



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

# Request for Quotation

RFQ NUMBER  
**LBS70424**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER** **AUG 07 2006**  
**304-558-0067**

**\*709065635 800-224-6723**  
**BIO RAD LABORATORIES**  
~~2000 ALFRED NOBEL DRIVE~~  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

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

DATE PRINTED <b>08/01/2006</b>	TERMS OF SALE Net 30 Days	SHIP VIA Best Way	F.O.B Destination	FREIGHT TERMS
BID OPENING DATE: <b>09/05/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUEST FOR QUOTATION</b> <b>OPEN-END BLANKET CONTRACT</b>						
<p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR THE OFFICE OF LABORATORY SERVICES (OLS) TO PROVIDE REAGENTS TO PERFORM EXAMINATION FOR DETECTION OF HEPATITIS A,B,C AND/OR HIV-1 AND HIV-2 PLUS GROUP 0 IN SERUM SPECIMEN. SELECTED VENDOR MUST PROVIDE A FULLY AUTOMATED ANALYZER AT NO ADDITIONAL CHARGE FOR USE WITH THE REQUESTED REAGENTS. THIS SYSTEM INCLUDES A COMPUTER, MONITOR AND PRINTER, ETC. WHICH WILL BE RETAINED AND MAINTAINED BY THE VENDOR BUT MUST HAVE THE CAPABILITY OF INTERFACING WITH THE LIMS (LABORATORY INFORMATION MANAGEMENT SYSTEM).</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS:            1. LBS70424 SPECIFICATIONS            2. AFFIDAVIT</p>						
0001	100	EA		475-00-99-001	\$537.00	\$537.00
	HEPATITIS A	-	<del>DIASORIN</del>	ANTI-HAV IGM #P001925 OR EQUAL		1 - 96 Test/Kit
<b>OPEN-END CONTRACT</b>						
<p>TO PROVIDE REAGENTS TO PERFORM EXAMINATION FOR DETECTION OF HEPATITIS A, B, C, AND/OR HIV-1 AND HIV-2 PLUS GROUP 0 IN SERUM SPECIMEN. SELECTED VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Janette J. Stockert</i>	TITLE Bid Coordination Supervisor			FEIN 94-1381833	TELEPHONE 800-666-8111 x1761	DATE 8/29/06
ADDRESS CHANGES TO BE NOTED ABOVE						

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. ~~HIPAA Business Associate Addendum—The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vre/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor. See attached letter~~ P  
8-29-06

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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**BIO RAD LABORATORIES**  
~~2000 ALFRED NOBEL DRIVE~~ *82906*  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

**HEALTH AND HUMAN RESOURCES**  
**BPH - LABORATORY SERVICES**  
**167-ELEVENTH AVENUE**  
**SOUTH CHARLESTON, WV**  
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BID OPENING DATE: **09/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	10	EA		475-00-99-001	\$ 225.00	\$2,250.00
	MUST PROVIDE A FULLY AUTOMATED ANALYZER AT NO ADDITIONAL CHARGE FOR USE WITH THE REQUESTED REAGENTS. THIS SYSTEM INCLUDES A COMPUTER, MONITOR AND PRINTER, ETC. WHICH WILL BE RETAINED AND MAINTAINED BY THE VENDOR BUT MUST HAVE THE CAPABILITY OF INTERFACING WITH THE LIMS (LABORATORY INFORMATION MANAGEMENT SYSTEM). NOTE: SEE ATTACHED DETAILED SPECIFICATIONS HEPATITIS B - GENETIC SYSTEMS HBSAG CONFIRMATORY #32594 OR EQUAL					
0003	2,000	EA		475-00-99-001	\$1,200.00	\$4,800.00
	HEPATITIS B - GENETIC SYSTEMS HBSAG 3.0 EIA #32591 OR EQUAL 480 Tests per Kit 4 - 480 Test/Kits					
0004	2,000	EA		475-00-99-001	\$ 499.00	\$4,990.00
	HEPATITIS B - DIASORIN ANTI-HBCORE #P001927 OR EQUAL 192 Tests per Kit 10 - 192 Test/Kits					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	Janette J. Stockert	TELEPHONE 800-666-8111 x1761	DATE 8/29/06
TITLE Bid Coordination Supervisor	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE	

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**304-558-0067**

**VENDOR**  
 \*709065635      800-224-6723  
**BIO RAD LABORATORIES**  
~~2000 ALFRED NOBEL DRIVE~~ *Rad*  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	100 HEPATITIS B	EA		475-00-99-001	\$ 489.00	\$ 489.00
	OR EQUAL			DIASORIN ANTI-HBC 1GM #P001928 96 Tests per Kit		1 - 96 Test/Kit
0006	1,000 HEPATITIS B	EA		475-00-99-001	\$ 499.00	\$ 2,495.00
				DIASORIN ANTI-BBS OR EQUAL #P001931 192 Tests per Kit		5 - 192 Test/Kits
0007	2,000 HEPATITIS C	EA		475-00-99-001	\$3,240.00	\$12,960.00
				ORTHO HCV EIA V3.0 #930740 OR EQUAL 480 Tests per Kit		4 - 480 Test/Kits

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jarette J. Stockert*      Jarette J. Stockert      TELEPHONE: 800-666-8111 x1761      DATE: 8/29/06  
 TITLE: Bid Coordination Supervisor      FEIN: 94-1381833      ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	7,000	EA		475-00-99-001	\$1,800.00	\$25,200.00
	HIV - BIORAD	HIV	1/2/0	#32588 OR EQUAL 480 Tests per Kit		14 - 480 Test/Kits
<p>THE NUMBER OF TESTS REQUESTED ARE FOR BIDDING PURPOSES ONLY, AND THE VENDOR WILL BE REQUIRED TO PROVIDE ONLY THE QUANTITY NEEDED, BE IT MORE OR LESS. TEST KITS ARE TO BE SHIPPED AS REQUESTED. REAGENTS ARE TO BE SHIPPED WITHIN THREE (3) DAYS OF RECEIVING AN ORDER.</p> <p>THE TEST KIT MUST HAVE A MINIMUM SHELF LIFE OF NINETY (90) DAYS OR MORE BEYOND DATE OF RECEIPT.</p> <p>ALL PRODUCTS AND EQUIPMENT ARE TO BE QUOTED FOB DESTINATION, UNLESS OTHERWISE STATED IN VENDOR'S QUOTATION.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 16, 2006 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	TITLE <b>Bid Coordination Supervisor</b>	FEIN <b>94-1381833</b>	TELEPHONE <b>800-666-8111 x1761</b>	DATE <b>8/29/06</b>
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i> <b>Janette J. Stockert</b>	TELEPHONE <b>800-666-8111 x1761</b>	DATE <b>8/29/06</b>
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**\*709065635**      **800-224-6723**  
**BIO RAD LABORATORIES**  
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*J. Stockert*  
*8/29/06*

**HEALTH AND HUMAN RESOURCES**  
**BPH - LABORATORY SERVICES**  
**167-ELEVENTH AVENUE**  
**SOUTH CHARLESTON, WV**  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT, EXCEPT WHEN PURCHASES ARE OF A DOLLAR AMOUNT ALLOWABLE TO BE MADE WITH THE WV STATE CREDIT CARD (P-CARD).</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Janette J. Stockert*      **Janette J. Stockert**      TELEPHONE **800-666-8111 x1761**      DATE **8/29/06**

TITLE **Bid Coordinator Supervisor**      FEIN **94-1381833**      ADDRESS CHANGES TO BE NOTED ABOVE

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*8/29/06*

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				(4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 CORPORATION 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.		
				B. APPLICATION IS MADE FOR 2.5% 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		
				( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY		

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SIGNATURE <i>Janette J. Stockert</i>	TITLE Bid Coordination Supervisor	TELEPHONE 800-666-8111 x1761	DATE 8/29/06
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BID OPENING DATE: **09/05/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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 PURCHAS-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Janette J. Stockert*      **Janette J. Stockert**      TELEPHONE **800-666-8111 x1761**      DATE **8/29/06**

TITLE **BID COORDINATION SUPERVISOR**      FEIN **94-1381833**      ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER:  
**LBS70424**

PAGE:  
**9**

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

**VENDOR**  
 \*709065635 800-224-6723  
 BIO RAD LABORATORIES  
~~2000 ALFRED NOBEL DRIVE~~ *8/29/06*  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

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

DATE PRINTED <b>08/01/2006</b>	TERMS OF SALE <b>Net 30 Days</b>	SHIP VIA <b>Best Way</b>	F.O.B. <b>Destination</b>	FREIGHT TERMS
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BID OPENING DATE: **09/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Bio-Rad Laboratories, Inc.</u></p> <p>DATE: <u>8/29/06</u></p> <p>SIGNED: <u><i>Janette J. Stockert</i></u>            Janette J. Stockert            Bid Coordination Supervisor</p> <p>TITLE: _____</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <u><i>Janette J. Stockert</i></u> Janette J. Stockert	TELEPHONE 800-666-8111 x1761	DATE 8/29/06	
TITLE BID COORDINATION SUPERVISOR	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
**LBS70424**

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**10**

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

**\*709065635 800-224-6723**  
**BIO RAD LABORATORIES**  
~~2000 ALFRED NOBEL DRIVE~~ *8-29-06*  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

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

DATE PRINTED <b>08/01/2006</b>	TERMS OF SALE <b>Net 30 Days</b>	SHIP VIA <b>Best Way</b>	F.O.B. <b>Destination</b>	FREIGHT TERMS
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BID OPENING DATE: **09/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER: RW-22            RFQ. NO.: LBS70424            BID OPENING DATE: 9/05/06            BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            FAX # 425-498-1757</p> <p>CONTACT PERSON: Janette J. Stockert</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON AUGUST 15, 2006. QUESTIONS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	TELEPHONE 800-666-8111 x1761	DATE 8/29/06
TITLE BID COORDINATION SUPERVISOR	FAX 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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# Request for Quotation

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PAGE  
**11**

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

**\*709065635 800-224-6723**  
**BIO RAD LABORATORIES**  
~~2000 ALFRED NOBEL DRIVE~~ *2106*  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>08/01/2006</b>				

BID OPENING DATE: **09/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>PLEASE NOTE THAT WE PREFER FOB DESTINATION, IF YOU WISH TO BID OTHER THAN FOB DESTINATION, YOU MUST PROVIDE THE MAXIMUM SHIPPING COST SO THAT IT CAN BE ADDED TO THE BID.</p> <p>PREPAY TRANSPORTATION AND ADD TO INVOICE AS A SEPARATE ITEM. IF BY FREIGHT, ATTACH ORIGINAL PREPAID FREIGHT BILL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Janette J. Stockert* TITLE **BID COORDINATION SUPERVISOR** FEIN **94-1381833** TELEPHONE **800-666-8111 x1761** DATE **8/29/06**

ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**LBS70424**

PAGE  
**12**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**\*709065635 800-224-6723**  
**BIO RAD LABORATORIES**  
~~2000 ALFRED NOBEL DRIVE~~  
 6565 185th Avenue NE  
~~HERCULES CA 94547~~  
 Redmond, WA 98052

*JA*  
*82906*

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

DATE PRINTED <b>08/01/2006</b>	TERMS OF SALE <b>Net 30 Days</b>	SHIP VIA <b>Best Way</b>	F.O.B. <b>Destination</b>	FREIGHT TERMS
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BID OPENING DATE: **09/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ LBS70424 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	TITLE <b>BID COORDINATION SUPERVISOR</b>	FEIN <b>94-1381833</b>	TELEPHONE <b>800-666-8111 x1761</b>	DATE <b>8/29/06</b>
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ADDRESS CHANGES TO BE NOTED ABOVE

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

**A. REAGENT SPECIFICATIONS**

1. Reagents must be bar-coded.
2. Must have ability to support up to 31 controls and calibrators.
3. Must be able to support multi-size reagent bottle volumes (milliliters) 3,8,15,30,60,125.
4. Must have lot and expiration management for reagents.
5. Must have disposable graphite tips, 300-1000 microliters.
6. Must have at least an on-board capacity of 480 tips (5 boxes of 96 tips).
7. Must be able to track tip usage on instrument and use partially filled tip racks.
8. Must have tip waste capacity of >1000 tips.
9. Must have mechanical tip detection.
10. Must have liquid level and clot detection.
11. Positive sample identification must be on plates and reagents.
12. The test kit must have a minimum shelf life of 90 days or more beyond date of receipt.

**Assay Specifications for HIV-1 and HIV-2 plus O Group**

1. Must detect antibodies to HIV-1 and 2 plus Group O in serum, plasma and cadveric samples.
2. Must meet the following criteria for HIV ½ recombinant DNA/synthetic peptide assay.
  - a. Must have a 96-well test plate.
  - b. HIV ½ peptide kit must have the following:
    - 1). Synthetic Peptide Immunoassay for the detection of the antibody to
    - 2). HIV-1 and HIV-2. The microtiter wells are coated with a mixture of peptides; env and pol sequences for HIV-1 and HIV-2.
    - 3). Sample dilution 1/10.
    - 4). Must be FDA licensed recombinant peptide EIA for HIV-1 and HIV-2 plus Group O.
3. The principle must be direct antibody, sandwich Elisa in a solid phase microwell.
4. Sample size must not be greater than 75ul.
5. Turnaround time must not be greater than 3 hours for the HIV assay.
6. All steps in the method must be automated, including data reduction on one primary microplate instrument.
7. Incubation times (~~on the Evolis instrument~~) must not exceed (in minutes) 60-30-30. *8-29-06*
8. Chromogen should not be lot specific for kit.
9. Stop solution must be ready to use.

LBS70424  
SPECIFICATIONS

Test Type Description	Brand Product # or Equal	Estimated Annual Usage	Unit Cost	Total Cost
Hepatitis A	Diasorin Anti-HAV IgM #P001925 96 Test/Kit	100 1 Kit	\$ 537.00	\$ 537.00
Hepatitis B	Genetic Systems HBsAg Confirmatory #32594	10	\$ 225.00	\$ 2,250.00
Hepatitis B	Genetic Systems HBsAg 3.0 EIA #32591 480 Test/Kit	2000 4 Kits	\$1,200.00	\$ 4,800.00
Hepatitis B	Diasorin Anti-HBCore #P001927 192 Test/Kit	2000 10 Kits	\$ 499.00	\$ 4,990.00
Hepatitis B	Diasorin Anti-HBc IgM #P001928 96 Test/Kit	100 1 Kit	\$ 489.00	\$ 489.00
Hepatitis B	DiaSorin Anti-HBS #P001931 1000 192 Test/Kit	1000	\$ 499.00	\$ 2,495.00
Hepatitis C	Ortho HCV EIA v3.0 #930740 480 Test/Kit	2000 4 Kits	\$3,240.00	\$12,960.00
HIV	BioRad HIV 1/2/O #32588 480 Test/Kit	7000 14 Kits	\$1,800.00	\$25,200.00

5 Kits

**B. INSTRUMENT SPECIFICATIONS**

**General Instrument Specifications**

1. Must have primary sample capacity of 180 samples.
2. Must have 20 tubes per sample linear rack.
3. Must have Positive Identification for samples, microplates and reagents.
4. Must be able to sample from tubes up to 16mm diameter
5. Must be able to sample from tubes up to 100mm height.
6. Dead volume can not be greater than 200 microliters.
7. All sample positions must be bar-coded on the sample tube and sample rack.
8. All reagent and quality control racks must be bar-coded.
9. Must have dilution capacity via tubes and microplate.
10. Sample dilution must be 1:10,000 or less.
11. Must have the capability to load continuously throughout the sample processing.
12. Must include computer system and software.
13. Must be able to shake assays for variable times.
14. Must be able to process blood virus, infectious disease and autoimmune in a single run.
15. Must be able to incubate assays at Room Temperature (R.T.) and at 37 degrees C.

**Washer Specifications**

1. Must have an 8 channel manifold.
2. Must be able to use flat, U and V shaped plate bottom shapes.
3. Must have a plate and strip wash mode.
4. Must have variable wash cycles of 1 to 9.
5. Must have plate soak time of 0-999 secs.
6. Must have wash buffers with level sensors of 2 x 2L and 2 x 1L.
7. Must have waste capacity with level sensors of 1 x 10L.

**Reader Specifications**

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

**C. COMPUTER INTERFACE SPECIFICATIONS**

1. Must have ability to connect multiple <sup>instruments</sup> Evolis (up to 8) to a LAN (Local Area Network) and use one computer interface to interface to the facilities LIMS (Laboratory Information Management System) provider. *M 8-29-06*
2. Interface cost must be included in cost per test.
3. Must have bi-directional interface with ASTM or ASCH file format.
4. User interface must be Windows 2000 operating system.
5. Must be able to track reactive results and perform duplicate assays prior to confirmation.
6. Must create a Primary Sample Validation Screen and Worklist for reactive samples. *instrument M 8-29-06*
7. Must be able to process and send repeat Worklist to Evolis for analysis.
8. Must be able to check assay results to see if they are final (repeat reactive) or require repeating (initially reactive).
9. Once all results (both initial and repeat reactive) have been validated by the system, the final results must have the capability of being exported to the LIMS.
10. Vendor must be willing to assist in transition process to the LIMS.

**D. TRAINING / INSTALLATION REQUIREMENTS**

1. Vendor must provide a company representative for installation and training. Subcontracting of these services shall not be acceptable to the State of West Virginia. Any vendor responding to this contract that proposes to utilize a subcontractor shall not be considered during the award process.
2. Installation and training for equipment must be completed within six (6) weeks of delivery date and must include one (1) key operator training at vendor's training site at vendor's expense and training of other staff members at OLS facility also at vendor's expense.



**E. EQUIPMENT OWNERSHIP / MAINTENANCE / TECHNICAL ASSISTANCE REQUIREMENTS**

1. Vendor will retain ownership of all instrumentation
2. All instrumentation provided by the selected vendor must be maintained at vendor's expense during the term of this contract. One (1) annual preventive maintenance visit at the laboratory site must be provided at no additional charge.
3. Vendor must provide a company representative for technical service, repairs, maintenance, etc. Any vendor responding to this contract that proposes to utilize a subcontractor shall not be considered during the award process.
4. Technical assistance must be available by telephone during normal business hours, 8:00 a.m. to 5:00 p.m. EST, Monday through Friday. If technical assistance does not resolve problems, replacement parts or loaner modules must be provided or on-site representative presence must be made available within 24 hours, except on weekends.

**DELIVERY / SHIPPING REQUIREMENTS**

1. To be F.O.B. Destination, unless vendor states otherwise in submitted quotation.
2. Reagents must be shipped no more than 3 days after receiving order.

**LIFE OF CONTRACT:**

This contract is to become effective October 16, 2006 and extends for a period of one (1) year, or until such "reasonable time" thereafter as is necessary to obtain a new contract. At the end of one (1) year, an option is reserved to renew the agreement in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

**ORDERING PROCEDURE:**

Spending unit shall issue a written state contract order (Form Number WV-39) to the vendor for commodities covered by this contract, except when purchases are of a dollar amount allowable to be made with the WV State Credit Card (P-Card).

**A F F I D A V I T****West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Bio-Rad Laboratories, Inc.

Authorized Signature:  Date: 8/29/06  
Janette J. Stockert



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

# Request for Quotation

RFQ NUMBER  
 LBS70424

PAGE  
 1

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

VENDOR



Bio-Rad Laboratories  
 Attention: Cathie Valley ~~Janette Stockert~~  
 4000 Alfred Nobel Drive ~~5555~~  
 Hercules, CA 94547

*Janette Stockert*

SHIP TO

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

Attn: Janette J. Stockert  
 6565 185th Avenue NE  
 Redmond, WA 98052

DATE PRINTED 08/11/2006	TERMS OF SALE Net 30 Days	SHIP VIA Best Way	F.O.B. Destination	FREIGHT TERMS
BID OPENING DATE: 09/05/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE MAKE THE FOLLOWING CHANGES TO THE REQUISITION: PAGE 1, 1ST PARAGRAPH, LINE 6: TO READ: "WITH" INSTEAD OF: "WIT"  PAGE 1, ITEM 1- TO READ: "DIASORIN" INSTEAD OF "DIASOIN"  PAGE 13-A. ASSAY SPECIFICATION, ITEM #7-DELETE "(ON THE EVOLIS INSTRUMENT)"  PAGE 15 - C. COMPUTER INTERFACE SPECIFICATIONS ITEM #1-DELETE THE WORD "EVOLIS" AND INSERT "INSTRUMENTS" ITEM #7- DELETE THE WORD "EVOLIS" AND INSERT "THE INSTRUMENT"  ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  PLEASE NOTE THE FOLLOWING ATTACHMENT: 1) ADDENDUM ACKNOWLEDGEMENT  *****END OF ADDENDUM NO. 1*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janette J. Stockert</i>	Janette J. Stockert	TELEPHONE 800-666-8111 x1761	DATE 8/29/06
TITLE BID Coordination SUPERVISOR	FEIN 94-1381833	ADDRESS CHANGES TO BE NOTED ABOVE	

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

WV-36a <b>STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET</b>	Buyer:	Page	Req. or P. O. No.:
Vendor: <b>Bio-Rad Laboratories, Inc.</b>	Spending Unit:		

Requisition No.: LBS70424

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum No.'s:**

No. 1 Yes

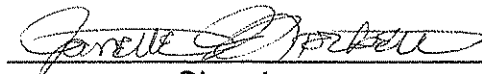
No. 2 \_\_\_\_\_

No. 3 \_\_\_\_\_

No. 4 \_\_\_\_\_

No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.



Signature  
Jarrette J. Stockert  
Bio-Rad Laboratories, Inc.

Company

8/29/06

Date



**Bio-Rad  
Laboratories**

Diagnostics Group  
6565 185th Avenue NE  
Redmond, Washington 98052  
Telephone: (425) 881-8300  
Facsimile: (425) 498-1650

August 29, 2006

Roberta Wagner  
State of West Virginia  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street East  
Charleston, WV 25305-0130

Re: HIPAA Request

Dear Ms. Wagner

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

Very truly yours,

Janette J. Stockert  
Bid Coordination Supervisor  
Telephone: 425-498-1761  
Fax: 425-498-1757

I agree to the foregoing.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Roberta Wagner  
State of West Virginia



**Bio-Rad  
Laboratories**

Diagnostics Group  
6565 185th Avenue NE  
Redmond, Washington 98052  
Telephone: (425) 881-8300  
Facsimile: (425) 498-1650

Date: August 29, 2006

**ATTACHMENT "A"  
INSTRUMENTATION AGREEMENT  
RFQ Number LBS70424  
Bid Tracking No. 4949**

**USER**

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

**SUPPLIER OF INSTRUMENTATION**

Bio-Rad Laboratories, Inc.  
6565 185<sup>th</sup> Avenue NE  
Redmond, WA 98052  
Attention: Janette J. Stockert

**INSTRUMENTATION SUPPLIED**

The following equipment is included in the above mentioned bid at no charge.

<b>CATALOG NO.</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>
89700	1	Evolis™, (includes Evolis™ analyzer, PC, monitor and printer)	\$92,500.00
25167	1	Evolis™, Workstation Table	\$4,165.00
203301	1	Uninterrupted Power Supply 1.4KVA	\$4,200.00

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

Department \_\_\_\_\_

No. & Street \_\_\_\_\_

City \_\_\_\_\_

State & Zip \_\_\_\_\_

**TERMS AND CONDITIONS**

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

1. The Instrumentation shall at all times remain the property of Bio-Rad and The User shall have no right or property interest therein but only the right to use the Instrumentation. Bio-Rad shall have the right to display notice of ownership by affixing to the Instrumentation an identifying plate, stencil or other indication of ownership.
2. There will be no charges for the use of the Instrumentation, and this agreement does not require User to purchase supplies or services whatsoever from Bio-Rad for the use of this Instrumentation.
3. The User shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Instrumentation by any individual, company, corporation, or other form of business organization with the exception of Bio-Rad or its assigns.
4. The User shall take proper care of the Instrumentation and shall not make any alterations, additions, or improvements to the Instrumentation without the prior written consent of Bio-Rad. The User shall not permit anyone other than a Bio-Rad Representative to service or repair the Instrumentation without the prior written consent of Bio-Rad.
5. Service Coverage
  - 5.1 At no additional cost to User, Bio-Rad will provide telephone assistance 24 hours per day, 365 days per year.
  - 5.2 As part of this Agreement, Bio –Rad or Bio-Rad appointed personnel will provide on-site or depot (returned to Bio-Rad) service, as needed, to keep the Equipment in good working order. On-site or depot service will be provided, at no cost to User, Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding national holidays. On-site extended service coverage (Saturday, Sunday, and/or holidays) is available, but is not included in this Agreement. See Signature Service Agreement Rate Schedule currently effective for "Extended Reagent Rental Service Coverage" charges.
  - 5.3 Bio-Rad will not be required to pay the cost of any damage to the Equipment caused by User's negligence, abuse, or alteration of the Equipment, or by any service performed by unauthorized personnel.
  - 5.4 User agrees that only Bio-Rad appointed personnel are to service the Equipment.
  - 5.5 User agrees to utilize only Bio-Rad approved reagents, calibrators, and disposables on the Equipment.
6. Either party upon giving 60 days written notice to the other party can terminate this agreement at any time. After such termination, Bio-Rad may enter upon The User's premises and without any court order or other process of law, repossess and remove the Instrumentation with or without notice to The User.
7. Transportation charges to (and where applicable from) the place of business of the User for the Instrumentation shall be borne by Bio-Rad.

AGREED TO AND ACCEPTED BY:

The User

Bio-Rad Laboratories, Inc.

\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Janette J. Stockert

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bid Coordination Supervisor  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date