



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

Quotation

LBS70427

1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

PLEASE SEE ATTACHED BID FOR DETAILS.

**"When placing
order or inquiries regarding
this quote please refer to
our reference # 07-211943BID**

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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		
02/11/2007	Net 30	DHL	FOB Prenaid&ADDED	Within 30 days		
BID OPENING DATE: 03/13/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-08 171000205	\$49,500.	\$49,500.
	BIO-RAD BIO-PLEX 200			SUSPENSION ARRAY "OR EQUAL" 171000205T	\$0.00	\$0.00
	BIO-RAD BIO-PLEX 200			SUSPENSION ARRAY, CATALOG #171000205, OR EQUAL, TO BE UTILIZED IN THE BID-TERRORISM LABORATORY AT THE OFFICE OF LABORATORY SERVICES LOCATED AT 167-11TH. AVENUE., SOUTH CHARLESTON WEST VIRGINIA, 25303. THIS EQUIPMENT IS TO BE USED FOR RAPID DETECTION OF POTENTIAL Bioterrorist OR OTHER INFECTIOUS AGENTS. SEE ATTACHED SPECIFICATIONS.		\$588.00
	CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.					
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.					
	INQUIRIES:					
	WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY 02/27/2007. QUESTIONS 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 VERBALLY. IF POSSIBLE EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:					
	ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION					
	Total					\$50,088.00
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Valerie Eite</i>			TELEPHONE 800.424-6723		DATE 3/12/07	
TITLE ISA Contract Admin.		FEIN 94-138-1833		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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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
02/11/2007	NET 30	DHL	FOB PREPAID&ADDED	Within 30 days
BID OPENING DATE: 03/13/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. 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). A. APPLICATION IS MADE FOR 2.5% 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 HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roberta Wagner</i>	TELEPHONE 800-424-6723	DATE 3/12/07
TITLE ISA Contract Admin.	FEIN 94-138-1833	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA
Department of Administration
Purchasing Division
2019 Washington Street East
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3

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HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
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D2/11/2007	Net 30	DHL	FOB Prepaid&ADDED	Within 30 days
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p> <p>() 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Valerie* TITLE: TSA Contract Admin. FEIN: 94-138-1833

TELEPHONE: 800-424-6723 DATE: 3/12/07

ADDRESS CHANGES TO BE NOTED ABOVE

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4

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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
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167-ELEVENTH AVENUE
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25305 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/13/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: right;">Bio-Rad Laboratories</p> <p>BIDDER: -----</p> <p style="text-align: right;">DATE: 3/12/07</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Valerie Cate</i>	TELEPHONE 800-424-6723	DATE 3/12/07
TITLE ISA Contract Admin.	FEIN 94-138-1833	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for
Quotation

LBS70427

5

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BPH - LABORATORY SERVICES
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SOUTH CHARLESTON, WV
25303 304-558-3530

DATE PRINTED: 02/11/2007	TERMS OF SALE: Net 30	SHIP VIA: DHL	F.O.B. FOB Prepaid&Added	FREIGHT TERMS: Within 30 days		
BID OPENING DATE: 03/13/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: <i>Valerie Rte</i></p> <p>TITLE: ISA CONTRACT ADMIN.</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>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ROBERTA WAGNER 22-----</p> <p>RFQ. NO.: LBS70427-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Valerie Rte* TELEPHONE: 800-424-6723 DATE: 3/12/07

TITLE: ISA Contract Admin. FEIN: 94-138-1833 ADDRESS CHANGES TO BE NOTED ABOVE

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Department of Administration
Purchasing Division
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Charleston, WV 25305-0130

Quotation

LBS70427

6

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ROBERTA WAGNER
304-558-0067

RFQ COPY

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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
02/11/2007	Net 30	DHL	FOB Prepaid&Added	Within 30 days

BID OPENING DATE: 03/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				03/13/2007-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

A CONVENIENCE COPY OF THE BID WOULD BE APPRECIATED.						
***** THIS IS THE END OF RFQ LBS70427 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Valerie</i>	TELEPHONE 800-424-6723	DATE 3/12/07
TITLE ISA Contract Admin.	FEIN 94-138-1833	ADDRESS CHANGES TO BE NOTED ABOVE

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LBS70427

007

SPECIFICATIONS AND REQUIREMENTS**Equipment Specifications:**

1. Must be able to analyze a single sample for up to 100 different biomolecules.
2. System software must be able to perform calibrations, validation, and monitor the functionality of the system.
3. System software must be able to display real-time data as it is generated.
4. System must be able to use Bio-Rad Validation and Calibration kits or equivalent to ensure the system is operating properly.
5. Assay Reader must have the dimensions of 17x20x9 inches or smaller and weigh 60 pounds or less due to available space in the Bioterrorism Lab.
6. Microplate Platform must have the dimensions of 17.3x24x3 inches or smaller and weigh 32 pounds or less due to available space in the Bioterrorism Lab.
7. High-Throughput Fluidics System must have the dimensions of 8x12x10 inches or smaller and weigh 20 pounds or less due to available space in the Bioterrorism Lab.
8. Assay Reader must have a minimum sample injection rate of 60 microliters per minute.
9. Any and all validation and calibrations kits needed for the initial set up must be included in the cost.

Installation & Training Requirements:

1. Installation and initial training must be included at no additional cost and must be completed within 30 days of equipment delivery.
2. Site training must be performed at the Office of Laboratory Services, 167 11th Avenue, South Charleston, WV 25303.

Warranty Requirements

1. At least one-year equipment warranty to include parts and labor and must be provided at no additional cost.

Shipping and Delivery Requirements

1. Shipping terms to be F.O.B. Destination, Prepaid unless vendor states differently when submitting quotation.
2. Must be delivered within 60 days of approved purchase order.
3. Delivery must be inside delivery.

ATTACHMENT
P.O.# LBS70427

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

Agreed

John G. [Signature] 3/12/07
Signature Date

Signature Date

ISA Contract Admin.
Title

Title

Bio-Rad Laboratories
Company Name

Agency-Division

RFQ No. LBS70427**A F F I D A V I T**

019

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.

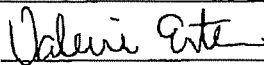
LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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 LaboratoriesAuthorized Signature: Date: 3/12/07



**Bio-Rad
Laboratories**

Life Sciences Group
2000 Alfred Nobel Drive
Hercules, CA 94547
Telephone: 800-424-6723
Facsimile: 800-879-2289
www.bio-rad.com

Price Quotation # 07-211943BID

Page 1 of 2

Date:	February 26, 2007	Account #	033567-000-500
Contact ID:	11071458	Quote Valid Until:	April 27, 2007
ROBERTA WAGNER		Terms:	Net 30
WEST VIRGINIA ST DEPT OF HLTH		F.O.B.	Destination, FPD&Add
ADMINISTRATION		Route:	G_Best Way
PURCHASING DIVISION		Delivery	Within 30 Days, ARO
167 11TH AVENUE		Attn:	BID # LBS70427
SOUTH CHARLESTON, WV 25303		Sales Rep:	BRYAN ALBRIGHT
Phone:	(304) 558-0067	Ext:	800-876-3425 x1544
Fax:	(304) 558-4115		BRYAN_ALBRIGHT@BIO-RAD.COM
Email:			

Catalog No.	Qty	Description	Unit Price	Extension
171000205	1	Bio-Plex Protein Array 200 System + HTF, 100-240V. Includes Bio-Plex 200 Reader, Bio-Plex 200 Microplate Platform, Bio-Plex HTF, Computer, Flat-screen monitor, Bio-Plex Manager 4.1, Standard Edition Software, Workstation License, Calibration Kit, Validation Kit 4.0, MCV Plate III, and Sheath Fluid. Warranty for computer will be through computer manufacturer. Installation for this product is performed by a Bio-Rad Field Service Engineer.	\$69,000.00	\$69,000.00
		The Bio Plex 200 System comes with a 1 year on-site warranty covering parts and labor. To learn more about service contracts, please call us at 1-800-4-BIORAD and ask for the Inside Sales department		
		Less "Special" Discount	\$-19,500.00	\$-19,500.00
		Net Subtotal	\$49,500.00	\$49,500.00
171000205T	1	Onsite training BioPlex System	\$2,500.00	\$2,500.00
		Less "Special" Discount	\$-2,500.00	\$-2,500.00
		Net Subtotal	\$0.00	\$0.00
		Total List Price		\$71,500.00
		Total Discount		\$-22,000.00
		Subtotal		\$49,500.00
		Estimated Shipping		\$588.00
		TOTAL		\$50,888.00
		An additional Service Contract Agreements is also available for purchase. The Unit Price is not included in the Total Price of this quotation.		
171000205WS	1	Service Contract Agreement - 1 Year On-site. For Bio-Plex 200 System + HTF (Refer to the attached Service Agreement Terms.)	\$7,807.00	

2000 Alfred Nobel Drive
Hercules, CA 94547
Telephone: 800-424-6723
Facsimile: 800-879-2289
www.bio-rad.com



Bio-Rad
Laboratories

Price Quotation # 07-211943BID

Page 2 of 2

Date: February 26, 2007

Contact ID: 11071458

ROBERTA WAGNER

WEST VIRGINIA ST DEPT OF HLTH

ADMINISTRATION

PURCHASING DIVISION

167 11TH AVENUE

SOUTH CHARLESTON, WV 25303

Phone: (304) 558-0067

Ext:

Fax: (304) 558-4115

Email:

Account # 033567-000-500

Quote Valid Until: April 27, 2007

Terms: Net 30

F.O.B. Destination, PPD&Add

Route: G_Best Way

Delivery: Within 30 Days, ARO

Attn: BID # LBS70427

Sales Rep: BRYAN ALBRIGHT

800-876-3425 x1544

BRYAN_ALBRIGHT@BIO-RAD.COM

Catalog No.	Qty	Description	Unit Price	Extension
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To place an order or inquire about this quote, contact our Sales Office.

phone: 1-800-424-6723 or fax: 1-800-879-2289 or

e-mail: lsg.orders.us@bio-rad.com

and please reference our Price Quotation number.

Please be advised that quoted pricing is only valid if order is placed via phone, fax, mail or e-mail at the contact numbers above. Web/EDI ordering does not accommodate special discounts at this time.

Net 30 Day Terms are upon credit approval.

For quoted prices or discount inquiries, please contact your "Sales Rep" stated above.

If "F.O.B." states "Destination, PPD & Add" freight will be prepaid and added to invoice.

Shipping charges are estimated, actual freight will be charged. Hazardous and Dry Ice packaging fees are prepaid and added to all invoices as product warrants; and these charges apply to all accounts including those with Shipping Terms FOB: Destination, PPD. Taxes will be charged accordingly.

Product warranty is one-year parts and labor unless otherwise stated beneath the catalog description. If product is taken outside of the United States, warranties and extended warranties are not valid.

For instruments used in Biological Safety Level (BSL) -2 or BSL-3 containment facilities, repair service may be unavailable or granted only on a limited basis, with appropriate additional safety measures required.

This quotation supersedes/cancels all previous quotations or verbal agreements on products stated.

Thank you for the opportunity to offer this quotation.

Valerie Estes

Valerie Estes □ Contract Administrator

~~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/vrc/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.

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
 Charleston, WV 25305-0130

* FOB prepaid & added.