



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
AGR0835

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Fisher Scientific Co. LLL
 4500 Turnberry Drive
 Hanover Park IL 60133
 800 766 7000*

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
12/12/2007				

BID OPENING DATE: **01/10/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		493-62	\$36109.39	\$72218.78
				Microplate Reader w/ Washer System <i>washer system →</i>	7601.77	\$15203.54
<p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (2) MICROPLATE READERS W/ WASHER SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS REGARDING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTION INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, SPECIFICATION CLARIFICATIONS, INSTALLATION, ETC. DEADLINE FOR ALL TECHNICAL QUESTIONS IS DECEMBER 28, 2007 BY THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO BID OPENING AND IN ANY FORMAT.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Clint Wilder* TELEPHONE: 304 610 9064 DATE: 1-10-08
 TITLE: Sales Representative FEIN: 232942737 ADDRESS CHANGES TO BE NOTED ABOVE

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

Clint Wilder

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

12/22/2007

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 may be deemed null and void, and 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 disqualification.

SIGNED BID TO:

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

3pm
2:00 pm
1300 Class
204



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

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VENDOR

RFQ COPY
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SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/12/2007				

BID OPENING DATE: **01/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 610 9064	DATE 1-9-08
TITLE Sales Representative	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>[Signature]</i> SIGNATURE <i>Thermal Fisher Scientific</i> COMPANY 1-9-08 DATE</p> <p>REV. 11/96</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 (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</p>						

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TITLE Sales Representative	ADDRESS CHANGES TO BE NOTED ABOVE	

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 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/12/2007				

BID OPENING DATE: **01/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.610.9064	DATE 1-9-08
TITLE Sales Representative	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>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 & 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>BIDDER: -----</p>						

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TITLE Sales Representative	ADDRESS CHANGES TO BE NOTED ABOVE	

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RFQ COPY

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/12/2007				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: <u>1-9-08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Sales representative</u></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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: AGR0845</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: [Signature] TELEPHONE: 304 610 9064 DATE: 1-9-08

TITLE: Sales representative FEIN: _____ ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2596

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

DEPARTMENT OF AGRICULTURE
ADMINISTRATIVE SERVICES
BUILDING 2, ROOM 106
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CHARLESTON, WV
25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				01/10/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				(800) 926 1166		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Clint Wilder	304 610 9064	
***** THIS IS THE END OF RFQ AGR0835 ***** TOTAL:						\$90147.32

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Clint Wilder* TELEPHONE **304 610 9064** DATE **1-9-08**
 TITLE **Sales representative** FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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

Specifications for a Microplate Reader/Washer System

West Virginia Department of Agriculture

The West Virginia Purchasing Division for the agency, the West Virginia Department of Agriculture, (WVDA) is soliciting bids for purchase at least one complete microplate reader/washer system to use in the performance of various enzyme-linked immunosorbent assay (ELISA) procedures. The purchased equipment must meet the specifications and characteristics outlined in the sections that follow. Vendors must submit prices for a microplate reader and washer separately. If it is determined that sufficient funds are available after opening of the bids, WVDA will purchase two microplate reader/washer systems. Therefore, vendors should also submit a price for both a microplate reader and washer assuming that two of each item will be purchased.

SPECIFICATIONS

SYSTEM/EQUIPMENT: Multi-component system for sample analyses by enzyme-linked immuno-sorbent assay (ELISA/EIA) technology. All equipment/instruments should be operational and functional in a mobile laboratory environment.

Microplate Reader

- Shall be fully automatic, easily programmable reading of flat, round, or V- bottom wells, plates, or strips in a 6-384 well format
- Must have flexibility of multiple measurement modes, versatile programming/analysis
- Shall have stand alone operation by onboard function keys, display, and printer with optional PC-control
- UV/VIS minimum capabilities: Spectral range 310-750 nm
Dynamic range -0.1 to 3.0 OD (absorbance)
- Absorbance detection required; additionally, flash and glow luminescence detection preferable
- Must be able to perform single and dual wavelength readings; multiple wavelength readings and kinetic measurements is preferable
- Shall be supplied with a minimum of 7 filters: 310 nm, 365 nm, 410 nm, 450 nm, 490 nm, 630 nm, and 650 nm
- Must be able to readily substitute other standard filters for different wavelengths; other standard filters shall be available separately
- Must be able to readily replace light source
- Lamp saver feature shall be included
- Linear and area scanning modes shall be available
- Shall integrate automatic plate alignment

- Must have adjustable plate shaking and spectral analysis
- Minimum temperature control: 5° C above ambient to 45° C
- Shall have a fast warm-up time and stable temperature environment available
- Must have easy-to-use on-board software with optional PC-controlled software provided
- Included software (control and analysis) shall offer:
 - Shaking and incubation parameters;
 - User administration feature;
 - Plate layout configuration;
 - Controls, replicates, and standards settings;
 - Endpoint and kinetic data reduction capability;
 - Data reduction calculations: regressions, curve fitting and cutoff absorbance calculations;
 - Pre-heat and auto-start features;
 - Temperature logging for tracking/auditing/assay performance;
 - Calculation modes: single point, point-to-point curve fit, linear regression (log and linear), % absorbance, uptake and cut-off absorbance, partial plate reading, alphanumeric test naming, automatic interpretation options, duplicate options, controls locator, and curve plotting and editing;
 - Ability to up/download and store tests and data with external PC
- Shall have onboard storage of at least 50 user-programmable protocols in non-volatile memory
- Must have multiple data ports provided, including parallel and serial outputs to interface bi-directionally with external PC
- All cables (power, RS232 serial, parallel), spare fuses, and dustcover shall be provided

Microplate Washer

- Must provide fully automated, easily programmable washing of flat, round, or V-bottom wells in plate or strip format
- Shall offer easy-to-use on-board software with optional PC-controlled software
- Must have stand alone operation by onboard function keys and display with optional PC-control
- Must allow direct bi-directional loading of procedures and data
- Software shall configure all wash parameters enabling protocol transfer, plate setup, wash cycle and wash procedure creation
- Must consist of pump system with quiet operation and superior fluid delivery precision (must be <2.5% CV)
- Shall have programmable functions for aspirating, dispensing, shaking, soaking, and washing
- Wash volume range: minimum 50-2000 ul; residual volume must be <1 ul/well
- Shall include 8-channel autoclavable head; 12- and 16- channel autoclavable heads offered optionally

- Must incorporate wash, rinse, and waste bottles for up to 3 wash lines
- Shall encompass easy access to supply tubing and valves
- Must contain liquid level sensing on all bottles
- Shall offer aerosol protection
- Must integrate automatic calibration, alignment, and last row detection
- Shall store at least 20 wash cycles and 50 wash procedures in non-volatile memory
- Must include all tubing, fittings, bottles, cables (power and RS232 serial), maintenance/cleaning tools, spare fuses, and dust cover

Warranty and Service for Microplate Reader and Washer Instruments

- Must include warranty and complete premium service for all equipment/instruments including all parts, repairs, labor, travel, special services, and preventative maintenance for 1 year from on-site installation at no expense to purchaser. Option for extended complete premium warranty and service for all equipment/instruments including all parts, labor, travel, special services and preventative maintenance for 5 years is preferred.
- Shall provide 24 hour response time for on-site service/replacement.
- Shall provide toll free telephone technical service/assistance.
- Must provide loaner instrumentation, at no charge to the purchaser, during warranted period should instrumentation need to be sent out for repairs.

General Requirements for Microplate Reader and Washer Instruments

- **For life of each instrument, future updates/upgrades to all software must be included at no additional charge.**
- Two (2) copies of all system manuals (operation, training, technical, service maintenance, etc.) shall be provided at no charge to the owner.
- All engineering updates and reliability enhancements for life of each instrument shall be provided at no additional cost.
- Vendor shall deliver and provide on-site installation (labor and supplies included) of the system at no charge to the purchaser. Installation service shall ensure precise movements.
- Vendor shall provide on-site training (labor and supplies included) for all instruments and software at no charge to the purchaser.

F I S H E R S C I E N T I F I C
Q U O T A T I O N

JANUARY 9, 2008

PAGE: 1

STATE OF WEST VIRGINIA
4720 BRENDA LANE BLDG 1
DEPT OF AGRICULTURE
MEAT & POULTRY INSPECTION
CHARLESTON WV 25312
ATTN: KRISTA/FOR AGR0835

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133
(800) 766-7000

CUST REF NBR QUOTE/010908

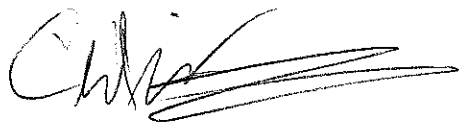
ACCOUNT NBR: 874071-001
QUOTE NBR: 8009-1803-25
TERMS: NET 30 DAYS
DUE DATE:
SALES REP: CLINT WILDER

REQUESTOR: KRISTA FERRELL
PHONE: 3045582596
FOB: DEST
AUTHORIZED BY: CLINT WILDER

*** PRICES ARE FIRM THRU 02/08/08 ***
PLEASE REFER TO THE QUOTE NBR ON ALL CORRESPONDENCE
THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC

NBR	QTY	UN	CATALOG NBR	DESCRIPTION	UNIT PRC	EXTD PRC
1	2	EA	11 120 517	SYNERGY 2 SLFAD MODEL	36,109.39	72,218.78
2	2	EA	12 566 700	ELX50 FILTER MICROPLT WASHR	7,601.77	15,203.54
3	2	EA	NC9516104	INSTALL & TRAINING SYNERGY 1 2	862.50	1,725.00
4	2	EA	BTSVCIQT8	INSTL QUAL TNG ELX50	500.00	1,000.00
				MERCHANDISE TOTAL		90,147.32

Clint Wilder



1-10-08

QUOTATION TERMS AND CONDITIONS

Fisher Scientific Company and/or its Curtin Matheson Scientific division (collectively the "Distributor") will sell to the customer ("Customer") and Customer will purchase from Distributor the quoted products, subject to the following terms and conditions:

PRICES: All prices are quoted F. O. B. shipping point for the indicated firm period. Customer shall pay all federal, state, municipal or other sales or use tax or any other taxes upon the Products or services provided to Customer by Distributor. Distributor reserves the right to make additional charges for special packaging, shipping and handling required to comply with manufacturers' specification, applicable DOT or other regulations, or to meet Customer requirements.

Distributor expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any Customer's documents in connection with the sale of any Products by Distributor to Customer.

TERMS: Distributor's standard terms of 30 days net are applicable to all domestic and foreign shipments. Invoices against Products shipped outside the United States are payable in United States currency. Distributor reserves the right to collect interest at a rate equal to the higher applicable lawful interest rate on invoiced amounts not paid within thirty (30) days of invoice date, with interest to accrue monthly until full payment is received.

DELIVERY: All shipping dates are approximate. Distributor reserves the right to substitute alternate Products with equivalent specifications for those ordered. Customer shall have the right to return any substituted Products at no charge by following Distributor's return goods policy.

PRODUCT WARRANTY AND INDEMNITY: To the extent possible, Distributor will make available to its Customers the manufacturers' warranties for Products purchased by Customer, without recourse to Distributor. Distributor warrants to Customer that during the manufacturers specified warranty period, Distributor or manufacturer will, upon prompt notification and compliance with Distributor's instructions, repair or replace, at Distributor's sole option, any Product which is defective in material or workmanship. No employee, agent or representative of Distributor has the authority to bind Distributor to any oral representation or warranty concerning any Product sold. Any oral representation or warranty made prior to the purchase of any Product and not set forth in writing and signed by a duly authorized officer of Distributor shall not be enforceable by Customer. Distributor makes no warranty and shall have no obligation with respect to expendable or consumable parts and supplies nor with respect to damage caused by resulting from accident, misuse, neglect, or unauthorized installation, alterations or repairs to the Products.

DISTRIBUTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Distributor's sole responsibility and the Customer's exclusive remedy for any claim arising out of the purchase of any Product is repair or replacement, as described above. In no event shall Distributor's liability exceed the purchase price paid therefor; nor shall Distributor be liable for any claims, losses or damages of any third party or for lost profits or any special, indirect, incidental, consequential, or exemplary damages, howsoever arising, even if Distributor has been advised of the possibility of such damages.

Except as otherwise expressly set forth herein, Distributor disclaims any obligation to defend or indemnify Customer, its officers, agents, or employees, from any losses, damages, liabilities, costs or expenses which may arise out of Distributor's acts or omissions or the sale or use of the Products provided to Customer by Distributor.

RETURN GOODS POLICY: Products described in Distributor's policy may be returned to Distributor within 30 days for replacement or adjustment. To assure prompt handling, Customer must obtain a return goods authorization number from Distributor and reference this number on return shipping documents. Returns made without the authorization number will be returned to the Customer, freight collect. Distributor reserves the right to reserve any credit issued to Customer: (i) for any Product not returned after authorization and request by Distributor; or (ii) if, upon return, such Product is determined by Distributor not to be defective. Copies of Distributor's policy are available upon request.

FREIGHT CLAIM POLICY: Even with the greatest of care, occasional damages or shortages are unavoidable. Upon receipt of a shipment from Distributor, Customer shall unpack and inspect it for damage and shortage. Customer shall not accept a damaged or short shipment until the delivering carrier's driver has made a "damage" or "shortage" notation on Customer's copy and the carrier's copy of the freight bill. Customer must notify the carrier immediately.

If damages are noted, Customer should immediately request the carrier to make an inspection. Concealed damage must be reported to the carrier within 15 days of delivery. All shipping containers and packing materials must be retained by Customer for the inspection. Salvage must be held for carrier's disposition.

MEDICARE/MEDICAID REPORTING REQUIREMENTS: The prices shown on this quotation are net of discounts provided at the time of purchase. Some Products may be subject to additional discounts agreed upon between the parties. By accepting such Products, customer agrees to comply with such reporting requirements as may be imposed on it under federal Medicare and Medicaid programs and state health care programs. 42 CFR Section 100.1952(N).

SOFTWARE: If the Products include computer programs ("Software"), the "sale" of such Software shall not constitute a sale or transfer of proprietary rights in or to the Software but rather shall only constitute the right and license to use the Software in accordance with applicable specifications, instructions and license terms and conditions of the licensor.

PATENTS: If notified promptly in writing of any action or claim against Customer, that Customer's purchase or use of the Product infringes a United States patent. Distributor will defend such action at its expense and will pay the costs and damages awarded in any such actions, provided Distributor shall have sole control of the defense of the action and all negotiations for its settlement or compromise. Distributor shall not have any liability to Customer if the infringement or claim thereof is based on (i) the use or sale of the Product in combination with other products or devices which are not furnished in combination by Distributor or (ii) the furnishing to Customer of any information, service or applications assistance. In no event shall Distributor's total liability to Customer under this provision exceed the amount paid by Customer to Distributor for the Product alleged to infringe. The foregoing states the entire liability of Distributor to Customer with respect to infringement of patents by the Products, any parts thereof or their operation.

FORCE MAJEURE: The performance by Distributor of any covenant or obligation on its part to be performed under any agreement with Customer shall be excused by floods, strikes, or other labor disturbances, riots, fires, accidents, wars, embargoes, delays of carriers, failure of power, or regular sources of supply, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond Distributor's reasonable control.

LIMITATION OF ACTIONS: Any cause of action for breach of warranty must be brought by the Customer, if at all, within one (1) year from the date the cause of action accrued. Any discrepancy in Distributor's pricing or other charges shall be deemed waived by Customer unless Customer notifies Distributor thereof, in writing, within ninety (90) days from the date of the invoice on which such disputed transaction is reflected.

MISCELLANEOUS: These Terms and Conditions shall control as to any Products provided by Distributor to Customer hereunder. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by written instrument signed by duly authorized representatives of Distributor and Customer.

Pricing Sheet

RFQ#: AGR0835

Description	Unit Price	Quantity	Extended Price
Microplate Reader	\$ 36109.39	2	\$ 72218.78
Washer	\$ 7601.77	2	\$ 15203.54
Total:			\$ 90147.32

**** It is strongly preferred that all vendors submit pricing on this form in lieu of submitting company quotes.**

****The above quantities are for bid evaluation purposes only.**

The price includes Installation & Training
 Fisher Scientific absorbs all shipping charges.
 Please see Attached quote at end of document.

ATTACHMENT
P.O.# _____

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

Agreed
[Signature] 1-10-08
Signature Date
Sales Representative
Title
Fisher Scientific
Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Fisher Scientific

Signed: [Signature]

Title: Sales Representative

Date: 1-10-08

RFQ No.

AGR0835

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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:

Thermo Fisher Scientific

Authorized Signature:



Date:

1-9-08