

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

Tosoh Bioscience Inc

6000 Shoreline Court

Suite 101

South San Francisco, CA 94080

Request for BEGNOMBER Quotation

MMB11041

Address correspondence to a tention of

ROBERTA WAGNER 304-558-0067

HOSPITAL .530 NORWAY AVENUE HUNTINGTON, WV

IEALTH AND HUMAN RESOURCES MILLDRED MITCHELL-BATEMAN 25705 304-525-7801

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	- WHEN	RESPON	DING TO	O RFQ, II	NSERT	NAME AND ADDRES	SIN	SPACE ABOVE LABE	LED 'V	ENDOR'

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for PRONUMBER Quotation

MMB11041

ADDRESS CORRESPONDENCE TO ATTENTION OF

RØBERTA WAGNER 304-558-0067

RFO COPY YPE NAME/ADDRESS HERE JOSOH BIOSCIENCE INC 6000 Shoreline COURT, SUITE South SAN FRANCISCO, CA 94080

HEALTH AND HUMAN RESOURCES HHILDRED MITCHELL-BATEMAN PHOSPITAL 11530 NORWAY AVENUE HUNTINGTON, WV 25705 304-525-7801

DATE PRINTED TERMS OF SALE BID OF ENNO 3/12/010 12/23/2010 BID OPENING TIME 01:30PM. LINE ITEM NUMBER UNIT PRICE AMOUNT ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E MAIL: ROBERTA.A. WAGNER@WV.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 LETERATURE 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 VERGINIA LEGISLATIVE RULES AND REGULATIONS. vendok preference certificate THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF NOTICE SIGNED BID MUST BE SUBMITTED TO: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 919_740-5428 94-3093528 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Request for PRONUMBER **Quotation**

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PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF RØBERTA WAGNER

364-558-0067 HEALTH AND HUMAN RESOURCES WILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVENUE UNTINGTON, WV

25705

304-525-7801

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

Request for MEGNUMBER

DRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

RFQ COPY YPE NAME/ADDRESS HERE TOSOH BIOSCIENCE TNC
HOSPITAL
HOSPITAL
LINE COURT SUITE 101
South SAN FRANCISCO (4 94080

IEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN

304-525-7801

DATE PRINTED 11/23/2010 BID OPENING DATE: 12/23/2010 01:30PM BID OPENING TIME QUANTITY ITEM NUMBER UNIT PRICE AMOUNT 0002 193-12 NA NA HEMATOLOGY ANALYZER, SYSMEX XS1000I OR EQUAL 0003 ΕA 193-12 EKTENDED ON-SITE REPAIR SERVICE FOR FIVE (5) YEARS 193-12 0b04 included in SHIPPING CHARGES, INSTALLATION AND ON-SITE TRAINING THIS IS THE END OF REQ MMB11041 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 919-740-5428 94-3093528 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-38 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

Vendor: 1050 H BIOSCIENCE, INCP.O. Date:

Page 2 of 4 Pages Requisition / P.O. No.: MMB11041

File: Acct. No.: 6166-2011-2927-335-072 (3133)

Spending Unit: WVDHHR/BHHF/MMBH

Item No.	Quantity	Description	Unit Price	Amount
#1	1 EA	Tosoh AIA 360 Immunoassaay Chemistry Analyzer or equal		
		METHOD *Analyzer must use Fluorescence Enzyme Immunoassay		
	·	DETECTION *Analyzer must have LED illuminant *Analyzer must use non-flow cell/TOP-TOP photometry method		
	- '	THROUGHPUT *Must process 36 testsper hour		
·		REACTION TIME *Analyzer must have an Antigen antibody reaction within 10 minutes		
		SAMPLE LOADING CAPACITY *Analyzer must allow 25 samples meximum		
		REAGENT LOADING CAPACITY *Analyzer must allow 25 test maximum		
	- 1	TEST FOR EACH SAMPLE *Analyzer must allow 4 Tests per sample		
	1	SAMPLING *Analyzer must have a Fixed probe with Clot Detection function	_	
	į.	SAMPLE VESSEL. *The Sample Vessel must have a minimum 2mL sample cup *The Sample Vessel must have a Primary tube 12 x 753100mm, 16 x 75/100mm (diameter & length) maximum	·	
	'	INTERFACE RS232C or Equal THE SYSTEM MUST INTERFACE TO ANY LIS SYSTEM. (LABORATORY INFORMATION SYSTEM)		
		CURRENTLY INTERFACED WITH DATA INNOVATIONS		
	* 1 F	MUST ANALYZE FULL TESTING LISTED BELOW: Thyroid - TSH (Thyroid-Stimulating Hormone, Thyrotropin), IT3 (Total Trilodothyronine), T4 (Total Thyroxine), IT3 (Free Trilodothyronine), FT4 (Free Thyroxine), T-UPTAKE Level of Thyroid-binding Globulin) Cardiao Markers - CKMB (Creatine Kinase Isoenzyme Mb),		
	T * F F	roponin i 2nd Gen, Myoglobin Reproductive - Beta-HCG, Estradiol, SH (Follicle-stimulating hormone), LH II (Luteinizing hormone), Projectin, Progesterone, Testosterone		
	1	Antigen 27.29), CA 19-9 (Carbohydrate Antigen 19-9 or idalylated Lewis (a) antigen)		

Requisition / P.O. No.:

MMB11041

Page 3 of 4 Pages

WV-38(Rev.01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET		Acct. No.: 5168-2011-2927-335-072 (3133)
Vendor: 1050H BIOSCIENCE, FIVE P.O. Dale:	Spending Unit: WVDHHR/BHHF	/MMBH	

Quantily Description Itom No. Unit Price Amount *Tumor Markers - AFP (Alphafetoprotein Testing) CEA (Carcinoembryonic Antigen), PSA (Prostate-Specific Antigen), CA 125 (Carcinoembryonic Antigen), 27.29 (Cancer Antigen 27.29), CA 19-9 (Carbohydrate Antigen 19-9 or Slalylated Lewis (a) antigen) *Anemia - Ferritin *Metabolic - Cortisol, C-Peptide, HGH, Insulin, IPTH (Intact Parathyrold Hormone) *Others - Beta-2 Microglobulin, IgE II (Immunoglobulin E), PAP ANALYZER MUST BE COMPACT (TABLE TOP) IN SIZE #2 1 SYSMEX X81000 Hematology Analyzer or Equal MODEL *Vendor shall bid an analyzer without an Auto Sampler SYSTEM TO INCLUDE *System shall include All-in-one computer/monitor *System shall include a Bar Code Reader *System shall include a Laser Printer MEASUREMENT PRINCIPLES *System shall provide RBC (Red Blood Cell)/PLT(Platelet) *System shall use Sheath flow direct current, Semiconductor laser flow cylometry and/or Colorimetric methodologies. MUST ANALYZE THE FOLLOWING PARAMETERS: TESTING PARAMETERS *Testing parameters must provide CBC & 5-part Differential *Testing parameters must be all of the following 21 Parameters: WBC (White Blood Cell), RBC (Red Blood Cell), HCG (Human Chorionic Gonadotrophin), HCT (Hematocrit), MCV (Mean Corpuscular Volume), MCH (Mean Corpuscular Hemoglobin), MCHC (Mean Corpusoular Hemoglobin Concentration), RDW-SD (Red Blood Cell Distribution Width -Standard Deviation), RDW-CV (Red Blood Cell Distribution Width - Coefficient Variation), PLT (Platelet Count), MPV (Mean Platelet Volume), NEÚT% (Neutrophil%), NÉUT# (Neutrophil#), LYMPH% (Lymphocytes%), LYMPH# (Lymphocytes#), MONO% (Monocyte%), MONO#(Monocyte#), EOS% (Eosinophil%), EOS# (Eosinophil#), BASO% (Basophil%), BASO# (Basophil#), THROUGHPUT *Systems must allow a Single-Sample Mode 60 samples/hr

WV-38 (Rev.01/01/07)

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STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

Vendor: 1050# B105c1evce, INCP.O. Date: Spanding Unit: WVDHR/BHHF/MMBH

Page 4 of 4	Pages	Requisition / P.O. No.: MMB11041	
file: RW22	Acct. No.: 5158-201	1-2927-335-072 (3133)	•
Spending Unit:			•

Idaya Ne	One all		зниг/ммви	
Item No.	Quantity	Description	Unit Price	· Amount
	-	QUALITY CONTROL *System must process 20 files *System must allow L-J (Levy Jennings Graph)OR XbarM Measurement *System must accommodate Common Quality Control material		
	·	MACHINE SPECIFICATIONS *Machine must have a Windows XP or equal, operating system. *Machine must allow for storage of 10,000 records with scattergrams *Machine must allow Testing Volumes of up to 60 CBC +DIFF/24hr *Machine must provide Discrete test options for CBC or CBC +DIFF		
		*Machine must use common reagents and quality control material ANALYZER MUST BE COMPACT (TABLE TOP) IN SIZE	,	
#3	2EA	Vendor shall provided Extended On-Site Repair Service for Five (6) years to cover the following:		
		CHEMISTRY ANALYZER - Service shall be 100% and will include all parts and labor. HEMATOLOGY ANALYZER - Service shall be 100% and will include parts and labor.		
#4		SHIPPING CHARGES Vendor will ship and install analyzers at the Facility. Vendor will ship and install within 4-6 weeks ARO, Vendor shall provide all on-site training within 14 days of installation.		
	-	AGENCY RESERVES THE RIGHT TO SPLIT THE AWARD. AWARD WILL BE MADE TO THE LOWEST BID, MEETING SPECIFICATIONS, FOR EACH MACHINE. VENDOR MAY INVOICE FOR EQUIPMENT ONCE ALL EQUIPMENT HAS BEEN PROVIDED, INSTALLED AND TRAINING COMPLETED AND ACCEPTED BY THE FACILITY.		
			·	

MMB11041

COST SHEET

CHEMISTRY ANALYZER **HEMATOLOGY ANALYZER**

The vendor must provide pricing inclusive to all associated cost for the following items including the cost of delivery.

Item No.	Description	Unit Cost	. , .	
1	Chemistry Analyzer	\$ 19,500.00		
2	Hematology Analyzer	\$ NA	(A) Subtotal for Analyzers	\$ 19,500.00
3	6 Year On-Site Extended	d Warrantles		
	Chemistry Analyzer Hematology Analyzer	\$ 12,400.00 \$ NA	- (B) Subtotal for Warrantles	\$ 12, 400.00
4	Shipping Charges Chemistry Analyzer Hematology Analyzer	\$ Ø \$ NA	- (C) Subtotal for Shipping	\$O

BID GRAND TOTAL \$ 31,900.00

(A+B+C)

AGENCY RESERVES THE RIGHT TO SPLIT THE AWARD. AWARD WILL BE MADE TO THE LOWEST BID, MEETING SPECIFICATIONS, FOR EACH MACHINE.

Signature of Bidder

Rev. 09/08

1.

Not Applier when go State of West Virginia

Application is made for 2.5% resident vendor preference for the reason checked:

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

	ing the date of this certification; or,	≀d-
POSTANOMANA	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of to ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who he maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediate preceding the date of this certification; or,	he as ely
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state resider and which has maintained its headquarters or p. incipal place of business within West Virginia continuously for the four (years immediately preceding the date of this certification; or,	its (4)
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employed working on the project being bid are residents of West Virginia who have resided in the state continuously for the two year immediately preceding submission of this bid; or,	es IFS
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,	a
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,	
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Gual and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid submitted; or,	rd is
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid an continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.	М
requiren against:	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalt such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agenc toted from any unpaid balance on the contract or purchase order.	h
the requi	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and ses the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid a lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information of the Tax Commissioner to be confidential.	d
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate s during the term of the contract, Bidder will noting the Purchasing Division in writing immediately.	e e
Bidder:	Signed:	
Date:	i.le:	
Check an	by combination of preference consideration(e) indicated as we which you are applied to make	

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 exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: 1051H BIDSCLENCE	George E. Esken)
Authorized Signature: The EEE	Date: 12-13-2010
State of NOVID COURDLING	
County of Wake to-wit:	
Taken, subscribed, and sworn to before me this 13 day of 16	cember, 20 30
My Commission expires 00.01.2013 .20	· · · · · · · · · · · · · · · · · · ·
AFFIX SEAL HERE NOTARY	PUBLIC Hannah M. Yord Hannah M. Yord
RANDOLPH COUNTY	Purchasing Allidavil (Revised 12/15/09)

ATTACE	HMENT
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
Q 8 5.0 \
Signature Dale
SR. Systams laws Specialist
Title S.
Company Name
SEE ENCLOSED WARRANTY WARRANTY
Thomas)

Signature Date
Title
Agency/Division

۴,

AGREEMENT ADDENDUM

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

- 1. <u>DISPUTES</u> 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 harmtess any party is hereby deleted in its entirety.
- 1. P12.9.10
- 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.
- 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 (P) 12.410

ACCEPTED BY:	/
STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: 1850H SIOSCIENCE INC
Signed:	Signed: Deme & E. E.
Title:	Title: SR. SysTEM SAIGS SPECIALVES
Date	Date: 12-13-20(0

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- Z. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process. (V) 12-9.10
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- In the event the vendor/contractor files for bankruptcy protection, the State may deem 12. BANKRUPTCY: this contract null and void, and terminate such contract without further order. Notice 10 12.4.10
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160,103) and will be disclosing Protected Health Information (45 CFR §160,103) to the vendor. NA 12.9.10
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid Afreight prepaid & added
- opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

AIA-360 Warranty

The AIA-360 has passed Tosoh's stringent product testing standards. In the event of malfunction, the system will be repaired in accordance with the provisions of this Warranty.

Warranty Provisions

Warranty Period One year from the date of system installation.

Warranty Coverage The AIA-360 system will be repaired at no cost in accordance with the provisions of this Warranty in cases where the malfunction is due to a

manufacturing defect or premature component failure.

Warranty Limitations System malfunctions that occur under the following conditions, however, are considered chargeable repairs that shall be performed in accordance standard Tosoh servicing fees, whether before or after the warranty

period expires.

Malfunctions or damage caused by failure to use the AIA-360 in accordance with the practices and procedures described in this manual.

2 . Malfunctions or damage caused by user modifications to AIA-360 system components, circuitry or software.

- 3 . Malfunctions or damage caused by the user moving or transporting the AIA-360 system to another location.
- 4 . Malfunctions or damage caused by the user dropping the AIA-360 system or its components or otherwise exposing it to strong shock or impact.
- 5 . Malfunctions or damage caused by fire, earthquakes, or other natural disasters.
- 6 . Malfunctions or damage caused by the use of a power source (voltage and frequency) other than that specified in the operator's manual or exposure to abnormally strong power surges.
- 7 . Malfunctions or damage caused by equipment or supplies (expendables) not provided by Tosoh.
- 8 . Malfunctions or damage caused by repairs, adjustments, or modifications made by personnel not provided by Tosoh or Tosoh technical services.

^{*} This warranty does not cover supplies (expendables) and tubing components included in the Parts List of this manual.

^{*} Customers will be charged standard servicing fees for repairs conducted after the warranty period.

SUPPLEMENT TO OPERATOR'S MANUAL

WARRANTY AND RELATED TERMS

THIS SUPPLEMENT CONTAINS IMPORTANT INFORMATION REGARDING OUR WARRANTY. PLEASE READ IT CAREFULLY AND KEEP THIS SUPPLEMENT WITH YOUR OPERATOR'S MANUAL.

If the instrument fails to meet the warranty set forth in the Operator's Manual during the warranty period, Tosoh Bioscience's sole liability and your exclusive remedy shall be limited to, at Tosoh Bioscience's option, either the repair or replacement of the instrument, provided that Tosoh Bioscience's investigation and inspection disclose that (i) such defect or non-conformity developed under normal and proper use (including use of only Tosoh Bioscience authorized reagents) and (ii) the instrument is covered under the warranty set forth in the Operator's Manual

THE WARRANTIES SET FORTH IN THE OPERATOR'S MANUAL, AS SUPPLEMENTED BY THIS SUPPLEMENT, ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED FOR THE INSTRUMENT AND REAGENTS (THE "PRODUCTS"). EXCEPT FOR SUCH WARRANTIES, TOSOH BIOSCIENCE MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE WARRANTY WITHOUT LIMITATION **ANY** OTHERWISE. INCLUDING REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR THEREOF), PRODUCTS (OR ANY PART CONDITION OF THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR OR AGAINST INFRINGEMENT OF INTELLECTUAL SPECIFICALLY, TOSOH BIOSCIENCE DOES NOT WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THE APPLICABLE WARRANTY SET FORTH IN THE OPERATOR'S MANUAL.

Should warranty repair or service of the instrument or any component thereof be necessary, it must be provided by Tosoh Bioscience authorized repair and service personnel. Please contact us at 800-248-6764 for repair or service.

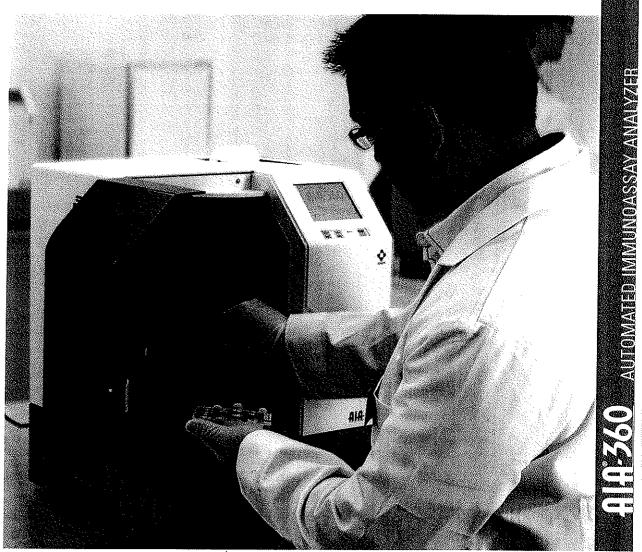
Your sole and exclusive remedy for Tosoh Bioscience's negligence, breach of warranty, breach of contract or for any other liability in any way connected with or arising out of the Products or warranty service furnished on the instrument shall be the repair or replacement of non-conforming Products, or, if Tosoh Bioscience is unable or chooses not to repair or replace non-conforming Products, the crediting of the purchase price that has been paid for the non-conforming Products and the cancellation of any obligation to pay the unpaid portions of the purchase price of the non-conforming Products. (If Products were sold by Tosoh Bioscience to a distributor such crediting will be to the distributor's account.)

Tosoh Bioscience's liability with respect to any Product shall in no event exceed the purchase price paid to Tosoh Bioscience for such Product. IN NO EVENT SHALL TOSOH BIOSCIENCE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR PROFITS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE USE OR PERFORMANCE OF THE PRODUCTS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT TOSOH BIOSCIENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH LIMITATION OF LIABILITY OR LIMITED OR EXCLUSIVE REMEDY SET FORTH HEREIN IS INDEPENDENT OF ANY OTHER LIMITATION OF REMEDY AND IF ANY SUCH LIMITATION OF REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE HELD TO BE UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OF ANY OTHER SUCH LIMITATION OF REMEDY.



AIA-360

AUTOMATED ENZYME IMMUNOASSAY ANALYZER



COMPACT • EFFICIENT • RELIABLE • USER-FRIENDLY

TOSOH BIOSCIENCE

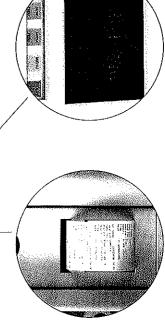
SYSTEM ADVANTAGES

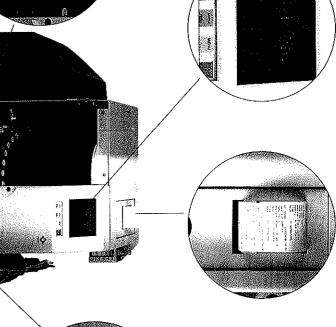
User-Friendly Interface

- Icon driven touch screen is intuitive and is easy to navigate.
- Assay monitoring enables the user to check sample progress and assay performance.
- Sample ID's can be manually programmed if non-barcoded specimens are utilized.
- The system can be interfaced to any LIS system.
- Up to 300 assay results can be saved on the AIA-360.

Advanced Sample Carousel

- The AIA-360 sample carousel holds up to 25 patient samples and 25 test cups at one time.
- The operator may load or sample cups directly bar-coded primary tubes on the system.
- Up to four assays per specimen can be loaded.
- Additional samples and tests can interrupting sample processing. be added at any time without
- Once samples and test cups are loaded, the operator presses START and walks away.





Convenient Reagent Access

- The common reagents are easily reagent tray. accessible from the removable
- Reagent level sensors signal the user when reagents are running low or when the waste needs to be emptied.

Fast and Accurate Results

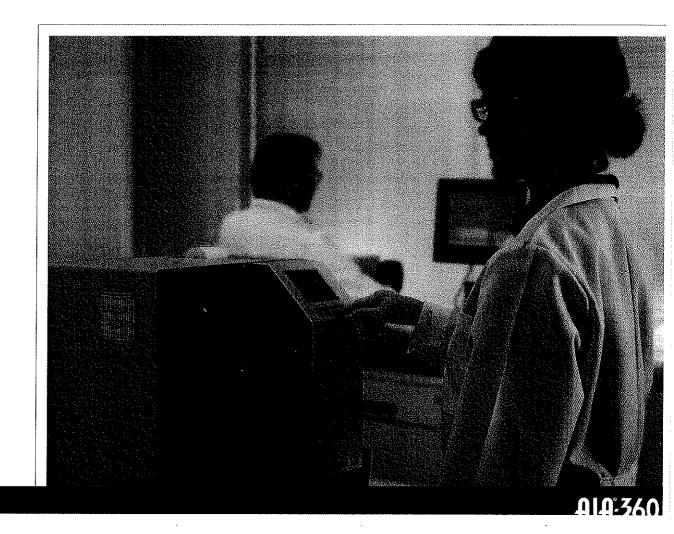
- Prints patient results in real-time for fast and easy review.
- First result in ~ 20 minutes.
- identification without manual worklist entry. Bar-code sample ID ensures accurate patient
- Analyte is identified via an on-board camera.

REAGENT TECHNOLOGY

Tosoh's AIA Reagent Test Cup Technology

- Unit Dose Test Cup reagent technology requires no on-board refrigeration, no pre-mixing and no pre-measuring.
- Saves time and cost by eliminating errors and waste.
- Reagents have a one year shelf life from date of manufacture.
- 90-day calibration curve stability for most assays.
- Complete test menu includes: Cardiac, Thyroid, Reproductive, Tumor, Metabolic, Anemia and more.





AUTOMATED IMMUNOASSAY ANALYZER

Compact Immunoassay Analyzer for Flexible Testing

- Throughput of 36 Results per Hour
- Easy to Use
- STAT Assay Results in ~ 20 Minutes
- Random Access
- Compact 16"w x 16"d x 21"h / 61 lbs
- Full Test Menu of Short Time (ST) Assays
- Fits Multiple Laboratory Environments:
- Small hospitals
- Physician Office Laboratories
- Cardiac and Specialty Testing
- Reliable Back-up to Larger Tosoh Analyzers



Specifications

Result Printout

Method Detection Fluorescence Enzyme immunoassay

LED illuminant, non flow cell/TOP-TOP photometry method

OP:SHANT1 05/11/04 08:59
Samp:el0:100010
Samp.Pos:1
Analyte :#FER Lot:11:1
Result :79.2 ng/mi

Analyte :#bHCG Lot:33 :2 Result :289.6 mlU/ml Flag :

Reaction time Throughput Antigen antibody reaction: 10 minutes

36 tests per hour

Sample loading Capacity 25 samples maximum Reagent loading Capacity 25 tests maximum

Test for each sample 4 tests per sample

Sample Vessel Sampling Primary Tube 13 x 75/100mm, 16 × 75/100mm (diameter x length) 2 mL sample cup Fixed Probe with Clot detection function

Barcode Code39, Code128, ITF, NW-7 and JAN

Interface

Size/Weight 15(W) x 16(D) x 21(H) Inches / 61 lbs. 400(W) x 400(D) x 520(H) mm / 29 kg

Power source AC100-240V. 50/60Hz 250VA

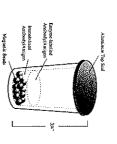
Temperature: 15-30°C, Relative Humidity 40-80%

Environment





Reagent Tray





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Tel: (800) 248-6764 Fax: (650) 615-0415 Tosoh Bioscience, Inc. 6000 Shoreline Court, Suite 101 South San Francisco, CA 94080

Part # 0111-36-0116

www.tosohbioscience.us

🕨 SYSTEMS FOR EVERY LABORAT 🖣 RY

A1A-360

Tosoh's Most Compact Analyzer

- Easy To Use
- ♦ First result in ~20 minutes
- Compact 16"w x 16"d x 21"h / 61 lbs
- Random Access
- ◆ Cost Effective
- Ideal for physician office labs, small hospitals, cardiac and specialty testing, and as a reliable back-up to larger Tosoh analyzers
- Utilizes Tosoh's patented Unit Dose Test Cup reagent technology - the same for all Tosoh AIA Systems



Tosoh TEST MENU 10-MINUTE (ST) AIA-PACKS

Thyroid ST TSH ST TT3 ST T4 ST FT3 ST FT4 ST T-Uptake

Cardiac Markers

ST CKMB ST Troponin I 2nd Gen ST Myoglobin

Reproductive

ST BHCG
ST Estradiol
ST FSH
ST LH II
ST Prolactin
ST Progesterone
ST Testosterone

Tumor Markers

ST AFP ST CEA ST PSA ST CA 125 ST 27.29 ST CA 19-9

Anemia

ST Ferritin

Metabolic

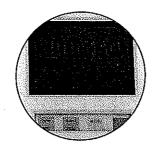
ST Cortisol ST C-Peptide ST HGH ST Insulin ST IPTH

Other

ST β-2 Microglobulin ST IgE II ST PAP

USER-FRIENDLY DIAGNOSTICS

- Icon driven touch screen is intuitive and is easy to navigate.
- Assay monitoring enables the user to check sample progress and assay performance.



- The system can be interfaced to any LIS system.
- Up to 300 assay results can be saved in memory.

ADVANCED SAMPLE CAROUSEL

- The AIA-360 sample carousel holds up to 25 patient samples and 25 test cups at one time.
- Up to four assays per specimen can be loaded.
- Additional samples and tests can be added at any time without interrupting sample processing.



FAST AND ACCURATE

- First result in ~20 minutes.
- Bar-code sample ID ensures accurate patient identification without manual worklist entry.



- On-board printer delivers patient results in real-time for fast and easy review.
- Primary tube sampling.

CONVENIENT REAGENT ACCESS

- The common reagents are easily accessible from the removable reagent tray.
- Reagent level
 sensors signal
 the user
 when reagents
 are running
 low or when the
 waste needs to be emptied.



AVAL HAD teaself Harmonic

OP:SHANTI 05/11/04 08:59

SampleID: 100010

Samp. Pos: 1

Analyte :#EER Lot:11 :1

Result :79.2 ng/mi

Flag:

Analyte : #bHCG Lot:33 :2

Result :289.6 mIU/ml

Flag:



Tosoh Bioscience, Inc. 6000 Shoreline Court, Suite 101 South San Francisco, CA 94080 Tel: (800) 248-6764 • Fax: (650) 615-0415 www.tosohbioscience.us