



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
LBS12063

PAGE
1

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

*C08144020 800-227-9770
AGILENT TECHNOLOGIES INC
SALES & SERVICE CTR LSCA BID
2850 CENTERVILLE ROAD
WILMINGTON DE 19808-1610

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
03/07/2012	Net 30	Vendor Choice&Expense	Destination	Vendor Expense

BID OPENING DATE: **04/10/2012** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU PUBLIC HEALTH (BPH), OFFICE OF LABORATORY SERVICES REQUEST A QUOTE TO PROVIDE A NEWBORN SCREENING INTEGRATED INSTRUMENT SYSTEM FOR USE WITH EXTRACT FROM NEWBORN DRIED BLOOD SPOT SPECIMENS. TEST INSTRUMENT MUST BE AGILENT STRATAGENE MX3005P QPCR SYSTEM, 110V OR EQUAL PER THE ATTACHED SPECIFICATIONS.</p> <p>***BID OPENING: APRIL 10, 2012 @ 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>						
0001	1	EA		115-05	\$30,687.00	\$30,687.00
<p>NEWBORN SCREENING INTEGRATED INSTRUMENT SYSTEM</p> <p>TEST INSTRUMENT MUST BE AGILENT STRATAGENE MX3005P QPCR SYSTEM, 110V OR EQUAL.</p>						
0002	1	JB		115-05	included	included
<p>DELIVERY AND INSTALLATION</p>						

MAR 13 2012
 3pm

RECEIVED

2012 APR 10 AM 9:55

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-227-9770	DATE 04-09-2012
TITLE Business Sales Specialist	FEIN 77-0518772	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.html 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).



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-0067

PROPERTY

*C08144020 800-227-9770
AGILENT TECHNOLOGIES INC
SALES & SERVICE CTR LSCA BID
2850 CENTERVILLE ROAD
WILMINGTON DE 19808-1610

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
03/07/2012				

BID OPENING DATE: **04/10/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	1	JB		115-05	included	included
ONE YEAR ON-SITE MAINTENANCE PER THE ATTACHED SPECIFICATIONS.						
0004	1	JB		115-05	\$4,754.16	\$4,754.16
EXTENDED 2 YEAR WARRANTY - TO BE EFFECTIVE AT THE EXPIRATION OF THE INITITAL ONE YEAR WARRANTY.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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ROBERTA WAGNER 304-558-0067

VENDOR

*C08144020 800-227-9770
 AGILENT TECHNOLOGIES INC
 SALES & SERVICE CTR LSCA BID
 2850 CENTERVILLE ROAD
 WILMINGTON DE 19808-1610

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BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ELECTRONIC MEDIUM SUCH AS CD-ROM.</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/FILE 22</p> <p>RFQ. NO.: LBS12063</p> <p>BID OPENING DATE: APRIL 10, 2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>**A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 302-993-5941 -----</p>						

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

RODNEY

*C08144020 800-227-9770
 AGILENT TECHNOLOGIES INC
 SALES & SERVICE CTR LSCA BID
 2850 CENTERVILLE ROAD
 WILMINGTON DE 19808-1610

SHIP TO

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

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<p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>Katherine Fawcett (440) 221-0663</p> <hr/> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 03/20/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO</p>						

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**Request for
 Quotation**

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-0067**

VENDOR

*C08144020 800-227-9770
**AGILENT TECHNOLOGIES INC
 SALES & SERVICE CTR LSCA BID
 2850 CENTERVILLE ROAD
 WILMINGTON DE 19808-1610**

SHIP TO

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

DATE PRINTED 03/07/2012	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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BID OPENING DATE: **04/10/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						
<p>***** THIS IS THE END OF RFQ LBS12063 ***** TOTAL:</p>						<p>\$35,441.16</p>

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The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Laboratory Services (OLS), Newborn Screening (NBS) is seeking vendor quotations for providing a Newborn Screening integrated instrument system per the following specifications and requirements.

PURPOSE

The WV Newborn Screening laboratory has been approved to add Severe Combined Immunodeficiency to the Newborn Screening Panel. The assay is a CDC-developed method and requires the use of the following equipment:

- Agilent Stratagene Mx3005 QPCR System 110V including a notebook computer and Beta Actin Install Plate, or equal.

VENDOR SPECIFICATIONS AND REQUIREMENTS

1. Test system must be acceptable for use with extract from Newborn Dried Blood Spot specimens.
2. Notebook computer must have Windows 7 operating system with Intel[®] Core Duo 1.6 GHz processor, 2GB system RAM, 20 GB hard drive, CD-RW drive, 128 MB video memory, internal network card.
3. Computer must have Fast Ethernet 100BT or greater connectivity and have the ability to be joined to the WVDHHR network domain to allow automatic data transfer to a designated folder to allow data merging into LIMS.

DELIVERABLE # 1

Instrument Specifications:

1. Instrument must be Agilent Stratagene MX3005P QPCR System 110V, or equal.
2. Instrument must include Beta Actin Install Plate, or equal.
3. Instrument must include a notebook computer with Windows 7 operating system.

Software Specifications:

1. Instrument software must be compatible with and operate instrument provided by vendor.

DELIVERABLE # 2

Vendor must deliver and install instrument with software to Newborn Screening, Office of Laboratory Services located at 167 Eleventh Avenue, South Charleston, WV within 60 days ARO. Freight Terms: FOB Destination.

DELIVERABLE # 3

Vendor must provide on-site maintenance within 72 hours and telephone support within 24 hours during vendor's normal business hours for the instrument with software and the notebook computer for one year from date of installation and 100 % acceptance by the Agency.

Vendor must provide the cost for an extended warranty for a period of 2 years to be effective at the expiration of the initial one year warranty.

BID REQUIREMENTS

1. Vendor must complete, sign, and should date the Bid Price Sheet provided.
2. Vendor must provide technical specifications and documentation that contains specific language depicting that the instrument with software to be provided meets the requirements herein if bidding on an "or equal" product.

BID EVALUATION

Office of Laboratory Services will evaluate bids based on the total cost and award to the lowest bidder which meets the specifications.

INVOICING REQUIREMENTS

Upon delivery, installation and 100% acceptance by the agency, the invoice should be submitted to:

WVDHHR
Office of Laboratory Services
167 11th Avenue
South Charleston, WV 25303

Payment will be made in arrears.

INSURANCE REQUIREMENTS

VENDOR, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. VENDOR shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of VENDOR, its agents and employees in the following amounts:

1. For bodily injury (including death): Minimum of \$1,000,000 (one million dollars) per occurrence.
2. For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.
3. Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence.
4. West Virginia Workers Compensation Certificate (or letter stating your company does not employ any WV Residents).

Certificates of Insurance are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award. The State of West Virginia shall be named the Certificate Holder.

DELIVERABLE	DUE DATE	USAGE	UNIT PRICE	TOTAL BID PRICE
DELIVERABLE 1 Instrument Specifications: 1. Instrument must be Agilent Stratagene MX3005P QPCR System 110V, or equal. 2. Instrument must include Beta Actin Install Plate, or equal. 3. Instrument must include a desktop computer. Software Specifications: 1. Instrument software must be compatible with and operate instrument provided by vendor.	Within 60 days of receipt of Purchase Order	1	\$30,687.00	\$30,687.00
DELIVERABLE 2 Vendor must deliver and install instrument with software to Newborn Screening, Office of Laboratory Services located at 167 Eleventh Avenue, South Charleston, WV within 60 days ARO. Freight Terms: FOB Destination.	Within 60 days of receipt of Purchase Order	1	included	included
DELIVERABLE 3 Vendor must provide on-site maintenance within 72 hours and telephone support within 24 hours during vendor's normal business hours for the instrument with software for one year from date of installation and 100% acceptance by the Agency. Vendor must provide the cost for an extended warranty for a period of 2 years to be effective at the expiration of the initial one year warranty.	For one year from date of installation For 2 years after initial warranty	1	included \$4754.16	included \$4754.16
TOTAL BID PRICE				\$35,441.16

The Office of Laboratory Services will evaluate bids based on the total cost and award to the lowest bidder which meets the specifications.

Vendor Name Agilent Technologies, Inc. Phone 800-227-9770

Vendor Address 2850 Centerville Rd., MS 3N3 Fax 302-993-5941
Wilmington, DE 19808 Email LSCABIDS@AGILENT.COM

Vendor Payment 4187 Collections Center Drive

Remit too Address Chicago, IL 60693

Vendor Signature  Date 4/9/2012

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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. *In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.*
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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: Agilent Technologies, Inc.

Signed: 

Title: Business Sales Specialist

Date: 4/9/2012

ATTACHMENT
P.O.# LBS12063

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

Agreed

M. King 4/9/2012
Signature Date

Business Sales Specialist

Title

Agilent Technologies, Inc.

Company Name

Signature Date

Title

Agency/Division

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% 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 employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% 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 an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% 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 Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% 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 and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: Agilent Technologies, Inc.

Authorized Signature: *[Signature]* Date: April 9, 2012

State of Delaware

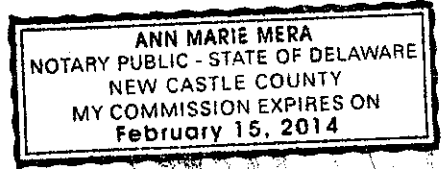
County of New Castle, to-wit:

Taken, subscribed, and sworn to before me this 9 day of April, 2012.

My Commission expires February 14, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*





Ask your Agilent representative how these products fit into your Life Science Research workflow including: Bioanalyzer, Automation Solutions, DNA Microarrays, SureSelect, QPCR Systems, Bioreagents and Bioinformatics, including GeneSpring analysis software.

Roberta Wagner
 State of West Virginia
 2019 Washington St E
 Charleston WV 25311-2214

Quotation

Quote No.	Create Date	Delivery Time	Page
1187617	03/15/2012	2 Weeks	1 of 4
Contact		Phone no.	Valid to
Katherine Fawcett		440-221-0663	05/14/2012
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
401449 Mx3005P QPCR System 110V w/NotebkComp	1.000 EA	30,175.00 USD		30,175.00
With the following configuration:				
Ship-to Country : USA				
Extended Warranty 3 years total	1 EA	5,112.00 USD	357.84-	4,754.16
		Item Total		34,929.16
Promotion discount of 7.00% is applied based upon conditions which can be reviewed on request.				
600567-B Beta Actin Install Plate	1.000 EA	202.00 USD		202.00
		Item Total		202.00
FREIGHT-5 Minimum order handling fee	1.000 EA	310.00 USD		310.00
		Item Total		310.00



Agilent Technologies

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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
		Gross Amount	: \$	35,799.00
		Total Discount	: \$	357.84
		Total	: \$	35,441.16



Quotation

Roberta Wagner
State of West Virginia
2019 Washington St E
Charleston WV 25311-2214

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TO PLACE AN ORDER, Agilent offers several options:

- 1) Visit <http://www.agilent.com/chem/supplies> to place online orders using a purchase order or credit card.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
- 3) To place an order for Consumables, please fax the order to 302-633-8901.
To place an instrument and/or software order, please fax the order to 302-633-8953.
- 4) Or you can mail your order to:
Agilent Technologies
North American Customer Contact Center
2850 Centerville Road BU3-2
Wilmington, DE 19808-1610

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit <http://www.agilent.com/chem/supplies> to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

FINANCING AND LEASING - A wide range of options are available from Agilent's preferred financing partner, Leasing Group Inc. (LGI).

For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager or contact LGI at 800-944-1370.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$2000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.

* Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.

* Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.

The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent's Terms of Sale, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

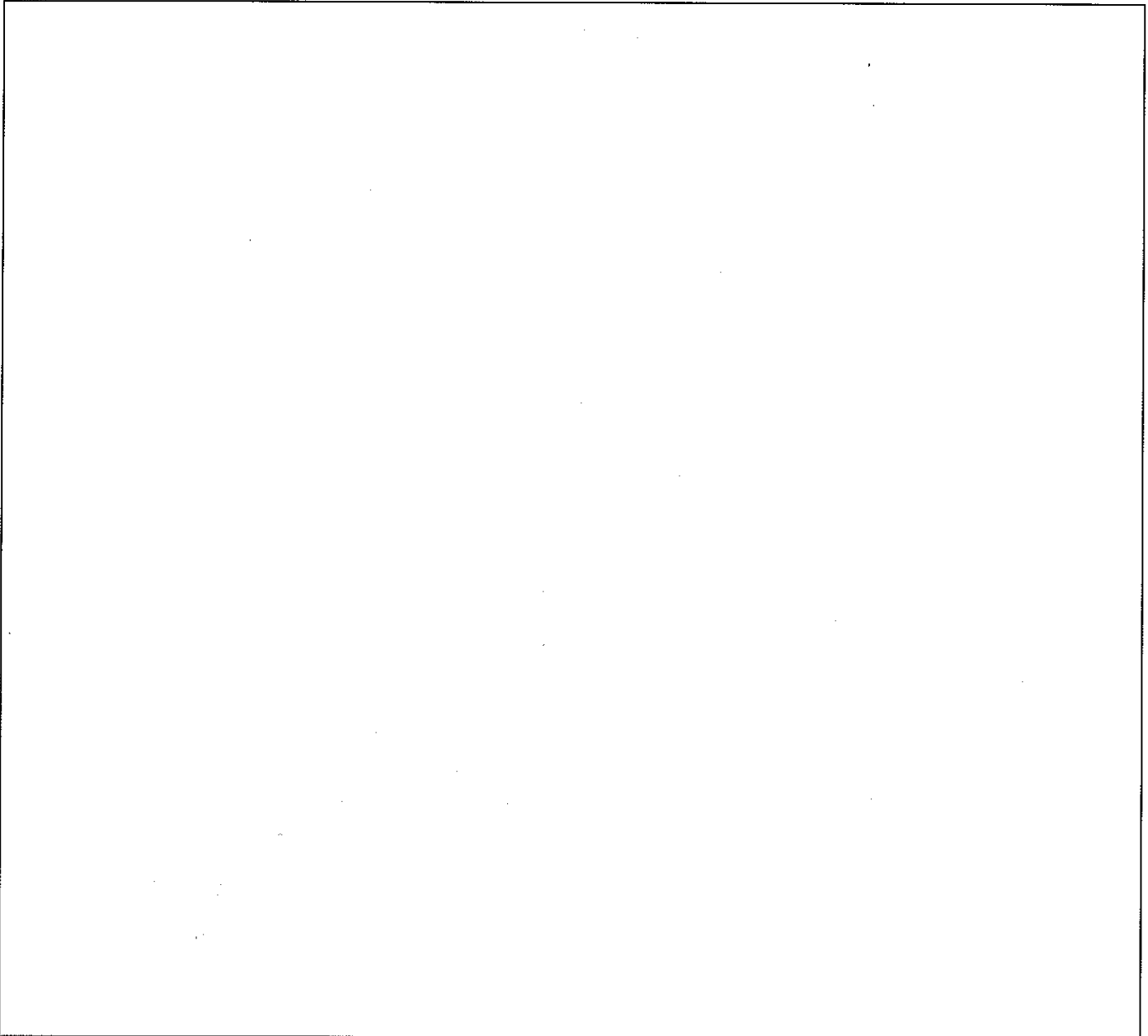


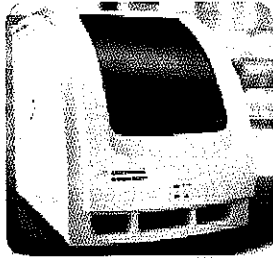
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Funding Justification and Unique Features:

Mx3000P and Mx3005P QPCR System and MxPro QPCR Software Specifications

Agilent is the sole manufacturer of the Mx3000P and Mx3005P QPCR System and MxPro QPCR Software.

High-Performance 96-well Block Thermal System

- The real-time quantitative PCR (QPCR) instrument must support a 96-well plate format that loads from the front of the instrument in landscape orientation. *This is the standard for plate orientation and provides the optimal condition for setup and analysis. It also provides optimal interaction with all standard 96 well bench tools such as pipettes, racks, and other consumables.*
- The QPCR instrument thermal system must be optimized for 25 μ l reactions and support 10 – 60 μ l reactions. *The instrument should be optimized and tested at the most common reaction volume of 25 μ l but support volumes of 10 – 60 μ l for flexibility.*
- The QPCR instrument thermal system must have temperature uniformity across the 96-well block of $\pm 0.25^{\circ}\text{C}$ at annealing and extension, and $\pm 0.35^{\circ}\text{C}$ at denaturation after 12 seconds of reaching the set point. *A high level of temperature uniformity across the block is critical for reliable and reproducible results.*

Superior Optical System Design

- The QPCR instrument must use a quartz tungsten halogen lamp for excitation to deliver light from 350 nm to 750 nm wavelength range to support greater dye flexibility. *The quartz tungsten halogen lamp provides strong white light which generates uniform excitation energy across a wide range of wavelengths.*
- The QPCR instrument must have four or five (4 for Mx3000P, 5 for Mx3005P) narrow band-pass excitation filters and four or five (4 for Mx3000P, 5 for Mx3005P) narrow band-pass emission detection filters to eliminate fluorescence signal contamination during multiplex and which are user-selected at time of QPCR system purchase. *The filter design specifically accommodates 4- to 5-color multiplexing without dye interference.*
- Excitation and emission detection filters are available for common commercially available dyes including: FAM, SYBR Green, TET, HEX, JOE, VIC, CAL Fluor Orange 560, Cy3, TAMRA, Texas Red,

ROX, Cy5, Quasar 670, Atto425, and Alexa Fluor 350. *A large variety of filters are available to provide the flexibility of dye choice in any QPCR application required by the user.*

- The QPCR instrument must use coaxial fiber optic bundles to simultaneously deliver excitation light and detect fluorescence emission light from the dye/sample thus minimizing signal loss and decreasing fluorescence signal noise. *The channeling of light helps reduce signal noise and improve sensitivity.*
- The QPCR instrument must use scanning fiber optics that are the same distance from the detector to ensure that all 96-wells receive the same excitation light for the same duration. *Scanning optics eliminate the possibility of positional effects during data acquisition while also reducing variability.*
- The QPCR instrument does not require an optical calibration plate for changes in volumes, running new dyes in single or multiplex reactions, well-factor corrections, or any correction/calibration for any optical variations. *This feature reduces setup time, variability from run to run, and additional corrective factors on the data measurements.*
- The QPCR instrument must use a photomultiplier tube (PMT) for detection of emitted fluorescence signal. *This ensures a superior signal-to-noise ratio which leads to increased sensitivity for detection of low copy number targets, ability to discriminate 2-fold differences in target concentration, and detection across ten (10) orders of magnitude of the dynamic range in target concentration.*

Flexible System to Support Many QPCR Chemistries and Applications

- The QPCR system must support multiple QPCR detection chemistries including SYBR Green, TaqMan probes, molecular beacons, and numerous other probe chemistries currently available. *Support of all commonly available QPCR chemistries adds to the flexibility of the device and future needs of the facility.*
- The QPCR system must support multiplex of up to four (4) or five (5) dyes with less than 5% signal fluorescence crosstalk between dyes to ensure detection of specific signals without fluorescence signal contamination. *Minimal cross talk is required to produce reliable results and support accurate multiplex assays.* The QPCR system warranty and service program must provide a loaner instrument free of charge for the duration of a repair. *Warranty and service programs reduce user downtime.*

MxPro QPCR Software: User-Friendly with Cutting-Edge Features

- The QPCR system must have embedded software on the instrument to record and store data. *This prevents data loss in the event of computer power loss, a communication failure, or an operating system error.*
- The QPCR system software must allow the user to view real-time PCR amplification plots during the run and analyze this data as the run progresses. *This facilitates the running of several assays back-to-back and helps determine the success or failure of a run quickly as it may impact the next assay to be run.*

- The QPCR system software must have an automated algorithm for optimized baseline correction for each well and dye individually rather than a universal set of baseline cycles for the entire plate or dye target. *This ensures better dynamic range, increased reproducibility, and improved accuracy with fewer miscalculated data points.*
- The QPCR system software must include automated relative quantification analysis for gene expression experiments that will report normalized fold change values on a base 2 logarithmic scale chart containing upper and lower limit error bars based on replicate variability. *This allows the user to quickly determine the statistical significance of gene expression data.*
- The QPCR system software must export any chart or graph directly into .ppt or .bmp format. *Exporting capabilities allow for the streamlined and accurate extraction of data into reports and presentations.*
- The QPCR system software must export any data directly into .ppt, .bmp, .txt, .xls, and .xml formats. *Exporting capabilities allow for the streamlined and accurate extraction of data into reports and presentations.*
- The QPCR system software must support LIMS systems. *This allows for automation of laboratory information and process flow.*
- The QPCR system software must auto generate charts in Microsoft Excel when exported from the MxPro software. *Direct export of charts saves significant time of re-creating these charts outside of the QPCR analysis software.*
- The QPCR system software must create custom consolidated reports through selection of assay parameters, graphs, and charts and how the report shall organize the selected data. *The combination of reports and charts in the QPCR software save steps and time later in the report creation process.*
- The QPCR system software graphical user interface (GUI) must be periodically upgraded free of charge. *Consistent software upgrades contribute to an optimal research environment which is current with as many new and updated QPCR functionalities as possible.*
- The software supports pause functionality during a run. *This allows users to conduct more complicated assays which require the manipulation of the sample during a run.*

PC System Minimum Specs (included with purchase of Mx3000P or Mx3005P QPCR Systems)

- Choice of desktop or notebook computer with minimum specifications as follows:
 - Processor: Intel Core 2 Duo
 - Operating System: Windows Vista Business 32 bit OS
 - Memory: 2 GB DDR2 SDRAM
 - Hard Drive: 160 GB 5400 rpm SATA II
 - Graphics: Intel Graphics Media Accelerator 4500
 - Optical Drive: DVD+/-RW
 - Display: 15.4 inch diagonal WXGA

For more information, please visit the Stratagene website at www.stratagene.com