



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  
**LBS12085**

PAGE  
**3**

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

**\*B24145056 01 800-634-7656**  
**BIOMERIEUX INC**  
**100 RODOLPHE ST**  
**DURHAM NC 27712**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/06/2011				

BID OPENING DATE: **01/05/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
<p>VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS12085-----</p> <p>BID OPENING DATE:-----01/05/2012-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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](http://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).

RECEIVED

2011 DEC 19 AM 9:46

**RFQ COST SHEET**

WV PURCHASING  
DIVISION

Bidders shall provide a cost for the following:

MagNa Pure Compact System, or equal

\$ 65,000

Freight/Shipping Charge

\$ 5.00

**Total Cost** \$ 65,500

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears.

*Laura Eckert*  
Vendor Signature

12/16/2011  
Date

# NucliSENS® easyMAG® System Key Features and Benefits



## Stationary Sample Approach

- Entire extraction process takes place in a single well
- One fixed aspiration tip per sample
- Greatly reduced potential for sample loss and cross contamination
- Highly simplified, reliable workflow



## Smart Disposable Design

- Only one set of sample run disposables for 8 samples
- Vastly reduced waste and handling
- Eliminates the need for multiple racks of pipette tips and multi-well processing plates



## On-Board Reagents

- Minimal handling of extraction buffers from run to run
- Augments streamlined workflow
- Extraction buffers bar-coded with lot#/expiration info for improved traceability
- 30-day stability on board the instrument



## Universal Magnetic BOOM® Chemistry

- Total nucleic acid extraction of both RNA and DNA
- No need for separate types of purification kits enhances simplicity and reduces inventory
- Enhanced magnetic silica chemistry results in high-quality nucleic acid for various molecular applications



## Random Processing

- Flexible extraction of up to 24 samples in 1 hour or less
- Parallel processing of varying sample volumes and sample types
- Selection of application-specific elution volumes (in 5 ul increments) across adjacent samples in the same run
- Enables a highly efficient single-piece workflow for the molecular diagnostic laboratory



On-label automated nucleic acid extraction for use with the following FDA-cleared assays:

### Luminex

xTAG® Respiratory Viral Panel v1  
xTAG® Respiratory Viral Panel FAST

### Focus Diagnostics

Simplexa™ Flu A/B & RSV

### Eragen

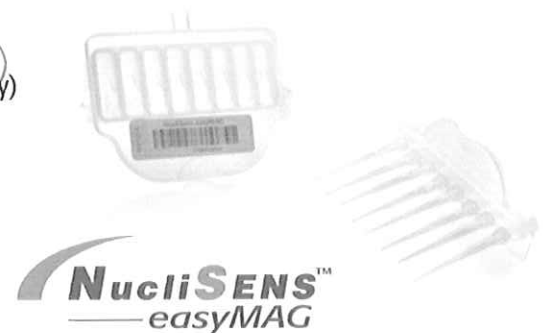
MultiCode®-RTx HSV 1&2

### Centers for Disease Control

Influenza Real-Time RT-PCR Panel  
(use by CDC-qualified laboratories only)

### Gen-Probe

Prodesse ProFlu™+  
Prodesse Pro hMPV™+  
Prodesse ProGastro™ Cd  
Prodesse ProParaflu™+  
Prodesse ProFAST™+  
Prodesse ProAdeno™+



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[www.biomerieux-usa.com](http://www.biomerieux-usa.com)



WV State Hygienic Lab  
167 11Th Avenue  
South Charleston, WV 25303  
"Purchaser"



Barbara Eckerd  
Assistant Laboratory Director  
+1 (304) 558-3530  
+1 (304) 558-2006

### Purchase Agreement

12/15/2011

Customer Number: 0001017782

Reference Number: 917504-7368v1

Equipment: NucliSENS easyMAG System (1)

1. This offer to enter into this Agreement is valid for thirty (30) days from the date stated above.
2. This Agreement becomes effective upon signature by an authorized representative of the Purchaser, and/or issuance of the Purchaser's Purchase Order, and acceptance by bioMérieux, Inc.
3. This Agreement is executed with the understanding that the Terms and Conditions and Security Agreement printed on the back of this Agreement are applicable and are incorporated herein.
4. Any inconsistency between any provision of any other document and the Terms and Conditions and Security Agreement shall be governed by the Terms and Conditions of the Security Agreement, except where specific mention of such inconsistency appears and is acknowledged in writing by both parties.
5. Instrument and Disposable prices are quoted and invoiced by bioMérieux, Inc.'s facilities with Freight and handling prepaid and added to invoice. Applicable prices for Disposables shall be provided in Exhibit A attached hereto and incorporated herein.

Additional  
Terms (for  
biomerieux,  
inc. use only)

**Services** Warranty is included for one (1) year from the date of installation. After the expiration date of the warranty, a service contract may be executed with bioMérieux, Inc.

**Training** Training will be provided by bioMerieux at the Purchaser's Laboratory site. Upon completion of the initial Instrument Installation and Training, additional Customer requested In-Lab training will be billed as per the Training Services Fee Schedule.

**Pricing** List Price: \$79,500.00  
Discounts: (\$14,500.00)

**Purchase Price: \$65,000.00**

Note: When bioMérieux, Inc. accepts a trade-in instrument, if the trade-in instrument is not received within 120 days from the installation of the new Instrument, bioMérieux, Inc will rescind the trade-in allowance and invoice the Purchaser for the amount of such allowance.

**We have read and agree to the above Terms and Conditions.**

\_\_\_\_\_  
Date: 12/16/2011  
Authorized representative of: bioMérieux, Inc. Manager  
Print Name: Laura Clark  
Title: Molecular Business Specialist

WV State Hygienic Lab  
 167 11th Avenue  
 South Charleston, WV 25303  
 "Purchaser"



Barbara Eckerd  
 Assistant Laboratory Director  
 +1 (304) 558-3530  
 +1 (304) 558-2006

**Reagent Pricing Agreement**

12/15/2011

Customer Number: 0001017782

Special Instructions:  
 Start Date:  
 End Date:

Disregard item #6. Pricing shall not exceed 3% increase annually.

<u>Catalog #</u>	<u>Description</u>	<u>Annual Total # of Boxes</u>	<u>Price Per Box</u>	<u>Extended Price</u>
280133	easyMAG Magnetic Silica (48 tubes)	0	\$829.00	\$0.00
280134	easyMAG Lysis Buffer (4x 1 L bottles)	0	\$650.00	\$0.00
280135	easyMAG Disposables (48 sets)	0	\$748.00	\$0.00
280132	easyMAG Buffer 3 (4x 1 L bottles)	0	\$325.00	\$0.00
280131	easyMAG Buffer 2 (4x 1 L bottles)	0	\$179.00	\$0.00
280130	easyMAG Buffer 1 (4x 1 L bottles)	0	\$260.00	\$0.00
280146	Biohit Tips (10 racks of 96)	0	\$125.00	\$0.00
<b>Annual Totals</b>		<b>0</b>		<b>\$0.00</b>

The RPA is incorporated into the Agreement? Yes  No

If Yes, the RPA is referred to in the Agreement as Exhibit A, and is governed by the terms of such Agreement.

- This offer to enter into this Agreement is valid for thirty (30) days from the date stated above.
- Instrument and Disposable prices are quoted and invoiced by bioMérieux, Inc.'s facilities with Freight and handling prepaid and added to invoice.
- This RPA is executed with the understanding that the Terms and Conditions and Security Agreement printed on the back of this RPA are applicable and incorporated herein.
- Upon request, quantity and shipment dates for standing orders can be adjusted to meet the needs of the Purchaser subject to the Terms and Conditions and Security Agreement.
- This RPA, if not incorporated as an exhibit to any agreement, shall be entered into for a term of twelve (12) months from the date of its execution, in this case it will automatically be renewed for successive one (1) year periods, unless terminated by either party in writing at least thirty (30) days before the end of any one (1) year period.
- Twelve (12) months after the date of the RPA, the Disposable pricing shall increase by 7% annually.

**We have read and agree to the above Terms and Conditions and hereby grant a security interest in the Instrument and the Disposables.**

Date: \_\_\_\_\_ *Laura Eckerd* Date: *12/16/2011*  
 Authorized representative of: \_\_\_\_\_ bioMérieux, Inc. Manager  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_



**NucliSENS® easyMAG (SLOER)**  
Standard Laboratory Operating Environment Requirements



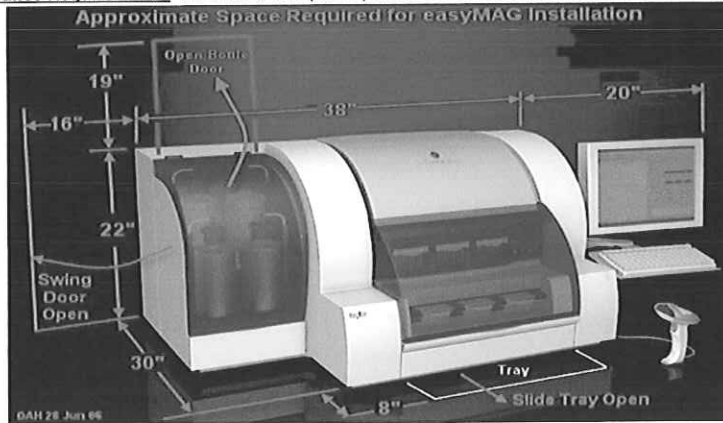
**1. Physical Specifications:**

Note: Receiving dock and the internal delivery route must be able to accommodate the size and weight of instruments being delivered.

**Dimensions (with monitor & keyboard):** Height: 21 in. (53 cm), Width: 59 in (150 cm), Depth: 26 in. (66 cm)

**Weight:** Dry instrument including monitor and keyboard - approximately 282 lb (128 kg). Computer - 18 lb (8 kg).

**Instrument Clearance Requirements:** Minimum of 9 in (23 cm) above the instrument to allow access to reagent chamber.



Cart Required if location does not allow easy access for servicing by Field Service:

Yes - 48" X 28" Cart needed

Yes - 60" X 28" Cart needed

No - Cart not required

Minimum space of 44" D X 72" W Available for safe installation as approved by FSE

**2. Electrical Requirements:**

- Properly grounded AC power receptacle capable of providing electrical power to each easyMAG instrument, computer and printer. Total of 3 receptacles for a base system.
- Power supply: 100-240 V, 50/60 Hz, 400W.
- AC power outlets must be within 6 ft of each module installed.
- To ensure proper operation, the supporting electrical circuit must be maintained as a dedicated power source (i.e. not servicing large power consuming devices including, but not limited to, centrifuges, air conditioners, refrigerators, freezers, or any devices that radiate electrical noises).
- Note: It is recommended that each easyMAG instrument and computer module be connected to emergency power circuits, however, a dedicated UPS is not required.

**3. Environmental Requirements:**

- Ambient Temperature Range: 15° to 30° C (59-86F), and should not be placed in the direct path of heater/air conditioner vents or doors that could cause vast temperature fluctuations
- Room Relative Humidity: Maximum 80% RH, non-condensing
- Altitude: 0 - 2500 meters above sea level

**4. Location of the NucliSENS® easyMAG System:**

- The Customer must certify that both the bench and the supporting floor structure are capable of supporting the weight of all the system modules installed.
- The instrument clearance requirements specified above must be followed to allow for service accessibility and maintenance.

**5. Specific Customer Contact must be designated to coordinate the delivery and installation of the System.**

**6. Phone Requirements:**

- A phone to be used for troubleshooting with technical support is extremely helpful (but not mandatory) to have within reach of the instrument

**7. Site Inspection**

- A bioMerieux, Inc. Field Engineer may perform a site inspection to confirm the status of the above requirements prior to scheduling system installation.
- Routine site inspections by Field Engineers are not performed unless specifically requested or deemed necessary after consultation between Field Service and Sales Management.



## NucliSENS® easyMAG™ Specification and Requirements

bioMérieux Inc. is the sole supplier of the easyMAG instrument and all related reagents and disposables. We partner with Cardinal and Fisher for distribution.

### **Instrument Characteristics for Automated Total Nucleic Acid Extraction**

- System must have capacity for 24 simultaneous extractions, with the option of 1, 2, or 3 sets of 8.
- The system must be able to automatically isolate Total Nucleic Acids, using a single universal, unique bar-coded set of reagents for all sample types and volumes.
- Allows for the addition of an internal or inhibition control.
- The system must be able to process various sample types and sample volumes (from 10ul up to 1000ul of serum/plasma) within the same run, without QS of the sample.
- The system must allow the user to select different elution volumes for each sample within a run, as low as 25 uls.
- The elute must be ready for downstream applications without further manipulation.
- Extraction reagents must be on-board, and bar-coded for monitoring, and stable for a minimum of 30 days.
- Reagents must be monitored by the system for volumes, expiration dates, waste, and lot numbers via bar coding.
- The system must be able to verify by bar code and disposable placement of the sample and tip set insertion.
- The system must have the option of reading a bar code label off the patient specimen for sample data input.
- The system must be able to give the user the option of either on-board or off-board lysis.
- The system should have minimal plastics, (only 2 pieces as a set) minimizing waste and inventory volumes and procedures.
- The system must utilize BOOM® technology utilizing magnetic silica particles, in the extraction procedure.
- The system must have a minimum throughput of 24 samples per run (~60 minutes with on-board lysis or ~45 minutes with off-board lysis).
- Small footprint of the instrument of ~20in. x 41in. and a computer monitor.
- No ultra centrifugation required for primary samples.
- No addition of other organic solvents or ethanol.



### **System Software Characteristics**

- The system must have a "windows- type" software platform.
- System must utilize a touch screen, icon-based interface.
- System must include ability for user login for tracking.
- System will be compatible to feed into downstream lab software.
- High-speed computer per spec requirements of the software.