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	PAGE
LBS10091	1

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

VENDOR
*709070313 01 304-757-7457
SIEMENS HEALTHCARE DIAGNOSTICS
1717 DEERFIELD RD
PO BOX 778
DEERFIELD IL 60015

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
04/15/2010				

BID OPENING DATE: 05/20/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				OPEN-END BLANKET CONTRACT There will be no capital outlay required by BPH - Laboratory Services for the equipment included in this proposal Please see the attached Price Exhibit for additional details		
0001	6,000	EA		475-00-99-001	$7.20	$51,804
	HEPATITIS C - ASSAY FOR DETECTION OF ANTIBODY TO					
				OPEN-END CONTRACT TO PROVIDE REAGENTS FOR THE DETECTION OF HEPATITIS C, HIV-1, AND HIV-2 PLUS O GROUP IN SERUM SPECIMEN. SELECTED VENDOR IS TO PROVIDE A FULLY AUTOMATED ANALYZER AT NO ADDITIONAL CHARGE FOR USE WITH THE SELECTED REAGENTS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.		
0002	9,000	EA		475-00-99-001	$5.67	$66,847
	HIV-1, HIV-1 AND O GROUP - ASSAY FOR THE DETECTION					
	EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE					

RECEIVED
2010 MAY 19 A 10:38
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
[signature]	847-267-5300	May-20-2010
TITLE: VP, Sales & Customer Operations	FEIN: 95-2802182	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.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
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Request for Quotation

RFQ NUMBER	PAGE
LBS10091	2

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304-558-0067

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*709070313 01 304-757-7457
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DEERFIELD IL 60015

SHIP TO
HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

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ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

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.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
[signature]	847-267-5300	May-20-2010

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP, Sales & Customer Operations	95-2802182	

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

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	PAGE
LBS10091	3

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BPH - LABORATORY SERVICES

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THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

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 ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

INQUIRIES:
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 5/4/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

ROBERTA WAGNER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
[signature]	847-267-5300	May-20-2010
TITLE: VP, Sales & Customer Operations	FEIN: 95-2802182	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER	PAGE
LBS10091	4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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25303 304-558-3530

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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25311

FAX: 304-558-4115
E-MAIL: ROBERTA.A.WAGNER@WV.GOV

EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

REV. 3/88
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINI 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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
[signature]	847-267-5300	May-20-2010

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP, Sales & Customer Operations	95-2802182	

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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Request for Quotation

RFQ NUMBER	PAGE
LBS10091	5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER:----------RW/FILE 22----------

RFQ. NO.:----------LBS10091----------

BID OPENING DATE:----------5/20/2010----------

BID OPENING TIME:----------1:30 PM----------

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

847-267-5325

CONTACT PERSON (PLEASE PRINT CLEARLY):
Kate Sweas

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [signature] TELEPHONE 847-267-5300 DATE May-20-2010

TITLE VP, Sales & Customer Operations FEIN 95-2802182 ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
Department of Administration
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Request for Quotation

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LBS10091	6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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HEALTH AND HUMAN RESOURCES
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04/15/2010				

BID OPENING DATE: 05/20/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	****** THIS IS THE END OF RFQ LBS10091 ****** TOTAL:					$118,651

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [signature] TELEPHONE 847-267-5300 DATE May-20-2010

TITLE VP, Sales & Customer Operations FEIN 95-2802182 ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COST SHEET

Bidders shall provide a cost for the following:

Item	Test Type Description (**Vendor to include name of kit and item number**)	Estimated Annual Usage	Individual Test Unit Cost (**To be completed by vendor**)	Total Kit Cost(**To be completed by vendor**)	Total Estimated Annual Cost(**To be completed by vendor**)
1	Assay for the Detection of Antibody to Hepatitis C Virus	7,146 ~~6000~~	$7.20	$1,440 (200 Test/Kit)	$51,804
2	Assay for the Detection of HIV-1, HIV-2 and O group	11,661 ~~9000~~	$5.67	$1,134 (200 Test/Kit)	$66,847
				Grand Total =	$118,651

The award will be made to the vendor with the lowest grand total of the estimated annual cost which meets all requested specifications and requirements.

Vendor Signature

May-20-2010
Date

RFQ No. LBS10091

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: Siemens Healthcare Diagnostics

Authorized Signature: [signature] Date: 5/4/10

State of Illinois

County of Cook, to-wit:

Taken, subscribed, and sworn to before me this 4th day of May, 2010

My Commission expires 08/08, 2012

AFFIX SEAL HERE

OFFICIAL SEAL
SHELLEY CIRONE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/08/12

NOTARY PUBLIC [signature]

SIEMENS
RFQ # LBS10091

Specifications for System and Reagents for the Detection of Hepatitis C and HIV-1 and HIV-2 plus 0 groups. Please note - the number of tests requested are for bidding purposes only, and the vendor will be required to provide only the quantity needed, be it more or less.

System Specifications

- General Instrument Specification

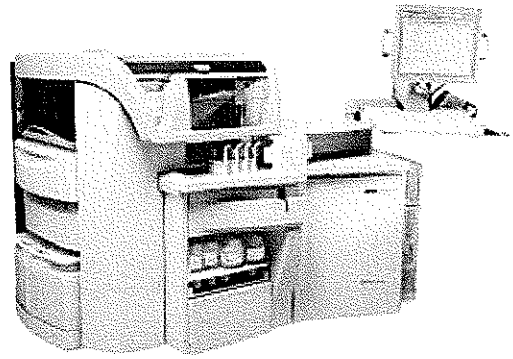

Figure 1. ADVIA Centaur® XP Immunoassay System

The ADVIA Centaur® XP System, designed to enhance efficiency and improve workflow, delivers a new level of productivity. The integration of intuitive design and advanced capabilities provides laboratories with system intelligence, state-of-the art technology and proven performance.

- *Powerful productivity through enhancements that deliver high throughput of up to 240 tests per hour with minimal hands-on time.*
- *Comprehensive menu that covers screening, diagnosis, risk assessment and monitoring, with over 65 available assays including a comprehensive infectious disease menu*
- *Advanced Features:*
  - *"No pause" sample*
  - *Reagent and Waste Management*
  - *Disposable tips eliminate carryover*
  - *Auto Repeat, Auto Rerun, and Auto Dilute*
  - *SMART algorithm software–Repeats and confirms reactive testing automatically*
  - *Clot detection and clot management*
  - *Automation Ready*

o Must have primary sample capacity of a minimum of 180 samples.

Yes. The ADVIA Centaur® XP has a 5-position rack that holds multiple tube types. The input queue holds up to 21 racks or 105 samples fully loaded while the output queue holds 15 racks or 75 samples.

ADVIA Centaur® XP has the capacity to hold 180 samples fully loaded and has no-pause loading and unloading.

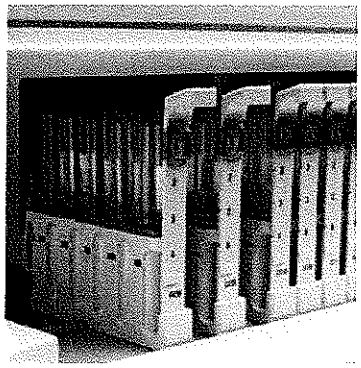

Figure 2. 5-position sample rack holds multiple size tubes

o Must have positive identification for samples, micro plates and reagents.

Yes. Once the Start button is pressed, the racks automatically move toward the sample area. The samples pass the barcode reader for positive sample identification.

The primary reagent compartment is refrigerated and holds 30 assays on-board. All reagent cassettes are barcoded and read whenever the reagent compartment is opened for positive identification.

o Must be able to sample tubes up to 16mm diameter.

Yes. The ADVIA Centaur XP can utilize sample tubes up to 16 mm in diameter. The ADVIA Centaur® XP Immunoassay System can utilize sample cups for short pediatric and geriatric samples but can not accommodate pediatric samples in bullets. The spring-loaded, self-centering, 5-position ADVIA Centaur® XP Immunoassay System rack accommodates multiple sizes of tubes; 3, 5 and 7 mL; plus pour off (nesting) cups for smaller samples. Different sized tubes can easily be placed in the same rack, which eliminates the need for dedicated racks. The ADVIA Centaur® XP System automatically detects the tube size and samples appropriately.

o Must be able to sample tubes up to 100mm in height

Yes. The ADVIA Centaur XP can utilize sample tubes up to 100 mm in height.

o Must be able to track bar-coded reagents, specimens and controls.

Yes. The ADVIA® Centaur reagent monitoring features barcode reagent identification, automatic inventory, reagent onboard stability, reagent expiration, reagent low/empty flagging, as well as calibration status.

The inprocess queue is where the sample barcode scanner reads the barcode labels on the rack and on each sample cup or tube. When the sample rack is in the inprocess queue, the sample probe aspirates the sample.

SIEMENS
RFQ # LBS10091

The Internet Barcode Label Generator is now available for Bio-Rad Controls used on the ADVIA Centaur® Systems. The Bio-Rad Barcode Label Generator enables customers to print Bio-Rad Control Labels on demand for use on the ADVIA Centaur® XP.

o Must have ability to support up to 31 controls and calibrators.

The ADVIA Centaur® XP has up to 30 assays refrigerated on-board. Reagents can be added or changed while the analyzer is running, no pause required. (Assay packs are available in 50 to 500 tests per pack options). The system supports calibrators as required for each assay.

The ADVIA Centaur® XP system allows the operator to define each control for use on the system. The system has the following data storage capabilities:

- *Define up to 50 tests per control*

  For example, for Ligand Plus 1, up to 50 tests can be defined including TSH-3, TSH, T3, T4, FT3, FrT4, and TUp.
- *Define up to 300 controls*
- *Store results for up to 10 lots of data for each test/control combination*

o Must be able to support multi-size reagent bottle volumes (milliliters) 3, 8, 15, 30, 60, and 125 ml.

Each reagent ReadyPack holds 50-500 tests, depending on the assay. Please refer to Exhibit_, ADVIA Centaur® XP Fast Facts for assay specific kit sizes available.

o Must have lot and expiration management for reagents.

Yes. ADVIA® Centaur XP reagent monitoring features barcode reagent and reagent lot identification, automatic inventory, reagent onboard stability, reagent expiration, reagent low/empty flagging, as well as calibration status.

o Must have on board capacity of 480 tips (5 boxes of 96 tips).

Yes. The ADVIA Centaur® XP has onboard capacity for 840 disposable sample tips.

o Must be able to track tip usage on instrument and use partially filled tip racks.

Yes. Tip usage is monitored on ADVIA Centaur® XP. The Supplies Status button changes to yellow when less than 120 tips remain. When tips are depleted, the button turns red. The operator is notified immediately when tips need to be replenished. The operator can view the actual count by clicking on the Supplies Status button.

The operator can load sample tips any time, even while the system processes samples.

o Must have tip waste capacity of > 1000 tips.

Yes. The Tip Waste bin has capacity for 1000 tips.

The operator can empty the tip waste bin at any time, even while the system processes samples. Sample tips are collected in a reservoir while the bin is removed from the system. The reservoir holds enough tips for approximately 5 minutes of operation.

o Must have mechanical tip detection.

Yes. The ADVIA Centaur® XP has a pressure transducer that enables detection of presence or absence of a tip on the sample probe.

o Must have liquid level and clot detection.

Yes. The ADVIA Centaur® Immunoassay Systems detect clotted samples with pressure transducer technology. The system ensures sample integrity by detecting complete obstructions in the sample probe, notifying the operator of the condition, and then performing management and recovery tasks. In addition to short sample, clot detection, and liquid level sensing, the ADVIA Centaur® System sample probe offers three distinct features:

- *Clot detection and management, with flexible options to aspirate the sample up to 3 more times, or to skip the tube entirely. This maximizes productivity and gives you the ability to set your criteria for clot management, thus ensuring that the ADVIA Centaur® Immunoassay System optimizes your lab operations.*
- *It uses disposable tips, one tip for every aspiration, eliminating sample carryover essential for immunoassay testing, especially infectious disease testing.*
- *Throughput is not compromised due to probe washing steps, which ensures continuous operation and the system always being ready.*

o Must accommodate both tube and micro tube dilutions.

Yes. The ADVIA Centaur® XP can accommodate 1 mL, 2 mL, 3 mL, 5mL, 7 mL,10 mL, and microcontainer tubes. Multiple types of specimen containers can be used on the system at any one time. Sample racks accommodate multiple tube types/sizes in the same rack. Special adapters are used for some specimen containers.

The operator can define automatic dilution options for certain tests. These options include diluting test results greater than a specified concentration and scheduling dilution profiles. A dilution profile enables the system to schedule multiple dilutions for a test.

The operator can also define dilution options for specific samples at the Worklist – Dilutions window. Specifying a dilution for a specific sample overrides the automatic dilution option for the test.

The operator can define manual dilution options for a specific sample at the Worklist – Dilutions window.

o Must have continuous load capability throughout sample processing.

Yes. The input queue holds up to 21 racks (105 samples) and allows for continuous sample loading.

o Must include computer system and software.

Yes. The ADVIA Centaur® XP includes the computer and software required to operate the system.

o Must be able to process blood virus, infectious disease and autoimmune assays at the same time.

Yes. The ADVIA Centaur® XP is a random access immunoassay system. The assay menu consists of assay groups for Allergy, Anemia, Cardiovascular, Congenital Disease, Fertility, Infectious Disease, Metabolic Function, Oncology, Therapeutic Drug Monitoring, and Thyroid Function. Please refer to Exhibit _, ADVIA Centaur XP Fast Facts for full assay menu.

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o Maximum dead volume not greater then 200(pL) microliters.

Yes. For assays processed on the ADVIA Centaur® XP system, the minimum required sample volume for a reportable result depends on the following factors:

- *Sample volume for the assay*
- *Sample volume needed to prime the sample tip*
- *Volume of unusable sample for the sample container.*

Tip prime volume is 10 µL for sample volumes ≤ 50 µL and 20 µL for sample volumes > 50 µL.

ADVIA Centaur® XP unusable volume ranges from 50 µL in a Sample Cup to 450 µL in a Large Transfer Tube. Small or precious samples can be placed in sample cup for maximum sample utilization.

Worst case scenario for sample volume requirement is 700 µL for an assay requiring 200 µL sample size plus 50 µL for tip prime and 450 µL dead volume if sample is in a large transfer tube. Most manufacturers' tubes require far less dead volume than a transfer tube. Details regarding specific tube type dead volumes are listed in the operator manual.

o Positive sample identification must be on plates and reagents.

Yes. While the sample rack is in the inprocess queue, the sample barcode scanner reads the barcode labels on the rack and on each sample cup or tube prior to sample aspiration. This provides positive identification of samples.

The system does not use sample plates for testing. Testing is performed in individual disposable cuvettes. The system continuously tracks the position and contents of each cuvette.

All reagent cassettes are barcoded and scanned for positive identification whenever the reagent compartment is opened.

Ancillary Reagents are used for dilutions, pretreatments, and certain tests that require special washes. Each pack is barcoded for inventory management onboard.

System fluids required for testing include Acid, Base, and bulk wash fluids (Wash 1 and Wash 3). The bottles and positions are notched to ensure proper loading.

o All additional kits, reagents or consumables to perform the test must be included in the cost of the test (example includes but not limited to tubes, wash buffer or stop reagents). A list of these items must be included with the vendor bid.

Calibrators, QC, and consumables are all included in the test kit price.

Siemens has included in the quotes the following consumables to perform the required tests.

Cat #	*Consumable*
112219	*ACID/BASE RGT 1&2*
3439141	*AHCV QC KIT*
112748	*CLN SOLN 12PK*
078-K139-01	*KIT SAMPLE TIPS (6480/PKG)*
078-K138-01	*KIT, CUVETTES 3000 PACK*
078-K137-01	*KIT, SAMPLE CUP 1500 PACK*
3773025	*XP WASH 1*

- Washer Specifications

ADVIA Centaur XP is fully automated immunoassay analyzer from sampling to result. This section is not applicable to ADVIA Centaur XP.

o Must have an 8 channel manifold.

n/a

o Must accommodate flat, U and V shaped plate bottom shapes.

n/a

o Must have a plate and strip wash mode.

n/a

o Must accommodate variable wash cycles of 1 to 9.

n/a

o Must accommodate plate soak times of 0-999 seconds.

n/a

o Must have wash buffer with level sensors of 2x2L and 2x1 L.

n/a

o Must have waste capacity with level sensors of 1x10L.

n/a

- Reader Specifications

ADVIA Centaur XP is fully automated immunoassay analyzer from sampling to result. This section is not applicable to ADVIA Centaur XP.

o Must have 8 channel read head.

n/a

o Read time for full plate must not be more than 15 seconds.

n/a

o Must have a halogen light source.

n/a

o Must have a reading range of up to 3.5 Optical Density (O.D.).

n/a

o Must be equipped with at least 8 filter wheels to include 405, 450, 492, 550, 620 and 690nm.

n/a

o Must have an over-filter range.

n/a

o Must have linearity (0-3.0 0. D.) to 1 %.

n/a

o Must have precision (0-2.0 O.D) to 2.5%.

n/a

- Computer Interface specifications-

o Must have able to track reactive results and perform duplicate assays prior to confirmation.

Yes. Smart Algorithm Software automatically repeats and confirms reactive testing

o Must create a primary sample validation screen and Worklist for reactive samples.

Yes. The Worklist–Summary screen provides Worklist management functions including access to sample result validation functions and worklist management. The operator has many options for viewing and sorting samples and results as well as performing various operations on the displayed samples such as locating samples in the exit queue, ordering additional testing, and reviewing/releasing results.

o Must be able to process and send repeat Worklist to instrument for analysis.

Yes. The ADVIA Centaur® XP automatically repeats tests according to user-defined parameters. The test is repeated if the appropriate "Repeat if" criteria are selected for Check Range at the Test – Ranges window.

o Must be able to check assay results to see if the results are final (repeat reactive) or require repeating (initially reactive).

Yes. The ADVIA Centaur® XP displays the "Above Check" flag if the result is above the check range entered in the test definition. The test is repeated if you select Repeat if > for Check Range at the Test – Ranges window. If you have selected Repeat if < for Check Range, the message displayed for affected samples is "Below Check."

If the result is flagged with "Autorepeat," the system automatically repeated this test as specified in the test definition.

o Vendor must be willing to assist in the export process to LIMS system, if required by laboratory.

Siemens agrees. The laboratory can call Siemens' IT/LIS department for assistance.

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- Training/installation Requirements

o Vendor must provide a company representative for installation and training. Subcontracting of these services will not be acceptable to the State of West Virginia. Any vendor responding to this contract that proposes to utilize a subcontractor will not be considered during the award process.

Siemens will provide training and installation.

The installation process begins with a pre-installation survey conducted by the local team for each account. The team can include the Customer Care Manager, Sales Representative, Primary Field Service Engineer (FSE) and Technical Applications Specialist (TAS) assigned to a specific customer.

The team reviews a variety of topics that address site preparedness; system and LIS specifications; hardware delivery and installation; method calibration, validation and correlation; and formal and on-site training expectations.

Field Service Engineer physically installs and performs EM (electromechanical checks) to verify equipment is performing to our specs

Following the hardware installation and verification, the instrument is turned over to the TAS for further testing and training. The TAS works with the Primary Operator to customize and set up instruments and to perform calibrations, precision, linearity, and correlation studies for all assays and run quality control volume. The TAS formalizes all data for laboratory administrator to review and approve.

Future assay additions and reformulations are handled by the TAS in the same manner.

The TAS will use the published calibration specifications for slope, precision, and intercept to accept or reject calibrations on methods to be used at each customer facility.

Depending on the material used and the conversion instrument, precision, linearity, and validation is evaluated based on determinations set forth in the Pre-Installation visit.

During the chemistry testing portion of the installation, additional primary operator training is provided and secondary operator training is conducted per schedules jointly developed by the lab management and the TAS. Each hospital site will then work with their Siemens TAS to determine the extent of on-site training necessary to meet their requirements.

o Installation and training for equipment must be completed within eight weeks of delivery date and must include one (1) key operator training at the vendor's training site at the vendor's expense, if required by the laboratory.

Siemens will make every reasonable effort to install and complete on-site training within eight weeks of delivery date. Siemens has included one (1) primary operator (offsite) training slot at Siemens training facility. Offsite training includes reasonable transportation, lodging, meals, and training materials

- Equipment Ownership/Maintenance/Technical Assistance Requirements

o Vendor will retain ownership of all instrumentation.

Siemens agrees

o All instrumentation provided by the selected vendor must be maintained at the vendor's expense during the term of this contract.

Siemens agrees

o Preventative maintenance visits at the laboratory must be provided at no additional charge to the Office of Laboratory Services.

Siemens agrees

o Selected Vendor must provide a company representative for technical service, upgrades, repairs, and maintenance.

Siemens agrees

o Technical assistance must be available by telephone during normal business hours 8:00 am to 5pm EST, Monday through Friday.

The Technical Solutions Center (TSC) is Siemens' front line operation to resolve minor issues and get the instrument operational as fast as possible. The TSC is available 24 hours per day, 7 days per week, 365 days per year for all inquiries including clinical and technical phone assistance or on-site service requests.

o If technical assistance does not resolve reported problems, then replacement parts or an on-site vendor representative must be made available within 24 hours (except on weekends). If problem is still not resolved the vendor must provide a loaner module or replacement module at vendor's expense.

Siemens shall guarantee an average emergency onsite response time (from time of dispatch) of 24 hours or less during normal business hours and 24 hours or less during all other hours of operation, including weekends and holidays. Normal business hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. "Emergency" shall be defined as the state existing when the equipment is "down" and unavailable for quality patient testing and there is no alternative method available for running the tests. Regular repair response times shall be onsite the following business day from notification. Phone response time is 1 hour. The foregoing shall only apply during a period in which the Equipment is covered under a Siemens 24x7 or Business Hours Service Agreement or if BPH – Laboratory Services agrees to provide a purchase order for service during times not covered by the Business Hours Service agreement.

The above guarantee shall only apply in the event that BPH – Laboratory Services maintains and operates the Equipment in accordance with the manufacturers' specifications and the applicable operating manual and to Equipment problems which are not the direct or indirect result of Equipment misuse or improper maintenance, neglect, or failure to perform routine or scheduled maintenance. This also shall not apply in the event that BPH – Laboratory Services mutually agrees with the Technical Solutions Center or Field Service Engineer that additional parts that are not normally included in the field trunk inventory are needed to facilitate the repair of the Equipment

Siemens is sensitive to the impact of instrument replacement on the customer lab and staff. Every effort will be made to repair the instrument before considering a replacement. In the event

an instrument can not be repaired or is exhibiting repetitive failure rates in excess of national averages, a Request for Quality Replacement is initiated. This request is evaluated based on the performance / failure history of the instrument as well as criteria contained in the Global Quality Replacement Procedure. The request is supported by recommendations from the Customer Care Manager, Area Service Director, Regional Sales VP (if required), Director of Global Product Support and the Instrument Product Manager.

Assay Specifications

• For the detection of anti-body to Hepatitis C Virus (Anti-HCV).

o Must detect antibodies to Hepatitis C Virus in human serum or plasma

Yes. The ADVIA Centaur HCV assay is an indirect two wash sandwich immunoassay used for the detection of IgG antibody to hepatitis C virus (HCV) in human serum or plasma.

o Must meet the following criteria for a qualitative assay of antibody to Hepatitis C virus:

- Must utilize microwells coated with recombinant Hepatitis C virus encodedantigens as a solid phase in a 96 well plate.

The ADVIA Centaur HCV assay is an indirect two-wash sandwich immunoassay. The sample is incubated with Solid Phase containing recombinant and synthetic peptide HCV antigens. Antigen-antibody complexes will form if anti-HCV antibody is present in the sample. Lite Reagent containing monoclonal anti-human IgG labeled with acridinium ester is used to detect anti-HCV IgG in the sample.

The system automatically performs the following actions:

- *dispenses 10 µL of sample into a cuvette*
- *dispenses 100 µL Ancillary Reagent from the HCV Ancillary pack and incubates for 5 minutes at 37°C*
- *dispenses 100 µL of Solid Phase Reagent and 50 µL of Ancillary Reagent from the HCV ReadyPack® (primary reagent pack) and incubates for 18 minutes at 37°C*
- *separates the Solid Phase from the mixture and aspirates the unbound reagent*
- *washes the cuvette with Wash 1*
- *dispenses 50 µL of Lite Reagent, incubates the mixture for 18 minutes at 37°C*
- *washes the cuvette with Wash 1*
- *dispenses 300 µL each of Acid Reagent and Base Reagent to initiate the chemiluminescent reaction*
- *reports results according to the selected option, as described in the system operating instructions or in the online help system*

The relative light units (RLUs) detected by the ADVIA Centaur system are used to calculate the Index Value from the Master Curve. Assay results above the cutoff of the assay are not indicative of antibody level. Refer to Interpretation of Results for a description of the Cutoff Value calculation.

- Must use HCV recombinant proteins derived from the core NS3,

NS4 and NS5 region of the HCV genome.

Yes. The ADVIA Centaur HCV assay uses two HCV recombinant (c200 and NS5) antigens and one synthetic HCV core (c22) peptide. The c200 protein is derived from both the NS3 and NS4 sequences. At least two major epitopes are located within the NS3 and NS4 regions. These two specific epitopes have been extensively studied and shown to be critical for the detection of antibodies in individuals infected with HCV. The NS5 antigen is derived from the putative RNA polymerase portion of the HCV genome. A significant number of individuals infected with HCV develop an immunologic response to NS5. The c22 peptide is an amino acid sequence derived from the core region of the genome. This peptide contains the major HCV core epitope. An immunologic response to the core protein is often an early indicator of infection by HCV.1

- Must be FDA approved method.

Yes. The ADVIA Centaur HCV assay is FDA cleared.

- Must have a specificity of 99.95% or better in low prevalence populations.

Percent positive and percent negative agreement between the Centaur HCV assay and HCV status were calculated for subjects with various risks for viral hepatitis or HCV infection, and for the overall study population (N=2181). The table below summarizes these calculations and provides the upper and lower 95% exact confidence intervals. For the purposes of calculating percent agreement, Centaur HCV assay reactive samples whose HCV status remained 'Not Determined' following supplemental NAT testing were considered 'Not HCV Infected', and Centaur HCV assay nonreactive samples whose HCV status remained 'Not Determined' following supplemental NAT testing were considered 'HCV Infected'.

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ADVIA Centaur HCV

Percent Agreement and Confidence Intervals for Infected and Not Infected HCV Status and ADVIA Centaur anti-HCV Assay: Positive and Negative Results by Presumptive Diagnosis and Risk Groups for Hepatitis

ADVIA Centaur HCV Assay vs. HCV Status

All Testing Sites

Presumptive Diagnosis and Risk Groups	*Positive Percent Agreement % (x/n)[a]*	*95% Exact Confidence Interval*	*Negative Percent Agreement % (x/n)[a]*	*95% Exact Confidence Interval*
Signs and Symptoms	99.85 (651/652)	99.15 to 100.00	95.36 (185/194)	91.38 to 97.86
Hemophiliac	100.00 (78/78)	95.38 to 100.00	100.00 (3/3)	29.24 to 100.00
IVDU, current or past	100.00 (194/194)	98.12 to 100.00	91.67 (55/60)	81.61 to 97.24
Dialysis	100.00 (31/31)	88.78 to 100.00	96.45 (163/169)	92.43 to 98.69
Transfusion/ Transplant	100.00 (67/67)	94.64 to 100.00	98.85 (172/174)	95.91 to 99.86
High Risk Sex[b]	100.00 (24/24)	85.75 to 100.00	98.50 (197/200)	95.68 to 99.69
Healthcare Worker	100.00 (8/8)	63.06 to 100.00	100.00 (201/201)	98.18 to 100.00
HIV infected	100.00 (1/1)	2.50 to 100.00	100.00 (10/10)	69.15 to 100.00
Other[c]	100.00 (17/17)	80.49 to 100.00	96.94 (95/98)	91.31 to 99.36
None Specified	–	–	–	–
Overall	99.91 (1071/1072)	99.48 to 100.00	97.48 (1081/1109)	96.37 to 98.32

a x = the number of ADVIA Centaur HCV results that were reactive (or were nonreactive) in agreement with the final HCV status as determined by supplemental testing where necessary; n = the total number of final HCV infected status (or final HCV not infected status) results as determined by supplemental testing, where necessary.
Positive/negative % agreement = {[Number of ADVIA Centaur HCV reactive (confirmed) or non-reactive in agreement with the HCV infected status or HCV not infected HCV status / [Total number of HCV infected status or HCV noninfected HCV status]} X 100.

b The high risk sex group included patients with a diagnosis of a sexually transmitted disease, a sexual partner with a history of hepatitis, same sex sexual preference, multiple sex partners, HIV infected partner, or prostitutes.

c The other risk group includes patients with the following risk factors: sharing straw cocaine, tattoo, history of incarceration, body piercing, family history of hepatitis, immunocompromised patient, tattoo artist, mortician or other known hepatitis exposure event.

The overall positive percent agreement between the ADVIA Centaur HCV assay results and HCV infected status for the prospective population was 99.91% (1071 of 1072 patients). The overall negative percent agreement between the ADVIA Centaur HCV assay results and HCV not infected status for the prospective population was 97.48% (1081 of 1109 patients). There were no differences among the presumptive diagnosis and risk groups for HCV infection in the percent positive or percent negative agreements.

o Must not require a sample size greater than 100(pl) microliters.

Yes. The ADVIA Centaur HCV assay requires 10 µL of sample to perform the initial test. An additional 10 µL is used to prime the pipette tip.

o All steps in the method must be adaptable to automation.

Yes. The ADVIA Centaur HCV assay is fully automated.

o All additional reagents or consumables to perform the test must be included in the cost of the test (example includes but not limited to tubes, wash buffer or stop reagents). A list of these items must be included with the vendor bid.

Calibrators, QC, and consumables are all included in the test kit price.

Siemens has included in the quotes the following consumables to perform the required tests.

Cat #	*Consumable*
112219	*ACID/BASE RGT 1&2*
3439141	*AHCV QC KIT*
112748	*CLN SOLN 12PK*
078-K139-01	*KIT SAMPLE TIPS (6480/PKG)*
078-K138-01	*KIT, CUVETTES 3000 PACK*
078-K137-01	*KIT, SAMPLE CUP 1500 PACK*
3773025	*XP WASH 1*

o Kits must have a minimum 90 day expiration for all kits

Yes. Reagents are stable through the expiration date printed on the pack label. Average shelf life is 12 months (assay dependent). Siemens guarantees 8 weeks shelf life at shipment. Onboard stability is 41 days.

- For the detection of HIV-1, HIV-2 plus 0 group.
  - o Must detect antibodies to HIV-1, HIV-2 plus group 0 in serum, plasma and cadaveric samples.

Yes. The ADVIA Centaur HIV 1/O/2 Enhanced assay is an in vitro diagnostic immunoassay for the qualitative determination of antibodies to the human immunodeficiency virus type 1, including Group O, and/or type 2 in serum or plasma (potassium EDTA, lithium or sodium heparinized, or ACD) using the ADVIA Centaur and ADVIA Centaur XP systems.

Serum, potassium EDTA plasma, lithium or sodium heparinized plasma, and ACD plasma are the recommended specimen types for this assay. Do not use specimens with obvious microbial contamination. The performance of the ADVIA Centaur HIV 1/O/2 Enhanced assay has not been established with cord blood, neonatal specimens, cadaver specimens, heat-inactivated specimens, or body fluids other than serum or plasma such as saliva, urine, amniotic, or pleural fluid.

o Must be an FDA approved method for HIV-1, HIV-2 and 0 group.

Yes. The ADVIA Centaur HIV 1/O/2 Enhanced is FDA cleared for the qualitative determination of antibodies to the human immunodeficiency virus type 1, including Group O, and/or type 2 in serum or plasma (potassium EDTA, lithium or sodium heparinized, or ACD) using the ADVIA Centaur and ADVIA Centaur XP systems.

o Must meet the following criteria for HIV-1, HIV-2 plus group 0 recombinant DNA/synthetic peptide assay

- Must utilize microwells coated with a mixture of peptides: *env* and pol sequences for HIV-1 and HIV-2.

The ADVIA Centaur HIV 1/O/2 Enhanced assay uses yeast recombinant derived antigens corresponding to the viral envelope and core proteins. Recombinant antigens include an HIV-1 envelope protein (gp41/120), an HIV-1 core protein (p24), and an HIV-2 envelope protein (gp36). A synthetic peptide is added for the detection of antibodies to HIV-1 group O.

- Synthetic Peptide Immunoassay for the detection of the antibody to HIV-1 and HIV-2.

The ADVIA Centaur HIV 1/O/2 Enhanced assay uses yeast recombinant derived antigens corresponding to the viral envelope and core proteins. Recombinant antigens include an HIV-1 envelope protein (gp41/120), an HIV-1 core protein (p24), and an HIV-2 envelope protein (gp36). A synthetic peptide is added for the detection of antibodies to HIV-1 group O.

o Must be a direct antibody sandwich ELISA in a solid phase microwell.

The ADVIA Centaur HIV 1/O/2 Enhanced assay is a two-wash antigen sandwich immunoassay in which antigens are bridged by antibody present in the patient sample. The Solid Phase contains a preformed complex of streptavidin coated paramagnetic microparticles and biotinylated HIV-1 and HIV-2 recombinant antigens and Group O peptide antigen. This reagent is used to capture anti-HIV-1 and/or HIV-2 antibodies in the specimen. The Ancillary Lite Reagent and Lite Reagent contain acridinium ester labeled HIV-1 and HIV-2 recombinant antigens and Group O peptide antigen used to detect anti-HIV-1 and/or HIV-2 antibodies bound to the Solid Phase in the sample.

The system automatically performs the following steps:

- *dispenses 50 µL of specimen into a cuvette and incubates for 6 minutes at 37°C*
- *dispenses 100 µL of Solid Phase and 50 µL of Ancillary Lite Reagent and incubates for 18 minutes at 37°C*
- *separates the Solid Phase from the mixture and aspirates the unbound reagent*
- *washes the cuvette with Wash 1*
- *dispenses 50 µL of Lite Reagent, incubates the mixture for 18 minutes at 37°C*
- *separates the Solid Phase from the mixture and aspirates unbound reagent*
- *washes the cuvette with Wash 1*
- *dispenses 300 µL each of Acid Reagent and Base Reagent* to initiate the chemiluminescent reaction*
- *reports results in index values*

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A direct relationship exists between the amount of HIV 1/O/2 antibody activity present in the specimen and the amount of relative light units (RLUs) detected by the system. A result of reactive or nonreactive is determined according to the Index Value established with the calibrators. Refer to Interpretation of Results for a description of the Cutoff Value calculation.

** Components required for use in running the ADVIA Centaur Systems*

o Kit must have break apart microstrips

Not applicable. The ADVIA Centaur XP does not use microstrips. Testing is performed automatically on the system in individual cuvettes.

o Sample size must not be greater than 75 (NI) microliters

Yes. The ADVIA Centaur HIV 1/O/2 Enhanced assay pipettes 50 µL of sample. An additional 10 µL is used to prime the pipette tip. Additional sample required depends on the residual volume requirement of the sample container. Small or precious samples may be placed in a sample cup (residual volume 50 µL) for processing.

o Turnaround time must not be greater than 3 hours for the HIV assay

Yes. Time to first result is 58 minutes.

o All steps in the method must be automated including data reduction on one primary Microplate instrument.

Yes. The ADVIA Centaur HIV 1/O/2 Enhanced assay is fully automated.

o Chromogen should not be lot specific for kit

Not applicable.

o All additional reagents or consumables to perform the test must be included in the cost of the test (example includes but not limited to tubes, wash buffer or stop reagents). A list of these items must be included with the vendor bid.

Calibrators, QC, and consumables are all included in the test kit price.

Siemens has included in the quotes the following consumables to perform the required tests.

Cat #	*Consumable*
112219	*ACID/BASE RGT 1&2*
3439141	*AHCV QC KIT*
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078-K139-01	*KIT SAMPLE TIPS (6480/PKG)*
078-K138-01	*KIT, CUVETTES 3000 PACK*
078-K137-01	*KIT, SAMPLE CUP 1500 PACK*
3773025	*XP WASH 1*

o Kits must have a minimum 90 day expiration date.

Yes. Reagents are stable through the expiration date printed on the pack label. Average shelf life is 12 months (assay dependent). Siemens guarantees 8 weeks shelf life at shipment. Onboard stability is 28 days.

- Delivery/Shipping Requirements

  o F.O.B. Destination unless vendor states otherwise in submitted quotation.
  Siemens agrees. Prices presented here include instrument shipping, FOB destination, freight pre-paid and absorbed by Siemens.

  o Reagents must be shipped no more than 3 days after vendor receives order.
  Reagents are shipped 2 to 3 days after receipt of valid purchase order.

  o Vendor must inform laboratory of any delay in shipping of kits due to manufacture issues.

  Siemens agrees. Backorders are communicated via the Atlanta Customer Service Center if it is a temporary short term backorder. If there is a long term backorder/unavailability to provide product, a customer letter is sent to all customers purchasing that particular product.

- Life of Contract

  o This contract is to be effective for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract. At the end of one (1) year, an option is reserved to renew the agreement in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

  Payment will be made is arrears.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASEON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY INEMERGENCIES DUETO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASEIN THE VOLUME OF WORK.)

In the event that Siemens cannot supply Consumables so that Customer can perform tests in accordance with the terms and conditions of this Agreement because of product defects, back orders, or recalls, and as a result Customer cannot perform necessary tests, then Customer may, as Customer's sole remedy, either (i) purchase the Consumables necessary to perform the test from another vendor or (ii) engage a reference laboratory to provide the test, and Siemens will reimburse Customer for the reasonable difference between the price paid to the other vendor or the reference laboratory and the price that would have been paid under this Agreement for Customer to perform the test. Such tests shall count towards the Minimum Purchase Commitment that is required under this Agreement, however, Customer acknowledges that the cost of Customer's use of the Equipment is included in the price of the Consumables, and that all rights of SDFC and any Assignee under this Agreement to payment for such costs are not to be offset or limited in any manner whatsoever by Customer's right to reimbursement from Siemens."

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LOCAL GOVERNMENTBODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSALTO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THEBID SHALL EXTEND TOPOLITICAL SUBDIVISIONS OF THE STATEOF WEST VIRGINIA. IF THEVENDOR DOES NOT WISHTO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONSOF THE STATE, THE VENDOR MUST CLEARLY INDICATESUCHREFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THISCONTRACT IN ANY MANNER.

The pricing being offered by Siemens is for this specific account listed in the beginning of the RFP, Health and Human resources BPH – Laboratory services. If any additional accounts want to join later, Siemens will renegotiate pricing at that time.

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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.
Siemens agrees.

2. The State may accept or reject in part, or in whole, any bid.
Siemens agrees.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required $125 fee.
Siemens agrees and is properly registered as a vendor with the Purchasing Division.

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.
Siemens agrees.

5. Payment may only be made after the delivery and acceptance of goods or services
Siemens agrees. Acceptance upon delivery, payment terms are net 30 days from date of invoice.

6. Interest may be paid for late payment in accordance with the West Virginia Code.
Siemens agrees.

7. Vendor preference will be granted upon written request in accordance with the West Virginia Code
Siemens agrees.

8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
Siemens agrees. And, if this would ever change in the future, Siemens would be pleased to again discuss tax exemption status with the State of West Virginia.

In the event that any taxes are outside the scope of the tax exemption certificate, the State would remain responsible for such taxes. However, if during this Agreement Siemens would receive property tax bills for the State of West Virginia in connection to Health and Human Resources – BPH Laboratory Services, Siemens also agrees to <u>not</u> invoice the customer for such property tax.

9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
Siemens agrees.

10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
Siemens agrees.

11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
Siemens agrees.

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.
Siemens agrees.

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
Siemens agrees.

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:liwww state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
Siemens agrees.

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.
Siemens agrees.

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.
Siemens does not agree. Antitrust language is not applicable to products and services offered by Siemens on this bid.

INSTRUCTIONS TO BIDDERS

1 Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form
Siemens agrees.

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.
Siemens agrees.

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.
Siemens agrees. Prices presented here include instrument shipping, FOB destination, freight pre-paid and absorbed by Siemens.

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
Siemens agrees.

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).
Siemens agrees.