



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
LBS12044

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
11/18/2011				

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	193-36	OPEN-END BLANKET CONTRACT		
<p>REAGENTS FOR AN AUTOMATED PROCESSING SYSTEM</p> <p>TO PROVIDE AN FDA CLEARED FULLY AUTOMATED PROCESSING SYSTEM AND REAGENTS TO PERFORM NUCLEIC ACID AMPLIFICATION TESTS (NAAT) FOR THE SIMULTANEOUS DETECTION AND DIFFERENTIATION OF CHLAMYDIA TRACHOMATIS (CT) AND/OR NEISSERIA GONORRHOEAE (GC) ON URINE, CERVICAL, URETHRA OR VAGINAL SWAB SPECIMENS AND TO PERFORM THE TESTING BASED ON THE ATTACHED SPECIFICATIONS.</p> <p>MUST BE FDA APPROVED</p> <p>ALL EQUIPMENT, MAINTENANCE AND REPAIR PARTS ON THIS CONTRACT SHALL BE PROVIDED FREE OF CHARGE.</p> <p>SHIPPING TERMS ARE TO BE F.O.B. DESTINATION UNLESS OTHERWISE STATED IN VENDOR'S QUOTE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE</p>						

AWARD.....2011 AND EXPENDS FOR A PERIOD OF ONE (1)

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.htm](http://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).



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DATE PRINTED 11/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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.</p> <p>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.</p> <p>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 PERIOD.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY 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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p>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</p>						

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<p>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.</p> <p>REV. 3/88</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/6/2011. 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            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</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</p>						

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<p>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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE 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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:-----ROBERTA WAGNER/FILE 22-----						
RFQ. NO.:-----LBS12044-----						
BID OPENING DATE:-----12/22/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
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***** THIS IS THE END OF RFQ LBS12044 ***** TOTAL: _____						

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### Glossary of Terms

- **Assay:** analysis to determine the presence, absence, or quantity of one or more components or organisms; *also:* a test used in this analysis.
- **Assay Kit:** items (such as reagents and controls) sold as a unit that would be used to complete an assay.
- **Reagents:** substance or compound that is added to a system in order to bring about a chemical reaction or is added to see if a reaction occurs in an assay.
- **Nucleic Acid Amplification Test (NAAT):** tests that use molecular biology techniques to detect and identify microorganisms, including viruses and bacterium, on the basis of their nucleic acids. In NAAT testing, a specific sequence of the virus or bacteria's nucleic acid is "amplified" or "copied", which make identification of the organism easier.
- **In vitro Diagnostic (IVD) Tests:** medical devices intended to perform diagnoses from assays in a test tube, or more generally in a controlled environment outside a living organism.
- **Symptomatic:** indicating or typical signs of a particular illness or disease.
- **Non-symptomatic:** showing no signs or symptoms of an illness or disease
- **F.O.B Destination:** Freight to be paid by Vendor



**Summary:**

An open ended contract to purchase reagent kits for the simultaneous detection and differentiation of *Chlamydia trachomatis* and/or *Neisseria gonorrhoeae* using nucleic acid amplification technology (NAAT). Vendor must provide and maintain the fully automated processing system needed to perform the testing at no additional cost to the Office of Laboratory Services (OLS).

**Volume:**

The estimated average annual volume is 41,500 tests. The number of tests provided is for bidding purpose only and the vendor will be required to provide the quantity of test kits needed, be it more or less.

**Test Method and Reagent Kit Requirements:**

1. Assay must utilize a form of Nucleic Acid Amplification Testing (NAAT) for the detection of *Chlamydia trachomatis* and *Neisseria gonorrhoeae* in either symptomatic or non-symptomatic patients; as recommended by the CDC as a "best practice" test type.
2. Assay kit must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test use.
  - Proof of FDA approval must be provided.
  - *A copy of the reagent kit package insert stating FDA approval will be considered sufficient proof.*
3. Assay kit or any independent reagents or components needed to complete the test must have at least 180 day expiration date (i.e. "shelf life) remaining at the time they are received in the laboratory.
  - If items have less than 180 day expiration date, the item will be replaced by the vendor at no additional cost to OLS.
4. Assay must be FDA approved for NAAT testing utilizing any of the following specimens types to allow maximum flexibility for the testing program (*a package insert or equivalent documentation from the vendor will be considered sufficient proof of FDA approval*):
  - a) endocervical swab specimens
  - b) male urethral swab specimens
  - c) female or male urine specimens
  - d) liquid pap specimens
  - e) Vaginal swab (either patient collected and/or physician collected) specimens.
5. All sample types must have a minimum transport time of 30 days at ambient temperature (2° - 30°Celsius).
6. The FDA approved assay must detect and differentiate *Chlamydia trachomatis* and/ or *Neisseria gonorrhoeae* from a single patient sample (*i.e. multiple tests from 1 sample tube or well*).
7. Assays must be adapted to a full automated system, capable of testing at least five hundred samples (patient specimens plus controls) by one technologist in an 8.5 hours period including no more than two hours "hands on" time.

8. Reagents must be supplied in a form requiring minimal preparation, and in a configuration and package size compatible with the projected user volume so as to minimize product waste.
9. Specimen collection kits must be offered by the vendor for use with their NAAT assay.
10. Specimen collection kits must not require refrigeration for storage. Collected specimen transport kit must be acceptable shipped under ambient conditions.
11. The vendor must provide pricing for all the following items:
  - Collection devices for Urine samples.
  - Collection devices for swabs (male, female or unisex).
  - Collection devices for self collected/ and or physician collected vaginal swabs.
  - Collection devices for liquid pap specimens.
  - All reagents needed to run the assay.
  - All controls needed to run the assay (positive, negative, and any other controls or calibrators needed or recommended for the vendor's system).
  - Any diluents or reagents not included with the primary reagents needed to complete the test (examples would include but not limited to specimen diluents, detection reagents, buffers, wash solution or anything of that nature).
  - Tubes needed to perform the testing including but not limited to diluent tubes, sample tubes and or testing tubes.
  - Covers, sealers, caps if needed to perform the test or store the reagents according to the vendor's package insert.
  - Any reagent, diluents or any other item needed to prepare specimens for transport to meet the specifications as listed by the vendors' package insert or operations manual.
  - Any pipette tips, probe covers or other items needed to operate the vendors system as identified in the package insert.
  - Micro- well plates if required by the vendor's system.
  - *Any other item needed to operate the vendor's system that is not specifically listed above but needed for the proper testing or function of the vendors' system.*

**Note: Each Vendor must provide a list and item numbers of any item not part of the primary kit that is necessary to run the test. If not provided as part of bid, the vendor will still be expected to provide these items at no extra cost to OLS.**

12. All FDA approved specimen types must be able to be tested without further manipulations such as swab expression, swab removal, or centrifugation.
13. Specimen collection kits must have penetrable caps for use on automated instrumentation for pipetting to eliminate the need for swab removal from the collection tube.
14. Vendor must show research to support that naturally occurring component in patient samples (such as blood, mucous, or bilirubin) and other man-made

components (such as vitamins or gynecological products) should not show interference with the performance of the assay in the detection of *Chlamydia trachomatis* and/or *Neisseria gonorrhoeae*.

- *Package insert or vendor/manufacture documentation should be included as part of the vendor response for this specification.*
15. Vendor must provide research that shows that their assay has no cross-reactions with organisms other than *Chlamydia trachomatis* and *Neisseria gonorrhoeae* noted in testing performance.
- *Package insert or vendor/manufacture documentation should be included as part of the vendor response for this specification.*

### **Instrumentation /Equipment Specifications :**

1. Equipment design requirements (i.e. "footprint") must not exceed the area established for the current testing laboratory.
  - Vendor's system must not exceed an area of 12 foot X 9 foot.
  - Vendor's system must not exceed a maximum door clearance of 36 inches.
  - Vendor's system must meet the following power requirements:
    - Not to exceed Electrical input 220 VAC
    - Not to exceed Input Current 30 A
    - Electrical connector L6-30R(USA)
2. Vendor must supply computer, monitor, printer, software, cables, UPS and any other components necessary for operation of the test equipment.
3. Computer operating system must be Windows XP or Windows 7
4. The system software must provide electronic file storage and retrieval capabilities, as well as printed data record.
  - Manufacture Assay procedures must be such that determinations are made and recorded electronically with output hardware capable of interface with a laboratory data processing system (i.e. Laboratory Information System (LIMS)).
5. Instrumentation must include at least the following:
  - Must be an integrated platform system.
  - Must have the capability of positive specimen identification.
  - Must have automated reagent and specimen pipetting capabilities.
  - Must have liquid level detection for reagents and patient samples.
  - Must have reagent lot number and expiration date tracking.
  - Automated pipetting instrumentation must have throughput of 450-500 patient specimens and controls per 8 hour shift.
6. If pipette tips are required for the system, they must be provided at no additional charge.
7. The instruments must be controlled by a high performance microprocessor:
  - The instruments must have a safe memory for programs with a file protection scheme.
  - The user must be able to protect programs against unauthorized modifications.

- Software must be menu-driven with a full numeric keypad.
- All output hardware must be designed to interface with a Laboratory network drive.

### **Equipment Ownership/Maintenance/Technical Assistance Requirements:**

1. Vendor must remain the owner and retain the title of the equipment.
2. All instrumentation provided by the vendor must be maintained at the vendor's expense during the term of this contract
3. All Preventative Maintenance service visits to the Office of Laboratory Services must be provided at no additional charge.
4. Vendor technical assistance via telephone must be available within 30 minutes during normal business hours and within four hours during non-business hours for reported problems.
5. On-site technical backup must be guaranteed within twenty-four hours of any reported assay failure for equipment for which in-house or over the phone troubleshooting was unsuccessful.
6. Remote Diagnostic capability is preferred.

### **Training/ Installation Requirements:**

1. Delivery of equipment must be within 90 days of the approved purchase order.
2. Vendor must provide technical training at vendor cost for two technologists per instrument in regards to assay performance, troubleshooting, preventive maintenance, and quality control. Vendor must provide a company representative for installation and training.
3. Vendor must also provide subsequent on-site technical training to pertinent testing personnel in regards to assay performance troubleshooting, preventative maintenance, and quality control as needed by OLS.
4. Successful vendor is required to provide a certificate of Workers' Compensation.
5. Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

### **Delivery/shipping Requirements:**

1. To be F.O.B Destination, unless vendor states otherwise in submitted quotation.
2. Delivery of assay, additional reagents or supplies must be guaranteed within three working days after receipt of an order.

RFQ Cost Sheet

Bidders must provide the cost for the following:

Item	Description	GenProbe Aptima product Number or Equivalent	Expected # of tests per year	# Tests Per Kit	Kit Price	Estimated Yearly Total Cost
1	Urine Sample collection devices	301040	40,000			
2	Endocervical swab collection device	301041	400			
3	Male urethral swab collection devices	301041	400			
4	Liquid pap collection devices	301154C	50			
5	Vaginal swab collection devices	301162	50			
6	Aptima Combo2 Assay (1000 test kit)	301130B	41,500			
7	Aptima System Fluid Preservative	302383	41,500			
8	Aptima Control Kits	301110	41,500			
9	Aptima Waste Bag Kits	900907	41,500			
10	Aptima Waste Deflector	900931	41,500			
11	Aptima System Fluid(1000 test)	302380	41,500			
12	Aptima Wash Solution	LR0356	41,500			
13	Aptima Combo 2 Auto detect Reagent	301048	41,500			
14	Multi-tube units ( MTU)	104772-02	41,500			
15	Aptima Waste Covers	105523	41,500			
16	30mL Reagent Caps	105523	41,500			
17	Small Reagent caps	CL0040	41,500			
18	Reagent Caps	CL0041	41,500			
19	Aptima Buffer Solution	LR0355	41,500			
20	Silicone Oil	LR0354	41,500			
21	Endozime advance clean	901160	41,500			
22	Aptima Penetrable Caps	105668	41,500			
23	Tip, 1000uL conductive liquid sensing	Tecan 10612513	45,000			

Annual Grand Total \$ \_\_\_\_\_

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

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

ATTACHMENT  
P.O.# LBS12044

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

Agreed

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

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

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

ACCEPTED BY:

**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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.

RFQ No. LBS12044

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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_