



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
LBS12099

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 12/28/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		115-05		
OPEN-END BLANKET CONTRACT						
<p>MULTIPLE REAGENTS PER ATTACHED SPECIFICATIONS</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE AN OPEN END CONTRACT FOR PRODUCTS FOR TYPING OF STREPTOCOCCUS PNEUMONIAE ISOLATES FROM HUMAN SPECIMENS TO DETERMINE THE EFFECTIVENESS OF THE CURRENT PNEUMOCOCCAL VACCINE AND ESCHERICHIA COLI (E.COLI) AND SALMONELLA SPECIES ISOLATES FROM HUMANS AND FOOD SAMPLES TO TRACK CLUSTERS OF DISEASE.</p> <p>THE REQUESTED KITS AND OTHER PRODUCTS WILL BE USED IN THE MICROBIOLOGY LABORATORY LOCATED AT THE OFFICE OF LABORATORY SERVICES (OLS), 167-11TH. AVENUE, SOUTH CHARLESTON, WV 25303.</p> <p>CONTRACT IS TO BE FOR THE PERIOD OF OF ONE YEAR WITH THE OPTION TO RENEW THE AGREEMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2), ONE (1) YEAR RENEWALS.</p> <p>VENDOR MUST BE ABLE TO PROVIDE ALL REQUESTED PRODUCTS.</p> <p>ALL REQUESTED PRODUCTS ARE TO BE THE LISTED MIRAVISTA PRODUCT ITEM NUMBERS OR EQUIVALENT PER PAGES 3 THROUGH</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

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

### INSTRUCTIONS TO BIDDERS

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



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DATE PRINTED 12/28/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>11 OF THE SPECIFICATIONS.</p> <p>QUANTITIES LISTED ARE APPROXIMATIONS ONLY, BASED ON PAST USAGE AND ESTIMATED FUTURE USAGE. CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERS SHALL BE SHIPPED UPON REQUEST.</p> <p>THE SPENDING UNIT WILL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM WV39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT UNLESS OF A DOLLAR AMOUNT WHICH COULD BE PLACED ON THE WV STATE CREDIT CARD.</p> <p>SHIPPING REQUIREMENTS: SHIPPING MUST BE INCLUDED IN THE COST OF THE PRODUCTS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD.....2012 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 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,</p>						

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<p>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.</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 SERVICES 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> <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>						

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12/28/2011				

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<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>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/10/2012. 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</p> <p>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>						

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<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 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION 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>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p>						

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<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 style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RW-22</p> <p>RFQ. NO.: LBS12099</p> <p>BID OPENING DATE: 1/26/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ LBS12099 ***** TOTAL:						

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**SPECIFICATIONS AND REQUIREMENTS:**

To provide an open end contract for products for typing of *Streptococcus pneumonia* isolates from human specimens to determine the effectiveness of the current Pneumococcal vaccine and *Escherichia coli* (E. coli) and *Salmonella* species isolates from human and food samples to track clusters of disease. The requested products will be used in the Microbiology Laboratory located at the Office of Laboratory Services, 167 11<sup>th</sup> Avenue, South Charleston, WV 25303.

Contract will be in effect for a period of one (1) year with the option to renew the contract under the same terms and conditions as the original contract for two (2) one (1) year periods.

Shipping must be included in the cost of the products.

Selected vendor must be able to supply all products requested.

## RFQ COST SHEET

Bidders must provide a cost for the following products which must be MiraVista Diagnostic product #, or equivalent.

### PNEUMOCOCCAL TESTING – SECTION I

The following items (pages 3 to 5) are products used to type *Streptococcus pneumoniae* isolates from human specimens to determine the effectiveness of the current Pneumococcal vaccine. The products include both latex agglutination tests and traditional phase contrast microscopic tests.

	ESTIMATED USE PER YEAR	MiraVista PRODUCT # OR EQUAL	MiraVista PRODUCT OR EQUAL	COST PER ITEM	TOTAL COST
1	4	51823	PneumoTest-Latex kit (Inc. 14 pools for latex agglutination and 50 reaction cards)		
2	6	53285	PneumoTest Reaction Cards		
3	3	52390	Latex pool A		
4	3	52391	Latex pool B		
5	1	52392	Latex pool C		
6	1	52393	Latex pool D		
7	1	52394	Latex pool E		
8	1	52395	Latex pool F		
9	1	52396	Latex pool G		
10	1	52397	Latex pool H		
11	1	52398	Latex pool I		
12	3	52399	Latex pool P		
13	3	52400	Latex pool Q		
14	3	52401	Latex pool R		
15	1	52402	Latex pool S		
16	1	52403	Latex pool T		
17	2	36171	Type 1 Control		
18	1	16744	Type 1		
19	1	16745	Type 2		
20	1	16746	Type 3		
21	1	16747	Type 4		
22	1	16748	Type 5		
23	1	16751	Type 8		
24	1	16752	Type 13		
25	1	16753	Type 14		
26	1	16754	Type 20		
27	1	16755	Type 21		
28	1	16756	Type 27		
29	1	16757	Type 29		
30	1	16758	Type 31		
31	1	16759	Type 34		
32	1	16760	Type 36		
33	1	16761	Type 37		
34	1	16762	Type 38		

35	1	16763	Type 39		
36	1	16764	Type 40		
37	1	16765	Type 42		
38	1	16766	Type 43		
39	1	16767	Type 44		
40	1	16769	Type 45		
41	1	16770	Type 46		
42	1	16771	Type 48		
43	1	16900	Group 6		
44	1	16902	Group 7		
45	1	16903	Group 9		
46	1	16904	Group 10		
47	1	16905	Group 11		
48	1	16906	Group 12		
49	1	16907	Group 15		
50	1	16908	Group 16		
51	1	16909	Group 17		
52	1	16910	Group 18		
53	1	16911	Group 19		
54	1	16912	Group 22		
55	1	16913	Group 23		
56	1	16914	Group 24		
57	1	16915	Group 25		
58	1	16916	Group 28		
59	1	16917	Group 32		
60	1	16918	Group 33		
61	1	16919	Group 35		
62	1	16920	Group 41		
63	1	16921	Group 47		
64	1	16922	Factor 6a		
65	1	16923	Factor 6b		
66	1	16924	Factor 6c		
67	1	73266	Factor 6d		
68	1	16925	Factor 7b		
69	1	16926	Factor 7c		
70	1	16927	Factor 7e		
71	1	16931	Factor 7f		
72	1	16933	Factor 7h		
73	1	16934	Factor 9b		
74	1	16935	Factor 9d		
75	1	16936	Factor 9e		
76	1	16937	Factor 9g		
77	1	16939	Factor 10b		
78	1	16940	Factor 10d		
79	1	16941	Factor 10f		
80	1	16942	Factor 11b		
81	1	16944	Factor 11c		
82	1	16945	Factor 11f		
83	1	16946	Factor 11g		
84	1	16947	Factor 12b		

85	1	16948	Factor 12c		
86	1	16949	Factor 12e		
87	1	16950	Factor 15b		
88	1	16951	Factor 15c		
89	1	16952	Factor 15e		
90	1	16953	Factor 15h		
91	1	16954	Factor 16b		
92	1	16955	Factor 16c		
93	1	16956	Factor 17b		
94	1	16957	Factor 17c		
95	1	16958	Factor 18c		
96	1	16959	Factor 18d		
97	1	16960	Factor 18e		
98	1	16961	Factor 18f		
99	1	16962	Factor 19b		
100	1	16963	Factor 19c		
101	1	16964	Factor 19f		
102	1	16965	Factor 20b		
103	1	16966	Factor 22b		
104	1	16967	Factor 22c		
105	1	16968	Factor 23b		
106	1	16969	Factor 23c		
107	1	16970	Factor 23d		
108	1	16971	Factor 24c		
109	1	16972	Factor 24d		
110	1	16973	Factor 24e		
111	1	16974	Factor 25b		
112	1	16975	Factor 25c		
113	1	16976	Factor 28b		
114	1	16977	Factor 28c		
115	1	16978	Factor 29b		
116	1	16979	Factor 32a		
117	1	16980	Factor 32b		
118	1	16981	Factor 33b		
119	1	16982	Factor 33e		
120	1	16983	Factor 33f		
121	1	16984	Factor 35a		
122	1	16986	Factor 35b		
123	1	16992	Factor 35c		
124	1	16994	Factor 41a		
125	1	16995	Factor 41b		
126	1	16996	Factor 42a		
127	1	16997	Factor 43b		
128	1	16998	Factor 47a		

SECTION I TOTAL \_\_\_\_\_

**SALMONELLA SEROTYPING -- SECTION II**

The following items (pages 6 to 9) are used for the serotyping of *Salmonella* isolates from human samples. The antiserum listed below includes both single and grouped O: (somatic) antisera, H: (flagellar) antisera, and phase inversion antisera. Factors included in the grouped products are listed beneath the product name.

	ESTIMATED USE PER YEAR	MiraVista PRODUCT # OR EQUAL	MiraVista PRODUCT OR EQUAL	COST PER ITEM	TOTAL COST
1	4	40212	OMA (inc. Factors 1, 2, 3, 4, 5, 9, 10, 12, 15, 19, 21, 46)		
2	4	40213	OMB (inc. Factors 6, 7, 8, 11, 13, 14, 20, 22, 23, 24, 25)		
3	4	40214	OMC (inc. Factors 16, 17, 18, 28, 30)		
4	1	40215	OMD (inc. Factors 35, 38, 39, 40, 41, 42, 43, 44, 45)		
5	1	40216	OME (inc. Factors 47, 48, 50, 51, 52)		
6	1	40217	OMF (inc. Factors 53, 54, 55, 56, 57, 58, 59)		
7	1	40218	OMG (inc. Factors 60, 61, 62, 63, 65, 66, 67)		
8	1	40219	O3 Complex (inc. Factors 3, 10, 15, 19, 34)		
9	1	40220	O:2		
10	3	23839	O:4		
11	4	40221	O:6,7,8		
12	2	65335	O:7,8		
13	4	40224	O:8		
14	2	40226	O:3,10,15		
15	3	23843	O:1,3,19		
16	3	40227	O:11		
17	1	40228	O:13,22,23		
18	1	40229	O:6,14,24, 25		
19	1	40230	O:16		
20	1	40231	O:17		
21	1	40232	O:18		
22	1	40233	O:21		
23	1	40234	O:28		
24	1	40235	O:30		
25	1	40236	O:35		
26	1	40237	O:38		
27	1	40238	O:39		
28	1	40239	O:40		
29	1	40240	O:41		
30	1	40241	O:42		

31	1	40242	O:43		
32	1	40243	O:44		
33	1	40244	O:45		
34	1	40245	O:47		
35	1	40247	O:48		
36	1	40248	O:50		
37	1	40249	O:51		
38	1	40250	O:52		
39	1	40251	O:53		
40	1	40252	O:54		
41	1	40253	O:55		
42	1	40254	O:56		
43	1	40255	O:57		
44	1	40257	O:58		
45	1	40258	O:59		
46	1	40259	O:60		
47	1	40260	O:61		
48	1	40261	O:62		
49	1	40263	O:63		
50	1	40264	O:65		
51	1	40265	O:66		
52	1	40266	O:67		
53	1	40269	O:1		
54	4	40272	O:5		
55	4	40273	O:6 <sub>1</sub>		
56	4	40274	O:7		
57	4	40276	O:9		
58	4	40277	O:10		
59	3	57543	O:12		
60	3	40278	O:14		
61	4	40279	O:15		
62	3	40280	O:19		
63	2	40281	O:20		
64	1	40282	O:22		
65	1	40283	O:23		
66	1	65334	O:24, 25		
67	1	40285	O:25		
68	1	40286	O:27		
69	1	40287	O:34		
70	1	40288	O:46		
71	4	40291	HMA (Inc. Factors a b c d i z <sub>10</sub> )		
72	4	40292	HMB (Inc. Factors E G)		
73	4	40293	HMC (Inc. Factors k L r z y Z <sub>4</sub> )		
74	4	40294	HMD (Inc. Factors 1,2 1,5 1,6 1,7 z <sub>6</sub> )		
75	4	40295	HME (Inc. Factors z <sub>29</sub> z <sub>35</sub> z <sub>38</sub> z <sub>39</sub> z <sub>41</sub> z <sub>42</sub> )		
76	4	40296	HMF		

			(Inc. Factors $z_{27}$ $z_{36}$ $z_{52}$ $z_{53}$ $z_{54}$ $z_{55}$ $z_{56}$ $z_{57}$ )		
77	2	48953	HMG (Inc. Factors $z_{44}$ $z_{60}$ $z_{61}$ $z_{64}$ $z_{65}$ $z_{67}$ $z_{68}$ )		
78	2	40297	H:L (inc. Factors $l, v$ $l, w$ $l, z_{13}$ $l, z_{28}$ $l, z_{40}$ )		
79	4	40298	H:E (inc. $e, h$ $e, n, x$ $e, n, z_{15}$ )		
80	4	40299	H:G (inc. Factors $f, g$ $g, m$ $g, p$ $g, p, u$ $g, q$ $g, s, t$ $m, t$ $g, z_{51}$ $g, z_{62}$ $g, z_{63}$ )		
81	4	40366	H:Z <sub>4</sub> (inc. Factors $z_{41}, z_{23}$ $z_{41}, z_{24}$ $z_{41}, z_{32}$ )		
82	2	22667	H:q,s,t,p,u		
83	4	40300	H:a		
84	2	23847	H:b		
85	2	40301	H:c		
86	2	23849	H:d		
87	2	53844	H:e,h		
88	2	53824	H:e,n,x		
89	1	53825	H:e,n,z <sub>15</sub>		
90	1	53826	H:f,g		
91	2	53829	H:l,v		
92	2	53830	H:l,w		
93	3	23850	H:i		
94	4	23851	H:g,m		
95	4	40302	H:g,p		
96	2	40303	H:k		
97	2	40304	H:r		
98	3	40305	H:y		
99	2	40306	H:z		
100	3	40307	H:z <sub>6</sub>		
101	4	40308	H:z <sub>10</sub>		
102	4	40309	H:z <sub>29</sub>		
103	4	40310	H:z <sub>35</sub>		
104	1	40311	H:z <sub>36</sub>		
105	1	40312	H:z <sub>38</sub>		
106	1	40313	H:z <sub>39</sub>		
107	1	40314	H:z <sub>41</sub>		
108	1	40315	H:z <sub>42</sub>		
109	1	40316	H:z <sub>44</sub>		
110	1	40317	H:z <sub>52</sub>		
111	1	40318	H:z <sub>53</sub>		
112	1	40319	H:z <sub>54</sub>		
113	1	40320	H:z <sub>55</sub>		
114	1	40321	H:z <sub>57</sub>		
115	1	40609	H:z <sub>60</sub>		
116	1	40322	H:z <sub>61</sub>		
117	1	40323	H:z <sub>64</sub>		
118	1	40324	H:z <sub>65</sub>		
119	1	40325	H:z <sub>67</sub>		

120	1	52233	H:z <sub>68</sub>		
121	1	40326	H:z <sub>71</sub>		
122	1	40327	H:z <sub>81</sub>		
123	1	40328	H:z <sub>83</sub>		
124	1	57544	H:z <sub>91</sub>		
125	1	40331	H:f		
126	2	40329	H:h		
127	2	40332	H:m		
128	4	40333	H:p		
129	2	40334	H:q		
130	1	40335	H:s		
131	3	40336	H:t		
132	3	40337	H:u		
133	1	40338	H:v		
134	2	40339	H:w		
135	2	40330	H:x		
136	3	40340	H:2		
137	4	40341	H:5		
138	4	40342	H:6		
139	4	40343	H:7		
140	4	40344	H:z <sub>13</sub>		
141	1	40345	H:z <sub>15</sub>		
142	1	40346	H:z <sub>16</sub>		
143	1	40347	H:z <sub>23</sub>		
144	2	40348	H:z <sub>24</sub>		
145	2	40349	H:z <sub>28</sub>		
146	3	40350	H:z <sub>32</sub>		
147	1	40351	H:z <sub>51</sub>		
148	1	40363	SG 1 (phase inversion for a + b + c + z <sub>10</sub> )		
149	1	40364	SG 2 (phase inversion for d + i + e,h)		
150	1	40365	SG 3 (phase inversion for k + y + l,v + l,w + l,z <sub>13</sub> + l,z <sub>28</sub> + l,z <sub>40</sub> )		
151	1	40367	SG 5 (phase inversion for e,n,x + e,n,z <sub>15</sub> )		
152	1	40368	SG 6 (1,2 + 1,5 + 1,6 + 1,7 + z <sub>6</sub> )		
153	1	40369	SGG (phase inversion for all phases having g or m,t)		
154	1	40370	SGZ4 (z <sub>4</sub> ,z <sub>23</sub> + z <sub>4</sub> ,z <sub>24</sub> + z <sub>4</sub> ,z <sub>32</sub> )		

SECTION II TOTAL \_\_\_\_\_



**ESCHERICHIA COLI SEROTYPING – SECTION III**

The following items (page 10) are used for the serotyping of *Escherichia coli* isolates from human samples. The antiserum listed below includes both single and grouped O: (somatic) antisera and one H: (flagellar) antisera. Factors included in the grouped products are listed beneath the product name.

	ESTIMATED USE PER YEAR	MiraVista PRODUCT # OR EQUAL	MiraVista PRODUCT OR EQUAL	COST PER ITEM	TOTAL COST
1	2	44292	Pool 1 EPEC/VTEC/STEC (inc. O26, O103, O111, O145, O157)		
2	2	44293	Pool 2 EPEC (inc. O55, O119, O125ac, O127, O128ab)		
3	2	44294	Pool 3 EPEC (inc. O86, O114, O126, O142, O158)		
4	2	46721	Pool 4 USA (VTEC/STEC) (inc. O45 and O121)		
5	2	44295	O26		
6	2	53085	O45		
7	1	44296	O55		
8	1	44297	O86		
9	1	44298	O103		
10	2	44299	O111		
11	1	44300	O114		
12	1	44301	O119		
13	2	44302	O121		
14	1	44303	O125ac		
15	1	44304	O126		
16	1	44305	O127		
17	1	44306	O128ab		
18	1	72682	O138		
19	1	72686	O139		
20	1	44307	O142		
21	1	44308	O145		
22	1	72687	O149		
23	2	44309	O157		
24	1	44310	O158		
25	2	54406	H7		

SECTION III TOTAL \_\_\_\_\_

**SECTION I - PNEUMOCOCCAL TESTING TOTAL:**

\_\_\_\_\_

**SECTION II - SALMONELLA SEROTYPING TOTAL:**

\_\_\_\_\_

**SECTION III - ESCHERICHIA COLI SEROTYPING TOTAL:**

\_\_\_\_\_

**Grand Total Estimated Cost**

\_\_\_\_\_

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

\_\_\_\_\_  
Vendor Name

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

\_\_\_\_\_  
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. LBS12099

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 exceeds 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 \_\_\_\_\_