



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
LBS12135

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
03/23/2012				

BID OPENING DATE: 04/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR PUBLIC HEALTH (BPH), OFFICE OF LABORATORY SERVICES REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR REAGENT KITS FOR HEPATITIS A, B, C AND HUMAN IMMUNODEFICIENCY VIRUS (HIV). VENDOR TO PROVIDE AND MAINTAIN THE FULLY AUTOMATED SELF-CONTAINED PROCESSING SYSTEM NEEDED TO PERFORM TESTING AT NO ADDITIONAL COST TO THE OFFICE OF LABORATORY SERVICES. ***BID OPENING: APRIL 26, 2012 @ 1:30 PM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 ***THIS IS A RE-BID OF LBS12062***						
0001	9,600	EA		475-00-99-001		
	HUMAN IMMUNODEFICIENCY VIRUS (HIV)					
	BIO-RAD PRODUCT NUMBER: 32588 OR EQUAL					
0002	768	EA		475-00-99-001		
	HEPATITIS A IMMUNOGLOBULIN M (HEPA-IGM)					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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0003	6,720	EA	193-40	BIO-RAD PRODUCT NUMBER: 72495 OR EQUAL. HEPATITIS B - SURFACE ANTIGEN (HBSAG)		
0004	350	EA	193-40	BIO-RAD PRODUCT NUMBER: 32591 OR EQUAL. HEPATITIS B - SURFACE ANTIGEN CONFIRMATORY		
0005	7,488	EA	193-40	BIO-RAD PRODUCT NUMBER: 32594 OR EQUAL. HEPATITIS B - CORE-ANTIBODY (ANTI-HBC)		
0006	1,920	EA	193-40	BIO-RAD PRODUCT NUMBER: 26186 OR EQUAL. HEPATITIS B SURFACE ANTIBODY (ANTI-HBS)		

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0007	768	EA	193-40	BIO-RAD PRODUCT NUMBER: 25220 OR EQUAL. HEPATITIS B CORE-IGM (HEPV-IGM)		
0008	7,680	EA	193-40	BIO-RAD PRODUCT NUMBER: 26174 OR EQUAL. HEPATITIS C (HCV)		
0009	18	BT	193-40	BIO-RAD PRODUCT NUMBER: 930740 OR EQUAL. HEPATITIS C (HCF) WASH SOLUTION, 150 ML BTL.		
0010	6	BT	193-40	BIO-RAD PRODUCT NUMBER: 933730 OR EQUAL. HEPATITIS C (HCV) STOP SOLUTION - 500 ML BTL.		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BIO-RAD PRODUCT NUMBER: 933040 OR EQUAL.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 06/15/2012 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.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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		

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<p>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> <p>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.</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. 01/17/2012</p>						

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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A 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>***A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ROBERTA WAGNER/FILE 22</p> <p>RFQ. NO.: LBS12135</p> <p>BID OPENING DATE: APRIL 26, 2012</p> <p>BID OPENING TIME: 1:30 PM</p>						

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<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>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</p>						

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<p>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/10/2012. 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 INQUIRIES TO:</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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***** THIS IS THE END OF RFQ LBS12135 ***** TOTAL:						

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Summary:

An open ended contract to purchase reagent kits for Hepatitis A, B, C and Human Immunodeficiency Virus (HIV) Kits, to be run on an automated self-contained processing system. Vendor must provide and maintain processing system at no additional cost to the Office of Laboratory Services for use by the Diagnostic Immunology Section.

Volume:

Name of Analyte	Projected Annual Test Usage
Human Immunodeficiency Virus (HIV)	9600
Hepatitis A Immunoglobulin M (HepA-IgM)	768
Hepatitis B Surface Antigen (HBsAg)	6720
Hepatitis B Surface Antigen Confirmatory	350
Hepatitis B Core- Antibody (Anti-HBc)	7488
Hepatitis B Surface Antibody (Anti-HBs)	1920
Hepatitis B Core-IgM (HepB-IgM)	768
Hepatitis C (HCV)	7680
Hepatitis C (HCV) Wash Solution	18 Bottles
Hepatitis C (HCV) Stop Solution	6 Bottles

Note: the number of tests provided is for bidding purpose only and the vendor will be required to provide the quantity of tests needed, be it more or less.

General Specifications:

1. The Vendor must be able to provide each of the assays listed in the "Individual Test Assay Specification" Section. Vendors unable to offer all of the test assays will be disqualified from consideration for the contract.
2. All assays must utilize a form of Enzyme Immunoassay.
3. All assays must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test use.
 - a. Proof of FDA approval should be included with the vendor's response
 - b. A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.
4. All assay kits or any independent reagents needed to complete the test must have at least 90 day expiration date (i.e. shelf life) remaining at the time the kits or reagents are received by the laboratory.

- a. If items have less than 90 day expiration date, the item will be replaced by the vendor at no additional cost to OLS.
5. All assay kits must be FDA approved to utilize the following specimen matrix type. - Serum.
6. Universal reagents that can be used between kit analyte types are preferred.
7. Vendor must provide with the RFQ a list of all consumables needed to perform the test.
 - a. List must indicate which consumables are included in the quote and would be considered "no charge items"
 - b. List must indicate cost of consumables that are not included in the quote. This additional cost will be considered when evaluating the quote.

Individual Test Assay Specifications

1. **Assay kit for detection of Anti-HAV IgM**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test use for both adult and pediatric (from birth) patients.
 - Assay must be approved by the FDA for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
2. **Assay kit for detection of Hepatitis B Surface Antigen (HBsAg)**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
 - Assay must be approved by FDA for testing of specimens from cadavers
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
3. **Assay kit for the confirmation of Hepatitis B Surface Antigen**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
 - Assay must also be approved by FDA for testing of specimens from cadavers
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
4. **Assay kit for detection of Hepatitis B Core Anti-body (Anti-HBc)**
 - Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ

- *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*

5. Assay kit for detection of Hepatitis B Surface Anti-body (Anti-HBs)

- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
- Assay must be able to detect between 0-1000 mIU/ml (million International units per milliliter)

6. Assay kit for detection of Hepatitis Core Antibody- IgM (HepB-IgM)

- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum.
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*

7. Assay kit for detection of Hepatitis C virus (HCV)

- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
- Assay must also be approved by FDA for testing of specimens from cadavers
 - Proof of FDA approval should be included with the vendor's response to the RFQ
 - *A copy of the assay kit package insert stating FDA approval will be considered sufficient proof for meeting this specification.*
- Assay must have at least 99.5% specificity

8. Assay kit for detection of Human Immunodeficiency Virus

- Assay must be approved by the Bureau of Biologics of the Food and Drug Administration (FDA) for *in vitro* diagnostic test for use with human serum
- Assay must also be approved by FDA for testing of specimens from cadavers
- Assay must be FDA approved for the detection of HIV-1, HIV-1 Group O and HIV2.

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 50x50x34 inches
 - 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 of 220 VAC
 - Frequency between 47- 63 Hz
2. Vendor must supply computer, monitor, printer, software, cables. UPS and any other components necessary for operation of the test equipment.
 3. The instrument should be controlled by a high performance microprocessor:
 - The system 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
 4. The system software must provide electronic file storage and retrieval capabilities as well as printed data records.
 5. Instrumentation must include at least the following
 - Must be an integrated fully automated platform system.
 - Must have lot and expiration management for reagents and kits
 - Must have the capability of positive identification of samples
 - Must have automated reagent and specimen pipetting capabilities
 - Must have the capability of positive identification of reagents from multiply kits and microplates.
 - Must have barcode capability
 - If system uses pipette tips, system must have liquid level and clot detection
 6. If pipette tips are required for the system
 - The pipette tips must be included from the vendor (not a third party vendor) at no additional charge.

Equipment Ownership/Maintenance/Technical Assistance

Requirements:

1. Vendor must remain the owner and retain the title of equipment.
2. All instrumentation provided by the vendor shall be maintained at the vendor's expense during the term of the contract.
3. All Preventative Maintenance service visits to the Office of Laboratory Services shall be provided at no additional charge to OLS.
4. Vendor technical assistance via telephone must be available within 30 minutes during normal business hours (Monday through Friday, 8:00 AM – 4:30 PM, Eastern Standard Time) and within two hours during non-business hours for reported problems.

5. On-site technical assistance must be guaranteed within twenty-four hours of any reported equipment failure for which in-house or over the phone troubleshooting was unsuccessful.
6. Any reagent kits required for routine maintenance of the equipment must be provided at no extra cost to OLS.

Training/Installation Requirements:

1. Delivery of equipment must be within 90 days of the approved purchase order.
2. Vendor must provide a company representative for installation and training. Subcontracting of these services shall not be acceptable to the State of West Virginia.
3. Vendor must provide technical training at the vendor cost for at least one technologist per instrument in regards to assay performance, troubleshooting preventative maintenance, and quality control. Vendor will also provide subsequent onsite technical training to pertinent testing personnel in regards to assay performance, trouble shooting, preventative maintenance and quality control as needed by OLS.

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 five working days after receipt of an order.

Insurance Requirements:

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

1. For bodily injury (including death): Minimum of \$1,000,000 (one million dollars) per occurrence.
2. For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.
3. Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence.
4. West Virginia Workers Compensation Certificate (or letter stating your company does not employ any WV Residents).
5. Certificates of Insurance are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award. The State of West Virginia shall be named the Certificate Holder.

Contract will become effective 6/15/2012 and extend for a period of one year. At the end of one year, the contract may be renewed upon mutual consent of both parties under the same terms and conditions as the original contract for two (2) one (1) year periods.

RFQ Cost Sheet

0016

Bidders must provide the cost for the following:

Item	Description	Bio-Rad product Number or Equivalent	Expected # of tests per year	# Tests Per Kit	Kit Price
1	Human Immunodeficiency Virus (HIV)	32588	9600		
2	Hepatitis A Immunoglobulin M (HepA-IgM)	72495	768		
3	Hepatitis B Surface Antigen (HBsAg)	32591	6720		
4	Hepatitis B Surface Antigen Confirmatory	32594	350		
5	Hepatitis B Core- Antibody (Anti-HBc)	26186	7488		
6	Hepatitis B Surface Antibody (Anti-HBs)	25220	1920		
7	Hepatitis B Core-IgM (HepB-IgM)	26174	768		
8	Hepatitis C (HCV)	930740	7680		
9	Hepatitis C (HCV) Wash Solution	933730	18 bottles		
10	Hepatitis C (HCV) Stop Solution	933040	6 bottles		

Total \$ _____

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

Vendor Name: _____

Phone Number: _____

Vendor Address: _____

Fax Number: _____

Email Address: _____

Payment Remit
To Address: _____

Vendor Signature: _____

Date: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

0017

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

0018

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 _____