



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
LBS12137

PAGE
1

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

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE

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
0001	1	JB		115-05		
<p>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 PURCHASE PRODUCTS FOR TYPING OF STREPTOCOCCUS PNEUMONIAE ISOLATES FROM HUMAN SPECIMENS TO DETERMINE THE EFFECTIVENESS OF THE CURRENT PENUMOCOCCAL VACCINE AND ESCHERICHIA COLI (E.COLI) AND SALMONELLA SPECIES ISOLATES FROM HUMANS AND FOOD SAMPLES TO TRACK CLUSTERS OF DISEASE.</p> <p>*****BID OPENING: APRIL 26, 2012 @ 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>***THIS IS A RE-BID OF LBS12099</p> <p>MULTIPLE REAGENTS PER ATTACHED SPECIFICATIONS</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>						

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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 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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<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>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 THE ATTACHED 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>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE</p>						

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<p>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 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</p>						

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<p>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> <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>						

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<p>**A COURTEST 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.: LBS12137</p> <p>BID OPENING DATE: APRIL 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>-----</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</p>						

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<p>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 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>						

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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						
***** THIS IS THE END OF RFQ LBS12137 ***** TOTAL:						

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**Products for typing of *Streptococcus pneumonia* isolates
from human specimens– Specifications**

LBS12137

I. PURPOSE AND SCOPE:

The Office of Laboratory Services is soliciting bids to establish a contract to purchase 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 humans and food samples to track clusters of disease. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

Products for typing *Streptococcus pneumonia*, *E. Coli*, and *Salmonella* regularly used by OLS and estimated annual usages are listed on the Bid Price Sheet. The Bid Price Sheet is not an all inclusive list of products used or anticipated to be ordered by OLS. Vendor will use the Bid Price Sheet for submitting a bid or multiple bids. OLS will use the Bid Price Sheet to evaluate vendor bids.

Vendor's Bid Price Sheet and current catalog price list will be incorporated into any resulting contract. Vendors are encouraged to type information into the Bid Price Sheet to ensure prices are legible.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means Office of Laboratory Services or any public entity seeking to procure Eligible Items under this Contract.
2. "Catalogue" means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Eligible Items as specified herein.
4. "Discounted Unit Price" means the price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the lowest Catalogue price for an Eligible Item by the discount percentage quoted by Vendor on the Pricing Page.

**Products for typing of *Streptococcus pneumonia* isolates
from human specimens– Specifications**

LBS12137

5. “Eligible Item” means 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 humans and food samples to track clusters of disease.
6. “Pricing Pages” means the schedule of prices, discount percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
7. “Purchasing Division” means the West Virginia Department of Administration, Purchasing Division.
8. “RFQ” means the official RFQ published by the Purchasing Division and identified as LBS12137.
9. “State” means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
10. “Vendor” or “Vendors” means the successful bidder(s).

III. GENERAL REQUIREMENTS

1. **Mandatory Eligible Item Requirements:** Vendor will meet the following requirements for submitting a bid or multiple bids.
 1. Vendor’s bid will be for MiraVista Diagnostic products, or equivalent.
 2. Vendor will bid on every product listed on the Bid Price Sheet. Partial bids will not be considered.
 3. Vendor will use its current catalog price list to complete the Bid Price Sheet and will include the following for every product listed on the Bid Price Sheet:
 - Catalog price list product reference number. If catalog price list does not already include product reference numbers, vendor will assign one for every product.
 - Catalog price list page number. If price list does not already include page numbers, vendor will number the pages.
 - Catalog price list unit cost

**Products for typing of Streptococcus pneumonia isolates
from human specimens– Specifications**

LBS12137

- Category/Unit price discount percentage from catalog price list
 - Unit bid price (catalog price list unit cost less discount amount)
 - Total bid price per product (estimated annual usage x unit bid price)
4. All products on the Bid Price Sheet must be included on vendor's current catalog price list.
5. Vendor will bid category percentage discounts on the Bid Price Sheet from its current catalog price list for the following four different categories:
- Pneumococcus
 - E. coli
 - Salmonella
 - Miscellaneous/Other

The Pneumococcus category discount will include all products on vendor's catalog price list related to Pneumococcus. The E. coli category will include all products on vendor's catalog price list related to E. coli. The Salmonella category will include all products on vendor's catalog price list related to Salmonella. The Miscellaneous/Other category discount will include all products on vendor's current catalog price list not included in one of the other three categories.

All products within the same category will have identical discounts. For example, if a specific product in the Pneumococcus category has a discount of 40%, every product on vendor's current catalog price list related to Pneumococcus will be discounted at 40%.

If any discrepancies exist between the prices on the Bid Price Sheet and vendor's current catalog price list less the percentage discount, the actual price list and category percentage bid will prevail and be corrected by the purchasing buyer for evaluation purposes.

6. Vendor will attach its current catalog price list to its bid. The catalog price list will be divided into categories and include the following:
- Product reference number
 - Product description
 - Unit packing type
 - Unit price

**Products for typing of Streptococcus pneumonia isolates
from human specimens– Specifications**

LBS12137

For purposes under this contract, all products listed under categories other than Pneumococcus, E. Coli, or Salmonella will be considered Miscellaneous/Other products and will receive the related discount.

7. Vendor's shipping costs for all products ordered by OLS will be included in the bid price of the products.

IV. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE

1. **Contract Award:** The Contract is intended to provide Agencies with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Page based on the Catalogue price of those items and the single percentage discount applied.
2. **Percentage Discount:** Vendor shall quote a single percentage discount that will reduce the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract.
3. **Pricing Pages:** Vendor should complete the Pricing Pages by inserting Catalogue prices, the discount percentage, Discounted Unit Prices, totals, and all other information requested thereon. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid(s) being disqualified. The Discounted Unit Price Vendor lists in the Pricing Pages must be the final price that will be charged to an Agency.

The Pricing Pages contain a list of frequently purchased items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors as described herein. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Roberta.a.wagner@wv.gov.

**Products for typing of Streptococcus pneumonia isolates
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4. **Catalogue:** Vendor must submit its Catalogue prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue free of charge to any Agency desiring to use this contract. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the buyer for evaluation purposes.

The Catalogue may be updated at the end of the current contract period, but any price increase and renewal must be approved by the Purchasing Division at its sole discretion. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

V. ORDERING AND PAYMENT

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

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VI. DELIVERY AND RETURN

1. **Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
 - (a) cancellation of the delayed order, and
 - (b) obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

3. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
4. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
5. **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any

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restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

VII. MISCELLANIOUS

1. **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
5. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

LBS12137 - BID PRICE SHEET

PRODUCT DESCRIPTION	MIRAVISTA PRODUCT #	ESTIMATED ANNUAL USAGE *	PRICE LIST REF. #	PRICE LIST PAGE #	PRICE LIST UNIT COST	DISCOUNT %	UNIT BID PRICE	TOTAL BID PRICE (with discount)
Category: PNEUMOCOCCUS								
Latex Pool A	52390	4						
Latex Pool B	52391	6						
Latex Pool C	52392	4						
Latex Pool D	52393	4						
Latex Pool E	52394	6						
Latex Pool F	52395	4						
Latex Pool G	52396	4						
Latex Pool H	52397	4						
Latex Pool I	52398	4						
Latex Pool P	52399	6						
Latex Pool Q	52400	4						
Latex Pool R	52401	4						
Latex Pool S	52402	6						
Latex Pool T	52403	6						
Reaction Cards	53285	6						
Category: E. COLI								
Pool 1 EPEC/TEC/STEC	44292	4						
Pool 2 EPEC	44293	4						
Pool 3 EPEC	77713	4						
O26	44295	4						
O45	53085	4						
O103	44298	4						
O111	44299	4						
O157	44309	6						
Category: SALMONELLA								
OMA	40212	6						
OMB	40213	6						
OMC	40214	6						
OMD	40215	3						
OME	40216	3						
O:2	40220	6						
O:4	23839	4						
O:5	40272	4						
O:6	40273	4						
O:6,7,8	40221	4						

O:7,8								4	65335
O:8								2	40224
O:9								4	40276
O:12								4	57543
HMA								6	40291
HMB								6	40292
HMC								6	40293
HMD								3	40294
HME								2	40295
H:L								6	40297
H:E								6	40298
H:G								6	40299
H:b								6	23847
H:e,h								6	53844
H:e,n,x								3	53824
H:m								6	40332
H:s								4	40335
H:t								4	40336
H:2								6	40340
SG1								4	40363
SG2								4	40364
SG3								4	40365
SGG								4	40369
Category: MISCELLANEOUS/OTHER									
									TOTAL BID PRICE:

* Estimated Annual Usage: Estimated quantities to be ordered annually during contract period. Exact quantities could be more or less than estimated annual usage.

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

Vendor will not alter or modify this Bid Price Sheet.

Vendor Name: _____ Phone: _____

Vendor Address: _____ Fax: _____

Payment Remit To Address: _____ Email: _____

Vendor Signature: _____ Date: _____

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.

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 _____