

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF AWARD

- 1. DATEAugust 17, 2011
- 2. COMMODITY NAME Hemoglobin Variant Detection Instrumentation
- 3. CONTRACT NUMBER..... E194-1279
- 4. CONTRACT PERIODSeptember 1, 2011 through August 31, 2013
- 5. SUPERSEDES..... E194-293-3
- 6. AUTHORIZED USERS.....Department of General Services, Division of Consolidated Laboratory Services
- 7. CONTRACTOR DUNS NUMBER.....88-4513334
- 8. CONTRACTORBio-Rad Laboratories, Inc.
Brian Frey, Contract Administrator
6565 185th Ave NE
Redmond, WA 98052
Phone: 800-666-8111 Ext 1883
Fax: 425-498-1757
Email: brian_frey@bio-rad.com
DUNS Number: 884513334
eVA ID Number: E3789
SCC Number: F1015371
- 9. TERMS..... Net 30
- 10. DELIVERY3-5 Days ARO
- 11. MINIMUM ORDER \$250.00
- 12. FURTHER CONTRACT INFORMATION CONTACT.....Tina M. Rodriguez, CPPB, VCO
Phone: (804) 786-1603
Fax: (804) 786-5712
Email: tina.rodriguez@dgs.virginia.gov
- 13. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
- 14. NOTICE TO DCLS: This contract is the result of a competitive bid program and its use is **Mandatory** (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by the agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
- 15. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion,

color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: /s/ Tina M. Rodriguez, CPPB, VCO
Statewide Contract Officer

INSTRUCTIONS

1. ORDERS: Unless otherwise instructed by the Division of Purchases and Supply, agencies will order items through eVA.
2. The applicable state contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of the receiving state agency.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (804-225-4045) or online at the following web address: <http://www.eva.virginia.gov/buyers/index.htm>.
5. RENEWALS. Three (3), one-year optional renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately three to four months in advance of the expiration date of the current term.

NOTICE OF AWARD
Master Agreement - E194 - 1279

Contract Number: E194-1279

Title: Hemoglobin Variant Detection Instrumentation System

Print Date: 8/15/2011

Procurement Folder: 71415

Procurement Type: Complex IFB

Effective Begin Date: 9/1/2011

Expiration Date: 8/31/2013

Minimum Order Amount: \$250.00

Maximum Order Amount: \$0.00

Preparer Name: Tina M. Rodriguez (Mizelle)

Phone: (804) 786-1603

Email: tina.rodriguez@dgs.virginia.gov

Description: **Hemoglobin Variant Detection Instrumentation System**

Created By: tmizelle1

Modified By: tmizelle1

Created On: 2011-08-03

Modified On: 2011-08-15

CONTRACT ADMINISTRATOR CONTACT INFORMATION

Tina M. Rodriguez, CPPB, VCO

Phone: (804) 786-1603

Email: tina.rodriguez@dgs.virginia.gov

RENEWAL PERIODS

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	9/1/2013	8/31/2014	90
2	1	Years	9/1/2014	8/31/2015	90
3	1	Years	9/1/2015	8/31/2016	90

AUTHORIZED DEPARTMENTS

Department of General Services, Division of Consolidated Laboratory Services, Immunology/Virology Group, 600 North 5th Street, Richmond, VA 23219

VENDOR

Contract Contact:

BIO-RAD Laboratories Inc
6565 185th Ave NE, Redmond, WA 98052
Brian Frey, Contract Administrator
Email: brian_frey@bio-rad.com
Phone: 800-666-8111, Ext 1883
Contract Number: E194 - 1279

eVA Orders:

Attn: LaDora Vollan, Customer Service Manager
Email: LSG.ORDERS.US@bio-rad.com
Phone: 800-666-8111, Ext 1761
Fax: 425-498-1757
4000 Alfred Nobel Drive, Hercules, CA 94547

PRICING SCHEDULE

Line: 1

NIGP Code: 19312 Description: Neonatal Dried Blood Spots (16,000 tests per year) = 16 Kits per year
Quantity: 1 Unit: kit
Unit Price: \$ 3,750.00 Line Total: \$ 3,750.00
Part Number: 250-3000
Delivery Type: Per Terms and Conditions 3-5 days ARO
Free On Board Name: FOB Destination-Freight Prepaid

Ship To

Attention: Thomas M. Hickey, PhD, Newborn Screening Lab Group Manager
Shipping Location: DGS - DIVISION OF CONSOLIDATED LABORATORY SERVICES
Shipping Street Address 1: 600 N. 5th Street
Shipping Address 2:
Shipping City: Richmond
Shipping State: VA

Bill To

Attention:
Billing Location: DGS - DEPARTMENT OF GENERAL SERVICES
Billing Street Address 1: P.O. Box 404
Billing Street Address 2:
Billing City: Richmond
Billing State: VA

Shipping Zip: 23219

Billing Zip: 23218-0404

Shipping Country: US

Billing Country: US

Free On Board Name: FOB Destination-Freight
Prepaid

Shipping Method: Vendor

Product/Category: VARIANT NBS SICKLE CELL

Line: 2

NIGP Code: 19312

Description: Whole Blood Samples (7,000 tests per
year) = 14 kits per year

Quantity: 1

Unit: kit

Unit Price: \$ 1,800.00

Line Total: \$ 1,800.00

Part Number: 270-2154

Delivery Type: Per Terms and Conditions 3-5 days ARO

Free On Board Name: FOB Destination-Freight Prepaid

Ship To

Bill To

Attention: Thomas M. Hickey, PhD, Newborn
Screening Lab Group Manager

Attention:

Shipping Location: DGS - DIVISION OF
CONSOLIDATED LABORATORY SERVICES

Billing Location: DGS - DEPARTMENT OF
GENERAL SERVICES

Shipping Street Address 1: 600 N. 5th Street

Billing Street Address 1: P.O. Box 404

Shipping Address 2:

Billing Street Address 2:

Shipping City: Richmond

Billing City: Richmond

Shipping State: VA

Billing State: VA

Shipping Zip: 23219

Billing Zip: 23218-0404

Shipping Country: US

Billing Country: US

Free On Board Name: FOB Destination-Freight
Prepaid

Mfr Part Number: 270-2154

Shipping Method: Vendor

Product/Category: BIO-RAD VARIANT II BTS 500
TEST KIT

SPECIFICATIONS

The successful bidder must supply the following: Instrumentation and all necessary reagents, to analyze dried blood spot and whole blood samples for hemoglobin identification for the Virginia DCLS Newborn Screening Laboratory. The specifications below describe the requirements of the system and the contractual agreements.

A. Instrumentation

1. Instrumentation must be commercially designed for the use of hemoglobin analysis. This instrumentation must identify hemoglobin's A, F, S, C, D, E, and A2 and alert the operator of other hemoglobin's present that can not be specifically identified.
2. Chromatographs, hemoglobin percentages and hemoglobin identifications must be captured and a printed report generated for each sample analyzed.
3. Instrumentation used for adult hemoglobin screening must have the ability to quantitate A2 to suggest or rule out Thalassemias.
4. Instrumentation should have a retention time of 4 minutes or less per newborn sample and 7 minutes or less for adult samples.
5. Instrumentation must have user-friendly software specifically designed for hemoglobin analysis.
6. Instrumentation must be designed for easy maintenance and require only a limited amount of routine maintenance by the user.
7. Instrumentation must be able to run a daily sample load of up to 100 newborn or adult samples during an eight-hour shift. The instrument must be able to handle the batching of samples into a run.
8. Instrumentation must include an auto-sampler with auto-injection capabilities. The auto-sampler must be able to accommodate micro titer plates or provide an acceptable alternative.

B. Reagents

1. All reagents must be FDA 510(k) approved and provided as a kit product with appropriately labeled lot numbers and expiration dates. Provide active 510(k) Notification Certificate with bid response.
2. Provided reagents must include all necessary calibrators and controls needed for hemoglobin analysis.
3. Provided reagents must include all necessary buffers and columns needed for hemoglobin analysis.
4. Neonatal kit reagents must be specifically developed for the analysis of neonatal blood samples saturated on ~~AniStrom Grade 226 filter paper or equivalent~~ [filter paper that meets CLSI guidelines](#).

The Bidder, by signing his/her bid, agrees to:

1. Provide the instrumentation through **a reagent-rental agreement**. This agreement would require the vendor to install and support two instruments in the DCLS Newborn Screening Laboratory. (One instrument to be used primarily for adult hemoglobin analysis and one for neonatal hemoglobin analysis.)
2. Enter into a contractual agreement that will establish routine periodic shipments of reagent kits, controls, etc. as a standing order.
3. Provide reagents of the same lot numbers for a minimum of six months and never ship more than one lot number with a single shipment.
4. Ship reagents with adequate shelf life to allow a minimum of three months, storage after delivery.
5. Provide all necessary instrument training to Newborn Screening Laboratory staff.
6. Provide technical support Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST) by phone and on-site, as indicated, to minimize instrument downtime.
7. Provide all parts needed to repair instrumentation.

Instruments/Consumables

Bidders shall indicate below the instruments/consumables that will be supplied at **no charge** to DCLS:

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>
1	250-3010	VARIANT NBS Instrument

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>
1	250-3055	VARIANT NBS Computer with Monitor
1	270-2000	VARIANT II System with CPU
1	270-2308	VARIANT II / VNBS HP3500 Printer

GENERAL TERMS AND CONDITIONS As set forth in the original solicitation document.

SPECIAL TERMS & CONDITIONS

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The vendor shall not state in any of its advertising or product literature that the Commonwealth of Virginia has purchased or uses any of its products or services, and the vendor shall not include the Commonwealth of Virginia in any client list in advertising and promotional materials.

AWARD: This Contract will be awarded to a single vendor, on a grand total basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluation. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown. Discounts for prompt payment will not be considered in making awards.

ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

AUDIT: The vendor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the vendor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONFIDENTIALITY OF INFORMATION: Awarded vendor will recognize all privacy regulations, to include but not be limited to, the U.S. Department of Health & Human Services Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Patient Safety and Quality Improvement Act of 2005.

The Vendor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Vendors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the securing of such information.

Vendors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Vendors and their employees working on this project may be required to sign a confidentiality statement.

CONTACT INFORMATION: Provided by Vendor as **Attachment A - Bidder Data Sheet** in bid response.

CONTINUITY OF SERVICES: The Vendor recognizes that the services under this contract are vital to the Commonwealth and must be continued without interruption and that, upon contract expiration, a successor, either the Commonwealth or another vendor, may continue them. The Vendor agrees: 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and 3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the vendor to its successor.

The vendor shall, upon written notice from the contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the contract Officer's approval.

The Vendor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

CONTRACT TERM: The initial term of this contract will be for a two (2) year period beginning approximately September 1, 2011 through August 31, 2013.

CONTRACT RENEWAL: This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) optional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

DATING: All products bearing expiration dates shall be delivered with as long a shelf life as possible. Repeated incidence of delivery of short-dated products will be considered as grounds for default of the contract. Any product received bearing less than a three (3) month dating, without prior approval or ordering agency, may be returned at the contractor's express for full credit.

DELIVERY: All orders shall be shipped directly to DCLS within seven (7) days after receipt of purchase order. Contractor shall communicate to the ordering agency by telephone any situation which will delay delivery beyond 10 days from receipt of order, indicating which items are back-ordered and when delivery will be completed. Repetitive back orders will not be tolerated; if notification is not received within 10 days from receipt of purchase order regarding completion of back orders within 30 days, the Contract may be regarded as being in default. Two such defaults during the period of the Contract may be cause for removal from the Commonwealth's bidders list for those items or similar products the following contract year for drugs and cancellation of the items and award to other parties.

DEMONSTRATION OF EQUIPMENT: Upon delivery of all the equipment, the contractor shall conduct a demonstration of the equipment in front of the agency's representative to verify that all equipment is fully operational and is in compliance with the contract specifications. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the equipment. Bidders shall provide on site demonstration of systems proposed within 10 calendar days after notification by the Division of Purchases and Supply. Failure to provide such demonstration may cause their bid to be declared non-responsive.

DEMONSTRATION OF PRODUCT PART: Bidders shall submit with their bid, a list of consumables not required but supplied if needed to operate their system (see page 3 for chart). If a charge is applicable, please note that charge. Currently, DCLS is using a Bio-Rad Variant System. The product offered must be equal to or better than this system.

EQUIPMENT: Bidders shall submit prices based on a loaner option for equipment. The contractor shall supply **new and most current equipment available** at no charge to the Commonwealth. Equipment may be added to or removed from this contract at anytime, so long as performance, reliability, and service are not reduced. Contractor may add or remove equipment by submitting, with its serial number and stating what action is being taken and when. Title shall at all times remain with the contractor. Maintenance is the responsibility of the title holder. The user will be responsible for all supplies and consumable. As an attachment to your response, please list equipment to be supplied for this contract by clearly identifying the equipment, attach descriptive literature, catalog cuts, and/or specifications.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.”

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1% capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Vendors should email Catalog or Index page information to eVA-catalog-manager@dgs.virginia.gov.

EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

MAINTENANCE MANUALS: The Vendor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties. [Contractor's proprietary and confidential maintenance manual is not provided to customers since all preventive maintenance and service will be performed by the Contractor.](#)

MATERIAL SAFETY DATA SHEETS: If applicable, Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive.

MINIMUM ORDER: Minimum Orders are set at \$250.00. Orders will be F.O.B. Destination to ordering agency within the Commonwealth of Virginia. For orders of less than \$250.00 the vendor will be

permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such orders off contract from other sources. Partial shipments of less than minimum order value which are made at the option of the vendor shall be made F.O.B. Destinations with no transportation charges added. If at the agency's request shipments are below the minimum order value, the vendor may add actual transportation to invoice for payment.

ORDER PLACEMENT/METHOD: To the maximum extent possible, purchase orders shall be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. The Commonwealth requires contractors to accept orders via the eVA ordering system.

PRICE ESCALATION / DEESCALATION: Price adjustments may be permitted only for changes in the Vendor's **cost of materials** based on the current market for this or similar products. Consumers Price Indices, Producers Price Indices or other appropriate indices as approved by the Division of Purchases and Supply, will be used as a guide to determine price increases or decreases. No price increases will be authorized for **365** calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each **365** days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. **Vendor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period.** The Vendor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Vendor by the Vendor's suppliers. The purchasing office will notify the using agencies and Vendor in writing of the effective date of any increase which it approves. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PURCHASE CARD INFO: DCLS may make purchases using a major credit card. Currently the Commonwealth uses Bank of America - VISA. Please list the major credit cards that will be accepted by your company under any resulting contract. **VISA and MASTERCARD accepted.**

Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services (typically \$5,000 and under). Vendors responding to this solicitation should note that acceptance of payment by purchase card is **the preferred method of payment by the Commonwealth.**

Payment for orders issued against the contract resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the Bank of America – VISA is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below. **The preferred level by the Commonwealth is Level 2.**

Level 1 Vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date

- Total Purchase Amount

Level 2

Vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept Bank of America - VISA.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3

Vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the **lowest interchange costs**.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

For more information regarding the Commonwealth of Virginia, Department of Accounts (DOA) Small Purchase Charge Card Program, visit the website:

http://www.doa.virginia.gov/General_Accounting/Charge_Card/Charge_Card_Main.cfm

PURCHASE VOLUME REPORT: The vendor shall furnish quarterly volume reports (January, February and March=1st quarter; April, May, and June=2nd quarter; July, August, and September=3rd quarter; and October, November, and December=4th quarter) within 15 days of the end of each quarter of the sales made under this contract. Report shall list item(s) and or services performed during the previous quarter along with the order number and dollar value. These reports shall include: item purchased, date purchased, agency, quantity, each price, extended price, and eVA purchase order number.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

RETURN GOODS: Exchange for credit may be accomplished by ordering agencies consistent with the Contractor's published return goods policy. A copy of the bidder's published return goods policy should accompany the bid. Failure to submit the policy may be cause for rejection of the bid. [Return Goods Policy of Bio-Rad is documented in the vendor's response document.](#)

SAMPLES: Bidders shall provide samples. For this solicitation, the requested samples shall be one (1) test each of the commodity lines. Submit bid samples to the following address: Division of Consolidated Laboratories, ATTN: Thomas M. Hickey, PhD, Newborn Screening Lab Group Manager, 600 N. 5th Street, Room 150C, Richmond, VA 23219 and mark the package – BID SAMPLES. **An email must be sent to tina.rodriquez@dgs.virginia.gov confirming samples were delivered to DCLS.**

Samples shall be provided at no additional cost to the Commonwealth and be exact and true representative sample of the actual material offered. Each sample shall be properly tagged and/or labeled with the name of the bidder and manufacturer, the bid number, and the specific commodity or items number. Samples will be handled and disposed of in accordance with paragraph 5.6 of the Vendor's Manual. Furthermore, the Division reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to confirm with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material confirming to the contract requirements at no additional cost to the Commonwealth.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. (Complete **Attachment B – STATE CORPORATION COMMISSION FORM.**) [Bio-Rad SCC Number: F1015371. Form on file at the Department of General Services, Division of Purchases and Supply.](#)

WARRANTY: The vendor agrees that the equipment furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties, not to be less than 365 days following date of delivery, and the vendor gives any customer for such equipment and the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of the solicitation. **A copy of this warranty should be furnished with the bid.** **NOTE:** During the warranty period, the vendor will provide on-site service or transport to its premises for service (as directed by the nature of the repair) and re-deliver the unit at no additional charge to the Commonwealth.