

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

NOTICE OF AWARD

1. DATE August 22, 2011
2. COMMODITY NAME Test Kits, Reagents, Neonatal
3. CONTRACT NUMBER..... E194-1283
4. CONTRACT PERIOD October 1, 2011 through September 30, 2013
5. SUPERSEDES..... E194-340-11
6. AUTHORIZED USER..... Department of General Services, Division of Consolidated
..... Laboratory Services (DCLS)
7. CONTRACTOR DUNS NUMBER 17-6835239
8. CONTRACTOR PerkinElmer Health Sciences
Lorrie Gilliam-Garvins, Contract Coordinator
710 Bridgeport Avenue
Shelton, CT 06484-4794
Phone: 203-402-1766
Fax: 203-449-4982
Email: Lorrie.Gilliam@perkinelmer.com
DUNS Number: 17-6835239
eVA ID Number: E5348
SCC Number: F1608787
9. TERMS..... Net 30
10. DELIVERY 14 Days ARO
11. MINIMUM ORDER..... \$100.00
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, DCLS 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
Contract Number E194 - 1283

Contract Number: E194-1283
Document ID: 1283
Print Date: 8/22/2011
Procurement Folder: 71515
Effective Begin Date: 10/1/2011
Minimum Order Amount: \$100.00
Preparer Name: Tina M. Rodriguez, CPPB, VCO

Title: Test Kits, Reagents, Neonatal
Procurement Type: Complex IFB
Expiration Date: 9/30/2013
Maximum Order Amount: \$0.00
Phone: (804) 786-1603
Email: tina.rodriguez@dgs.virginia.gov

Description: Test Kits, Reagents, Neonatal
Created By: tmizelle1
Created On: 2011-08-22

Modified By: tmizelle1
Modified On: 2011-08-22

Contract Administrator Contact Information

Tina M. Rodriguez, CPPB, VCO
Email: tina.rodriguez@dgs.virginia.gov
Phone: (804) 786-1603

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	10/1/2013	9/30/2014	90
2	1	Years	10/1/2014	9/30/2015	90
3	1	Years	10/1/2015	9/30/2016	90

Authorized Departments

Department of General Services, Division of Consolidated Laboratory Services, Newborn Screening Lab, Thomas M. Hickey, PhD, Newborn Screening Lab Group Manager, 600 North 5th Street, Richmond, VA 23219

Vendor Ordering Information

Legal Name: PerkinElmer Health Sciences, Inc
Address: 710 Bridgeport Avenue, Shelton, CT 06484-4794
Contact Name: Paul Vetter, Area Manager
Contact Email: paul.vetter@perkinelmer.com
Contact Phone: 301-706-2723
MA Number: E194 - 1283

Commodity Lines

Line: 1

Product: Neonatal Hemoglobin Kit, Equipment and consumables (Resolve Systems)
Product Number: FR-9360
Cost Per Kit: \$3,590.00

Line: 2

Product: JB-2 Staining System, Equipment
Product Number: FR-9367
Cost Per Kit: \$155.00

Line: 3

Product: extendSURE FASC Control, Equipment and consumables
Product Number: HB610
Cost Per Kit: \$349.00

CONSUMABLES NOT REQUIRED BUT SUPPLIED

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>
2	AJM8001	JANUS Standard Platform, 8-Tip
2	7002065	83.7mm Fixed Tip HD Option
2	1654363	Line Cord, North America
12	AWSJNSSTDCPOS1	Extended Warranty + 1PM – Janus AJM8001
4	010MISC	Gel Holder
2	7002344	500ul Syringe Assembly, 8-Tip

SPECIFICATIONS

The specifications describe the reagents and supplies which are required, as well as terms and requirements of the reagent contract.

1. The PerkinElmer Wallac Resolve Neonatal Hemoglobin test kit, which contains:
 - Precast Agarose IEF gels
 - Anolyte solution
 - Catholyte solution
 - Hb Elution solution
 - Precut IEF Electrode wicks
 - Gel Blotting papers (Product Code FR-9360)
2. The PerkinElmer Wallac JB-2 Staining System for Neonatal gels, which includes:

- Gel Stain concentrate
 - Stain Buffer
 - Stain Activator (Product Code FR-9367)
3. The PerkinElmer Extend SURE Hb FASC Control Set which includes:
 - Whole Blood Controls lyophilized and containing human hemoglobin F, A, S, and C (Product Code HB-610)
 4. All reagents must be accepted and approved by PerkinElmer Laboratories for use with the Multiphor II to ensure that reagents will not compromise the performance of the instrument, in any way.
 5. As indicated above, these reagents must be specifically developed for the analysis of neonatal blood samples which have been saturated on to Ahlstrom Grade 226 Filter Paper or equivalent, for the purpose of newborn screening for hemoglobinopathies.
 6. The vendor shall:
 - Enter into a contractual agreement which will establish monthly shipments to be sent out as a standing order. In addition, DCLS reserves the right to notify the vendor by phone of the need to modify the contract shipping dates or quantities.
 - Lot numbers shall be reserved for a minimum six (6) month period.
 - Provide reagents from a single lot within each shipment.
 - Ship reagents with adequate shelf-life to allow a minimum of three (3) months storage upon delivery.
 - Replace all reagents broken or damaged in shipping, as well as reagents which fail in-house laboratory QC Testing on initial usage.
 7. The low bid vendor bidding an “or equal” brand shall supply free of charge, sufficient supplies as determined by DCLS personnel, to be tested to determine adequacy of performance of reagents on laboratory equipment.
 8. DCLS has an instrument requirement of two (2) 8-probe robotic pipettors. Under the current Contract, DCLS has a “reagent rental” for two (2) Multiprobe II robotic pipettors. The equipment cost for two (2) 8-probe robotic pipettors will be included in the price of the reagents.

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: The Commonwealth will make the award on a Grand Total basis to the lowest responsive and responsible bidder. The number of awards is entirely at the discretion of the Commonwealth. The purchasing office reserves the right to conduct any test it may deem advisable to make all evaluations. 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.

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.

CONSUMABLES: Bidders shall submit with their bid a list of consumables not required but supplied, if needed to operate their system. Currently, DCLS is using an instrument requirement of two (2) 8-probe robotic pipetors. A current reagent rental with PerkinElmer is in use for two (2) Multiiprobe 11 robotic pipetors. The product offered must be equal to or better than this system.

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

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.

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 October 1, 2011 through September 30, 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.

DELIVERY SERVICE: Delivery of all requested contract items shall be made within ~~ten (10)~~ 14 calendar days after receipt of purchase order. The Contractor shall carry an adequate stock to insure such delivery service for the duration of the Contract. The vendor shall be responsible for all shipping and installation costs for instrumentation. The vendor shall deliver all components necessary to perform testing within ten (10) calendar days. The vendor shall unpack, install, and validate the system by successfully analyzing the instrument's quality control at the testing site in Richmond, VA. The vendor shall be responsible for all costs associated with the removal of instrumentation at termination of this Contract.

EQUIPMENT DEMONSTRATION: Upon delivery of all the equipment, within ten (10) calendar days, the contractor shall conduct an on-site 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.

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.

MATERIAL SAFETY DATA SHEETS: 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: Order will be FOB delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the Contractor 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 Contractor shall be made FOB Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the Contractor 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, American Express 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.

PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

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 POLICY: 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.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror 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 or offeror 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.**) **PerkinElmer Health Sciences, Inc. SCC Number: F1608787. Form on file at the Department of General Services, Division of Purchases and Supply.**

TECHNICAL SUPPORT: The vendor shall provide, at no cost to DCLS, telephone technical service to the DCLS staff as needed from 8:00 am EST to 5:00 pm EST. The vendor shall provide, at no cost to DCLS, technical support personnel to repair equipment. The vendor will be responsible for the shipment, installation, removal, and maintenance of malfunctioning or contaminated equipment. Equipment should be repaired or replaced within two (2) working days of notification. The vendor shall provide, at no cost to DCLS, one (1) technical manual for each instrument provided.

WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for the period of the Contract. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either 1) that the Contractor shall replace or correct, or 2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.