
Master Agreement E194 - 422 – 10
CONTRACT RENEWAL

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|--------------------------------------------------------------------------------------------|--------------------------------------------|
| Document Id: 422 | Document Name: Test Kits, HIV |
| Procurement Folder: 1818 | Procurement Type: Complex IFB |
| Original Effective Begin Date: 12/1/2006 | Original Expiration Date: 7/31/2008 |
| Effective Begin Date: 8/1/2009 | Original Expiration Date: 7/31/2010 |
| Document Description: Test Kits, HIV-1 and HIV-2 Enzyme Immunoassay (EIA) Test Kits | |

Contact Information

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|--------------------------------------|-----------------------|
| Tina M. Mizelle, CPPB, VCO | Phone: (804) 786-1603 |
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Thresholds

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|--------------------------------|--------------------------|
| Minimum Order Amount: \$150.00 | Minimum Order Value: Yes |
|--------------------------------|--------------------------|

Authorized Departments

Department of General Services, Division of Consolidated Laboratory Services

Vendor

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|------------------------------------------|---------------------------------|
| Legal Name: BIO-RAD LABORATORIES, INC | Contact Name: Jeannette Ritchie |
|------------------------------------------|---------------------------------|

Location Legal Name: Life Science Group

Email: LSG.ORDERS.US@BIO-RAD.COM

Contact Phone: 800-424-6723

Vendor Type: Primary

Contract Administration: Janette J. Stockert Email: bid_coordination@bio-rad.com

Phone: 800-666-8111, ext. 1761

eVA Vendor ID: E3789

DUNS Number: 00-9127663

MA Number: E194 - 422 -10

Renewal Periods

Line Number: 1

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 8/1/2008

Expiration Date: 7/31/2009

Notification Days Prior to Expiration: 90

Line Number: 2

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 8/1/2009

Expiration Date: 7/31/2010

Notification Days Prior to Expiration: 90

Line Number: 3

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 8/1/2010

Expiration Date: 7/31/2011

Notification Days Prior to Expiration: 90

Terms and Conditions

IMPORTANT INFORMATION

ALL INFORMATION REGARDING THIS SOLICITATION IS INCLUDED IN THE TERMS AND CONDITIONS LISTED BELOW. PLEASE READ THE ENTIRE DOCUMENT. Please see the Specification Section of this IFB for a detailed description of the tests needed. Estimated annual quantity to be ordered is 65,000. Prices may be offered for various numbers of tests per kit packages... (example) Options A, B, C and D have been outlined for your use if four different test packages are available. The intent is to obtain one (1) kit that tests for both (HIV- ½) or separate kits (HIV-1 and 2).

PURPOSE

The Department of General Services, Division of Consolidated Laboratory Services (DCLS), is seeking to establish a contractual agreement which will cover the purchase of kits to be used for the detection of antibodies of Human Immunodeficiency Virus (HIV), Type I and Type 2, in human serum or plasma along with a reagent equipment rental program.

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

eVA REGISTRATION (2 of 2)

- a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b.) eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- d.) 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.

MINIMUM ORDER

Orders will be F. O. B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$150.00 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 F.O.B. 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.

SPECIFICATIONS PART 1

Scope: 1) This specification covers kits to be used by the Division of Consolidated Laboratories (DCLS) for the qualitative detection of antibodies to Human Immunodeficiency Virus (HIV), Type I and Type 2, in human serum or plasma. Detection will include the ability to detect antibody to a variety of Group M subtypes and to HIV-1 Group O. 2) This solicitation bid price shall include all reagents, controls, equipment, accessories, shipping & handling and insurance needed for routine equipment maintenance and calibration, specimen preparation for testing, testing, and data management.

SPECIFICATIONS PART 2

3) The estimated workload for one calendar year is 65,000 tests. 4) The per kit cost shall be calculated to include all items listed in #2 above. 5) The vendor must be able to consistently supply on a monthly basis the level of kits necessary to meet DCLS' workload.

SPECIFICATIONS PART 3

Kit Performance Requirements: 1) The test kit must use a Food and Drug Administration (FDA) cleared Enzyme Immunoassay (EIA) solid phase technology using colorimetric detection. 2) Testing should be self contained, fully automated and with bi-directional (electronic) functionality, that adheres to ASTM Clinical standards. 3) Specificity shall be greater than 99.8%. Sensitivity shall be greater than 98.5%. The test shall be accurate for all specimens, which can be icteric, lipemic or slightly hemolysed.

SPECIFICATIONS PART 4

4) Incubation time, automation and ease of performing the test shall allow one technician to perform at least 250 tests per day. 5) Test kits shall have a minimum of twelve (12) weeks before expiration when received in the laboratory. An entire shipment shall have only one lot number. Automation Requirements: 1) Pipetting device(s) shall be provided and automated so that calibrators/controls and specimens are pipetted into the plate at the proper dilution. Pipetting device shall be equipped with a "code 39" bar code reader. 2) Incubator(s) shall be provided. 3) An optical density colorimetric reader shall be included. 4) Plate washer(s) shall be included.

SPECIFICATIONS PART 5

5) A data management system, software and hardware (printer), shall be included that allows for

collection, manipulation and storage of test data and QC; storage capacity for 30 days of raw data. The data management system shall include the ability to produce QC charts such as Levey-Jennings graphs, retrieval function for patient results and preventative maintenance instruction and charts.

SPECIFICATIONS PART 6

6) At a minimum the system must be capable of producing an ANSI flat file of specimen and result data, and use Windows 2000 or better operating system. The system should be network compatible and support or allow virus scanning software. The system will allow for barcode identification (reading). 7) Maintenance and service for all provided equipment shall be the responsibility of the Contractor. This to include the performance of a complete semi annual maintenance check. Repair or replacement of malfunctioning equipment is to be accomplished within 24 hours.

DEMONSTRATION OF EQUIPMENT

After receipt of bids by the Division of Purchases and Supply, vendors will be asked to perform an on-site demonstration of proposed equipment at the DCLS Laboratory located at 600 North 5th Street, Richmond, VA 23219. Bidders will be asked to run 100 test samples.

CONTRACT TERM

THE INITIAL TERM OF THIS CONTRACT WILL BE FOR TWO YEARS BEGINNING APPROXIMATELY August 1, 2006 through July 31, 2008.

RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional successive one year periods under the terms and conditions of the current contract, and at a reasonable time (approximately 90 day) prior to expiration.

ACCEPTANCE PERIOD

Any response in reply to this solicitation shall be valid for 90 days. At the end of the 90 days the response may be withdrawn by written request. If it is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

PURCHASE REPORT

The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases by ordering Agency and the total number of each contract item ordered under this contract with dollar amounts on a quarterly basis, i.e., 1st quarter = July, August & September - submit report by October 30th; 2nd quarter = October, November & December - submit report by January 30th.

CONTACT INFORMATION

The bidders shall provide a list of the telephone numbers, facsimile number, e-mail address, name of responsible persons of your company who may be contacted regarding this contract and required reports.

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.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

AWARD

The Commonwealth will make the award on a grand total basis or per test 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 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. 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.

PRICE CHANGES PART 1

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials. Consumers Price Indices, Producers Price Indices or other appropriate indices 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.

PRICE CHANGES PART 2

Contractor 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 Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor'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 Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

MANUFACTURER/SHIPPING POINT

The bidders shall supply the name and address of the manufacturer of each item offered and the shipping point.

CONTRACT CANCELLATION

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 Contractor. 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 Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

PRODUCT INFORMATION

The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered non-responsive.

DELIVERY SERVICE

DELIVERY OF ALL REQUESTED CONTRACT ITEMS SHALL BE MADE WITHIN 10 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER. CONTRACTOR SHALL CARRY AN ADEQUATE STOCK TO INSURE SUCH DELIVERY SERVICE FOR THE DURATION OF THE CONTRACT.

EQUIPMENT

PLEASE LIST EQUIPMENT TO BE SUPPLIED FOR THIS CONTRACT. THE CONTRACTOR SHALL SUPPLY EQUIPMENT AT NO CHARGE TO THE DCLS. EQUIPMENT MAY BE ADDED TO OR REMOVED FROM THIS CONTRACT AT ANYTIME, SO LONG AS PERFORMANCE, RELIABILITY AND SERVICE CARE ARE NOT REDUCED. 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 CONSUMABLES. THE CONTRACTOR

MAY ADD OR REMOVE EQUIPMENT BY SUBMITTING A LETTER TO THE DCLS WITH A COPY TO THE CONTRACT OFFICER WITH A DESCRIPTION OF EQUIPMENT, WITH ITS SERIAL NUMBER AND STATING WHAT ACTION IS BEING TAKEN AND WHEN. THE VENDOR SHALL PERFORM, AT NO COST TO THE DCLS, ONE ANNUAL PREVENTIVE MAINTENANCE CHECK FOR EACH INSTRUMENT PROVIDED.

INSTALLATION

THE VENDOR SHALL BE RESPONSIBLE FOR ALL SHIPPING AND INSTALLATION COSTS FOR INSTRUMENTATION OR ANY COMPONENT NEEDED TO PERFORM THE ASSAY. THE VENDOR SHALL DELIVER ALL COMPONENTS NECESSARY TO PERFORM TESTING WITHIN TWO WEEKS FROM THE DATE OF THE SIGNED AGREEMENT. THE VENDOR SHALL UNPACK, INSTALL AND VALIDATE THE ASSAY SYSTEM BY SUCCESSFULLY ANALYZING THE ASSAY'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.

TRAINING

THE VENDOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH VENDOR SITE TRAINING FOR ONE (1) DCLS EMPLOYEE. THIS TRAINING SHALL OCCUR WITHIN TWO (2) WEEKS FROM THE DATE OF SUCCESSFUL INSTALLATION AND VALIDATION.

INSTRUMENTATION

THE VENDOR SHALL BE RESPONSIBLE FOR THE COST OF ANY INSTRUMENTATION AND NON-CONSUMABLE COMPONENTS NEEDED TO ACCOMPLISH THE WORKLOAD AS STATED UNDER SECTION 09. THE VENDOR SHALL SUPPLY A LIST OF COSTS FOR CONSUMABLE REPLACEMENT PARTS FOR ALL INSTRUMENTATION AND COMPONENTS. IF METHOD REQUIRES MORE THAN TWO (2) MANUAL PIPETTING STEPS, THEN THE VENDOR WILL SUPPLY A SEMI-AUTOMATED OR AUTOMATED PIPETTING SYSTEM.

TECHNICAL SUPPORT

THE VENDOR SHALL PROVIDE, AT NO COST TO THE 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 THE 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 THE

DCLS, ONE TECHNICAL MANUAL FOR EACH INSTRUMENT PROVIDED.

AUDIT

The contractor 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.

WARRANTY PART 1

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 non-conformance. 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.

WARRANTY PART 2

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.

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

APP. LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors)

certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance

of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's:
Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT (1 of 3)

PAYMENT (part 1 of 3): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or

delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

PAYMENT (2 of 3)

PAYMENT (part 2 of 3): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (3 of 3)

PAYMENT (part 3 of 3): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such

payment.

PRECEDENCE OF TERMS

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The

contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or

manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE (1 of 3)

INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
(continued in part 2)

INSURANCE (2 of 3)

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2) Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia

must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

INSURANCE (3 of 3)

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.

DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana

during the performance of the contract.

NONDISCRIMINATION

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

eVA REGISTRATION (2 of 2)

- a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b.) eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- d.) 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.

Commodity Information

Please see the attached “EVOLIS CONSUMABLE AND SPARE PARTS” listing (Attachment C) for pricing.

EVOLIS CONSUMABLE AND SPARE PARTS

ATTACHMENT C

AS NEEDED

| DESCRIPTION | PART NUMBER | Price |
|----------------------------------------------------------------------|-------------|-------------|
| HIV-1/2 PLUS O Test Kits (960 tests per kit) | 32589 | \$ 1,296.00 |
| #1 Rack (reagents, 2 x 12) | 89781 | \$ 2,134.58 |
| #2 Rack (1 x 20 - with inserts for QC Dye Tests) | 89780 | \$ 469.92 |
| #3 Rack (controls, 1 x 20) | 25100 | \$ 364.00 |
| T-Rack (samples, 1 x 20) This replaces #25100 above | 45590433 | \$ 327.96 |
| 125 ml Nalge Bottles (72/case) | 89779 | \$ 107.16 |
| 13 x 75 tubes (polypropylene) 1000/CS | 48155525 | \$ 74.21 |
| 13 x 75 tubes (polypropylene) 500/Pack This replaces #48155525 above | 48155525B | \$ 42.00 |
| 96 Well Flat bottom plates (100 plates) | 25027 | \$ 557.00 |
| Barcode Kit, Control Rack Labels | 45590290 | \$ 52.06 |
| Bottle Wash Buffer w/o cap (2 Liter) | 89935 | \$ 21.50 |
| Cap, 2 Liter bottles | 25102 | \$ 16.00 |
| Caps for 2ml Sarstedt Tubes (1000 / case) | 25222 | \$ 152.50 |
| Caps for 2ml Sarstedt Tubes (500/bag) This replaces #25222 above | 25222B | \$ 65.00 |
| DYE (Sunset Yellow FCF) Powder, 25g | 89981 | \$ 37.72 |
| Label Set, sample rack, alternate | 45590353 | \$ 30.00 |
| Microcide Cleaning Concentrate | 25099 | \$ 17.00 |
| NUNC Null Strips (5 plates/bx) | 0900-05 | \$ 45.00 |
| Plate Carrier | 89679 | \$ 314.82 |
| Printer Cartridge, Desk Jet 845C, Black | 473C6615DN | \$ 34.62 |
| Printer Cartridge, Desk Jet 845C, Color | 473C6625AN | \$ 37.72 |
| Reader Lamp | 89604 | \$ 187.44 |
| Sarsedt 2ml Tubes (1000/case) | 25221 | \$ 682.68 |
| Sarsedt 2ml Tubes (500/bag) This replaces #25221 above | 25221B | \$ 55.00 |
| Tween 20, 100 ml bottle | 25116 | \$ 30.00 |
| V-Vial Push Caps (500/case) | 4025820 | \$ 116.00 |
| V-Vial Reagent Containers, 22.5ml, (500/case) | 4025900 | \$ 93.00 |
| Wash Bottle Assembly, 1 Liter, Black | 89658 | \$ 690.70 |
| Wash Bottle Assembly, 1 Liter, Red | 89657 | \$ 690.70 |
| Wash Bottle Assembly, 2 Liter, Black | 45590379 | \$ 606.60 |
| Wash Bottle Assembly, 2 Liter, Blue | 89661 | \$ 690.70 |
| Wash Bottle Assembly, 2 Liter, Yellow | 89662 | \$ 690.70 |
| Waste Bag with cover | 89799 | \$ 50.36 |
| *Tips, Conductive, 300ul, 960/Box | 25097 | No Charge |
| *Tips, Conductive, 1100ul, 960/Box | 25098 | No Charge |
| *QC Dye Kit1 | 89893 | No Charge |
| Performance Evaluation Kit, Evo This replaces #89893 above | 89894 | No Charge |