



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
PO Box 1199
RICHMOND, VA 23218-1199

Notice of Contract (Renewal)

CONTRACT # E194-70831
Contract Title: Test Kits, HIV-1 and HIV-2

| | | |
|----|------------------------------|---|
| 1 | DATE: | July 18, 2013 |
| 2 | CONTRACT PERIOD: | August 1, 2013 through July 31, 2014 |
| 3 | SUPERCEDES: | E194-1270 (prior - E194-422-11) |
| 4 | AUTHORIZED USERS: | Department of General Services, Division of Consolidated Laboratory Services |
| 5 | CONTRACTOR'S eVA VENDOR ID#: | VS0000074599 |
| 6 | CONTRACTOR / VENDOR | Bio-Rad Laboratories, Inc. |
| 7 | CONTRACTOR CONTACT | Charlotte Clarey Government Contract Administration Contract Administration Specialist 6565 185 th Ave NE Redmond, WA 98052 Phone: 800-666-8111 ext. 1764 Fax: 425-498-1757 Email: Charlotte_Clarey@bio-rad.com |
| 8 | TERMS | Net 30 |
| 9 | DELIVERY | FOB Destination |
| 10 | F.O.B. | Destination |
| 11 | CONTRACT PRICES | See Section 5 |
| 12 | DPS CONTRACT OFFICER | Name: Tina M. Rodriguez, CPPB, VCO Phone: 804-786-1603 Email: tina.rodriguez@dgs.virginia.gov |

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov under the State Contracts webpage.

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is (Mandatory) for number 4. above.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, 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.

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1. CONTRACTOR / VENDOR INFORMATION

| Contractor Name | eVA Vendor ID# | Location Address(es) | Contact Information (Name, Phone, Fax and Email) |
|-----------------------------------|-----------------------|--|---|
| Bio-Rad Laboratories, Inc. | VS0000074599 | 6565 185 th Ave NE Redmond, WA 98052 | Charlotte Clarey Contract Administration Specialist Phone: 800-666-8111 ext. 1764 Fax: 425-498-1757 Email: Charlotte_Clarey@bio-rad.com SCC Number: F1015371 |

2. GENERAL INSTRUCTIONS

1. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through 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. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.
 2. **Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
 3. **Ordering Entity Acceptance:** Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
 4. **Complaints:** Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc>
 5. **Changes:** Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
 6. See [Additional Information](#) section below.
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3. ADDITIONAL INFORMATION

Renewal Periods

| Line Number | Renewal Period Length | Renewal Period Unit | Effective Date | Expiration Date | Notification Days (Prior to Expiration) |
|-------------|-----------------------|---------------------|----------------|-----------------|---|
| 1 | 1 | Years | 8/1/2013 | 7/31/2014 | 90 |
| 2 | 1 | Years | 8/1/2014 | 7/31/2015 | 90 |
| 3 | 1 | Years | 8/1/2015 | 7/31/2016 | 90 |

Authorized Departments

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

Minimum Orders

Minimum orders are set at \$150.00. Orders will be F.O.B. Destination.

Purchase Card Information

Bio-Rad Laboratories, Inc. accepts Visa and Master Card.

Shipping Instructions

Division of Consolidated Laboratory Services, ATTN: Marilyn B. Freeman, Immunology/Virology Group Manager, 600 North 5th Street, Richmond, VA 23219

4. SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS

Scope of Work:

1. This specification covers kits to be used by the DCLS for the qualitative detection of antibodies to Human Immunodeficiency Virus (HIV), Type 1 and Type 2, in human serum or plasma. Detection will include the ability to detect antibody to a variety of Group M subtypes.
2. This solicitation bid price shall include all reagents, controls, equipment, accessories, shipping and handling and insurance needed for routine equipment maintenance and calibration, specimen preparation for testing, testing, and data management.
3. The estimated workload for one calendar year is 48,000 tests for screening, 1,000 tests for confirmation and 180 tests for differentiation of HIV-1 and HIV-2.
4. The per-kit cost shall be calculated to include all items listed in number 2 above.
5. The vendor must be able to consistently supply, on a monthly basis, the level of kits necessary to meet DCLS' workload.

Kit Performance Requirements:

1. The test kit must use a Food and Drug Administration (FDA) cleared Enzyme Immunoassay (EIA) for screening. The confirmations must be performed using an FDA approved test for HIV-1 Western Blots. The differentiation test must be a rapid EIA test used to differentiate between HIV-1 and HIV-2.
2. EIA 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 cadaveric, icteric, lipemic or slightly hemolysed.
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 weeks before expiration when received in the laboratory. An entire shipment shall have only one (1) 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, if required.
4. Plate washer(s) shall be included, if required.
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.

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 semiannual maintenance check. Repair or replacement of malfunctioning equipment is to be accomplished within 24 hours.

5. COMMODITY INFORMATION & PRICING

| Catalog Number | Description | Unit Price |
|----------------|---|-------------|
| 26218 | HIV Combo Ag/Ab EIA, 960 test | \$ 1,920.00 |
| 26214A | HIV Combo Ag/Ab Bv Seg Barcode Kit | \$ 0.00 |
| 32589 | HIV ½ PLUS O, 960 Test Kit | \$ 1,420.80 |
| 32508 | HIV 1 Western Blot, 40 Test Kit | \$ 1,251.20 |
| 25228 | Multispot HIV-1/HIV-2, 50 Test Kit | \$ 1,200.00 |
| 25064 | GSC HIV 1-2 Plus O Barcode Kit | \$ 0.00 |
| 25099 | Microcide Cleaning Concentrate | \$ 0.00 |
| 26141 | Reagent Bottles (20/Case) | \$ 0.00 |
| 25260 | Stopping Solution Bulk Pack, 5/Pack | \$ 0.00 |
| 25098 | Tips, Conductive, 1100ul, 960/Box | \$ 0.00 |
| 25097 | Tips, Conductive, 300ul, 960/Box | \$ 0.00 |
| 4025900 | V Vials Reagent Containers (500/Case) | \$ 0.00 |
| 89894 | Performance Evaluation Kit, Evolis | \$ 0.00 |
| 89781 | #1 Rack (Reagents, 2x12) | \$ 2,730.00 |
| 89780 | #2 Rack (1x20 with inserts for QC dye tests) | \$ 604.00 |
| 89779 | 125 mL Nalge Bottles (72/Case) | \$ 210.00 |
| 48155525B | 13x75 Tubes (Polypropylene) (500/Case) | \$ 76.97 |
| 25027 | 96 Well Solid Flat Bottom Plates (100 Plates) | \$ 557.00 |
| 45590290 | Barcode Kit, Control Rack Labels | \$ 52.06 |
| 89935 | Bottle Wash Buffer Without Cap (2 Liter) | \$ 66.00 |
| 25102 | Cap, 2 Liter Bottles | \$ 25.00 |
| 25222B | Caps for 2mL Sarstedt Tubes (500/Case) | \$ 89.00 |
| 89981 | Dye (Sunset Yellow FCF) Powder, 25g | \$ 0.00 |
| 45590353 | Label Set, Sample Rack, Alternate | \$ 80.00 |
| 0900-05 | Nunc Null Strips (5 Plates/Box) | \$ 0.00 |
| 89679 | Plate Carrier | \$ 395.00 |
| 475T036120 | Printer Cartridge, Epson, Black – C44 Printer | \$ 35.00 |

| Catalog Number | Description | Unit Price |
|----------------|--|-------------|
| 475T040120 | Printer Cartridge, Epson, Black – C62 Printer | \$ 35.00 |
| 475C13T066140 | Printer Cartridge, Epson, Black – C48 Printer | \$ 10.85 |
| 475C13T067040 | Printer Cartridge, Epson, Color – C48 Printer | \$ 10.85 |
| 475T037020 | Printer Cartridge, Epson, Color – C44 Printer | \$ 55.00 |
| 475T041020 | Printer Cartridge, Epson, Color – C62 Printer | \$ 55.00 |
| 89604 | Reader Lamp | \$ 187.44 |
| 25221B | Sarstedt 2 mL Tubes (500/Case) | \$ 65.00 |
| 89984 | System Liquid Container, 10 Liter | \$ 185.00 |
| 89612 | Tips, Conductive, 1100uL, Case (10 Boxes/Case) | \$ 0.00 |
| 89611 | Tips, Conductive, 300 uL, Case (18 Boxes/Case) | \$ 0.00 |
| 45590433 | T-rack (Samples, 1x20) | \$ 344.00 |
| 25116 | Tween 20, 100mL Bottle | \$ 42.00 |
| 4025820 | V-Vial Push Caps (500/Case) | \$ 116.00 |
| 89658 | Wash Bottle Assembly, 1 Liter, Black | \$ 690.70 |
| 89657 | Wash Bottle Assembly, 1 Liter, Red | \$ 893.00 |
| 45590379 | Wash Bottle Assembly, 2 Liter, Black | \$ 606.60 |
| 89661 | Wash Bottle Assembly, 2 Liter, Blue | \$ 893.00 |
| 89662 | Wash Bottle Assembly, 2 Liter, Yellow | \$ 893.00 |
| 89799 | Waste Bag with Cover | \$ 58.00 |
| 89985 | Waste Container, 10 Liter | \$ 413.00 |
| 32591 | HBsAg 3.0 EIA, 480 Test Kit | \$ 960.00 |
| 32594 | HBsAg 3.0 Confirmatory Assay | \$ 272.00 |
| 25220 | MONOLISA Anti-HBs EIA, 192 Test Kit | \$ 864.00 |
| 26186 | MONOLISA Anti-HBc EIA, 192 Test Kit | \$ 912.00 |
| 26174 | MONOLISA Anti-HBc IgM EIA, 192 Test Kit | \$ 960.00 |
| 72496 | MONOLISA Anti-HAV, 192 Test Kit | \$ 960.00 |
| 72495 | MONOLISA Anti-HAV IgM, 192 Test Kit | \$ 1,008.00 |
| 25260 | Evolis Stopping Solution Bulk Pack, 5/Pack | \$ 0.00 |
| 25261 | Evolis Wash Solution Bulk Pack, 15/Pack | \$ 0.00 |

6. GENERAL TERMS AND CONDITIONS

- A. 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.eva.virginia.gov under "Vendors Manual" on the "vendors" tab.
- B. 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.
- C. ANTI-DISCRIMINATION:** By submitting their bids, bidders 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).

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.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By submitting their bids, bidders 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.
- G. 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.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** 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.
- I. CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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.
- J. PAYMENT:**
1. 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. 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.

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.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. 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.

L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. 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.

- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** 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:
 - a. By mutual agreement between the parties in writing; or
 - b. 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
 - c. 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.
- P. 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.
- Q. 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.
- R. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders 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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder 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 clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders 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.
- T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder 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 further certifies that the contractor and any subcontractors will maintain this 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.

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.)

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.)

\$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

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 |

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. **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.

W. **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.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website 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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: 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: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. 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.
- Z. SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7. SPECIAL TERMS AND CONDITIONS

- A. **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.
- B. **AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. Discounts for prompt payment will not be considered in making awards.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **CONTACT INFORMATION:** Omitted from Award document.
- H. **CONFIDENTIALLY 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.

- I. **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.

- J. CONTRACT TERM:** The initial term of this contract will be for a two (2) year period beginning approximately August 1, 2011 through July 31, 2013.
- K. 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.
- L. DELIVERY:** Delivery of all requested contract items shall be made within 10 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.
- M. EQUIPMENT:** The Contractor shall list equipment to be supplied for this Contract. The Contractor shall supply equipment at no charge to 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 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 DCLS, one annual preventive maintenance check for each instrument provided. **EVOLIS Signature Silver Service will be provided on both instruments.**
- N. 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.

- O. **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.
- P. **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 (2) 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.
- Q. **INSTRUMENTATION:** The vendor shall be responsible for the cost of any instrumentation and non-consumable components needed to accomplish the workload as stated under the Specifications portion, Scope of Work, item number 3. The vendor shall supply a list of costs for consumable replacement parts for all instrumentation and components. If the method requires more than two (2) manual pipetting steps, then the vendor will supply a semi-automated or automated pipetting system.
- R. **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.
- S. **MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference **will be held at the DCLS building located at 600 North 5th Street, Room T-21, Richmond, VA 23219. This conference will be held at 2:00 pm (EST), Tuesday, June 14, 2011. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the specifications and scope of work, attendance at this conference will be a prerequisite for submitting a bid.** Bids will only be accepted from those firms present at the pre-bid conference. **Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 2:15 pm.**
- T. **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.
- U. **MINIMUM ORDER:** Order will be FOB 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 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.
- V. **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.

W. 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

- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.**) [Bio-Rad SCC Number: F1015371. Form on file at the Department of General Services, Division of Purchases and Supply.](#)
- BB. 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.~~ [The Commonwealth will strike the last sentence as mutually agreed upon and insert the following language: The anticipated agreement Is for a reagent rental agreement. Contractor will provide service and preventive maintenance on the requested instrumentation. Any service or preventive maintenance provided by other than Contractor, other than routine user maintenance as designated by Contractor during installation training, would invalidate Contractor's warranty. For this reason, Contractor's proprietary and confidential maintenance manual is not provided to Customers.](#)
- CC. 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.
- DD. 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.
