

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY  
P.O. BOX 1199  
RICHMOND, VIRGINIA 23218-1199

**CONTRACT EXTENSION**

Changes appear in Red

1. DATE ..... January 24, 2011
2. COMMODITY ..... Pregnancy Test, Urine
3. CONTRACT NUMBER ..... **E194-295**
4. SUPERSEDES ..... E194-295-09
5. CONTRACT PERIOD ..... **February 1, 2011 through July 31, 2011**

**Contract is extended for six months or until a new contract is awarded, whichever is sooner.**

6. AUTHORIZED USERS ..... State Agencies Only
7. CONTRACTOR ..... Stanbio Laboratory  
1261 North Main St  
Boerne, TX 78006
8. CONTRACTOR PHONE NUMBERS ..... 800-531-5535
9. TERMS ..... Net 30
10. DELIVERY ..... 10 Days ARO
11. MINIMUM ORDER ..... \$100.00  
**(Orders less than \$100 will have actual freight cost prepaid and added to the invoice).**
12. Notice to all State Agencies: The agreement is the result of a competitive bid program. It is a MANDATORY use agreement for all state agencies.
13. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

14. FURTHER CONTRACT INFORMATION CONTACT:

Betsy Bratton, CPPB, VCO  
Statewide Contract Officer  
Phone: (804) 786- 3854, Fax: (804) 786-5413  
Email: betsy.bratton@dgs.state.va.us

By:   
Statewide Contract Officer

## INSTRUCTIONS

1. ORDERS:
  - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
  - B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
2. Important!! **The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown** on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (804) 225-4045.
5. Renewals. No renewals remain.

---

---

## Master Agreement - E194 - 295

### Renewal

---

Document Id: 295	Document Name: E194-714-1TMM
Procurement Folder: 555	Procurement Type: IFB
Original Effective Begin Date: 2/9/2006	Original Expiration Date: 1/31/2008
<b>Current Effective Date: 2/1/2011</b>	<b>Current Expiration Date: 7/31/2011</b>
Document Description: Test, Pregnancy, Urine	

---

### Contact Information

---

Betsy G. Bratton	Phone: (804) 786-3854
Email: betsy.bratton@dgs.virginia.gov	Fax: (804) 786-5413

---

### Thresholds

---

Minimum Order Amount: \$100.00	Minimum Order Value: Yes
Maximum Order Amount: \$0.00	Maximum Order Value: No
Not to Exceed Amount: \$0.00	Not to Exceed: No

---

### Authorized Departments

---

Department: A601 - Health, Dept. of and State Agencies  
Spending Limit: \$0.00

---

### Vendor

---

Legal Name: Stanbio Laboratory	Vendor Contact Name: Customer Service
Location Legal Name: same	Vendor Contact Email: stanbio@stanbio.com
Vendor Contact Phone: (800) 531-5535	Vendor Type: Primary
MA Number: E194 - 295	

---

### Renewal Periods

---

<del>Line Number: 1</del>	<del>Renewal Period Unit: Years</del>
<del>Renewal Period Length: 1</del>	<del>Expiration Date: 1/31/2009</del>
<del>Effective Date: 2/1/2008</del>	
<del>Notification Days Prior to Expiration: 90</del>	
<b>Line Number: 2</b>	

~~Renewal Period Length: 1~~  
~~Effective Date: 2/2/2009~~  
~~Notification Days Prior to Expiration: 90~~

~~Renewal Period Unit: Years~~  
~~Expiration Date: 2/1/2010~~

**Line Number: 3**

~~Renewal Period Length: 1~~  
~~Effective Date: 2/2/2010~~  
~~Notification Days Prior to Expiration: 90~~

~~Renewal Period Unit: Years~~  
~~Expiration Date: 2/1/2011~~

---

**Commodity Information**

---

**Line: 1**

Commodity: 19340  
Description: Diagnostic Reagents And Tests  
(For Diseases, Pregnancy, Etc.): Cards, Slides,  
Spot Tests, Strips, Tablets, Etc., **QuPID**  
**Pregnancy Test, Catalog 1220-025 (see**  
**attachment for product information).**

Commodity Specs:  
Extended Description: Test, Pregnancy, Urine  
One Step Method in Accordance with the  
Accompanying Specifications.

Unit Price: **\$0.67000 each**  
Catalog: **1220-025**  
Delivery: 10 days ARO

Box Price: **\$16.75/Box**  
Packing: **25 Tests Per Box**  
Free On Board Name: FOB Destination-Freight  
Prepaid

---

**Line: 2**

Commodity: 19340  
Description: Diagnostic Reagents And Tests  
(For Diseases, Pregnancy, Etc.): Cards, Slides,  
Spot Tests, Strips, Tablets, Etc., **True 20**  
**Pregnancy Test, Catalog 1430-050 (see**  
**attachment for product information).**

Commodity Specs:  
Extended Description: Test, Pregnancy, Urine  
One Step Method in Accordance with the  
Accompanying Specifications.

Unit Price: **\$0.58000 each**  
Catalog: **1430-050**  
Delivery: 10 days ARO

Box Price: **\$29.00/Box**  
Packing: **50 Tests Per Box**  
Free On Board Name: FOB Destination-Freight  
Prepaid

---

**Line: 3**

Commodity: 19340  
Description: Diagnostic Reagents And Tests  
(For Diseases, Pregnancy, Etc.): Cards,

Commodity Specs:  
Extended Description: Controls pregnancy,  
for above pregnancy test kits. hCG Bi-

Slides, Spot Tests, Strips, Tablets, Etc., Level Urine Pregnancy Controls.  
**Pregnancy Test Controls, Catalog 1225-205**

Unit Price: **\$0.00000 each**  
Catalog: **1225-205**  
Delivery: **10 days ARO**

Box Price: **\$0.00/Kit**  
Packing: **2 vials/Kit at 5ml each vial**  
Free On Board Name: FOB Destination-Freight Prepaid

**Terms And Conditions**

---

This Master Agreement shall include all General and Special Terms and Conditions Per the Original Invitation For Bids Document.

**Price Changes (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. 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.

**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.

### **Purchase Report**

The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: 1. The first report shall include purchases made in the first six months of the contract. 2. For contracts of one year, the Contractor shall furnish a second report listing the purchases made in the first nine months of the contract. In addition, for contracts exceeding one year, the Contractor shall furnish reports at the end of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract. All reports shall be delivered to the Division of Purchases and Supply no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract. Each report shall be in two segments: (1) One to report the total dollar volume of purchases and the total number of each item ordered by State agencies, institutions and departments; (2) One to report the total dollar volume of purchases and number of each item ordered by all other Commonwealth public bodies (e.g. cities, towns, counties, schools and authorities, etc.), if authorized users of this contract

### **Order Placement/Method**

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

### **Payment Terms/Options**

Contract Users pay by check, electronic funds transfer (ETF), or with the Commonwealth's authorized procurement card. Contractor should be able to accept the Commonwealth's card for invoices under \$5,000 per transaction. The Commonwealth does not mandate the use of the charge card for invoices under \$5,000. Using ETF via eVA will generally get you a lower transaction cost and save you money compared to payment via the purchasing card. Standard payment terms are net 30 days from products delivery or properly executed invoice receipt, whichever is later.

### **Minimum Order**

Orders will be F. O. B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00 the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such orders off contract from other sources. Partial shipments of less than minimum order value which are made at the option of the contractor shall be made 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.

### **Return**

Exchange for credit may be accomplished by ordering agencies consistent with the contractor's published return goods policy. A copy of bidder's published return goods policy should accompany the bid. Failure to submit the policy may be cause for rejection of the bid.

### **Dating**

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

### **Quality Standards**

A. TESTS: All products covered by this invitation shall be manufactured or compounded, packaged and handled in accordance with the provisions of the current Federal Foods, Drug and Cosmetic Act regulations. Finished products shall conform, as a minimum, to applicable current USP/NF tests and standards set forth by the National Institute of Health, the U.S. Food and Drug Administration and any other applicable regulatory agency. Bidders shall have readily available evidence to support this claim. B. PACKING AND PACKAGING: All products covered herein shall be labeled in accordance with the Federal Foods, Drug and Cosmetic Act. Each test shall be individually packed. More than one test may be included in a box or package. Only standard commercial packages will be accepted and each unit (bottles, vial, ampule, tube, unit dose, etc.) shall bear the manufacture's lot or control number and expiration date for dated products. C. SUBSTITUTION: The substitution of brand or manufacturer after award of contract is expressly prohibited unless previously approved in writing by the Division of Purchases and Supply. D. GUARANTEE: The bidder's signature on this proposal is his guarantee that the methods used in the facilities used for the manufacture, processing, packaging, and holding of all products listed herein conform to are operated and administered in conformity with current good manufacturing practice as required by Section 501 (a) (2) of the Federal Foods, Drug and Cosmetic Act. Bidder hereby agrees to indemnify and to hold harmless and free the Commonwealth of Virginia or any institution, agency, department, or division thereof or any of its officers, employees, or agents from and against any and all liability or damages imposed on it or them by reason of any defects in any of said products, which defects results from bidder's or manufacturer's negligence or by reason of his adulteration, misbranding, or mislabeling of said products, or by reason of patent infringement E. RECALL: In submitting this bid, bidder expressly assumes full responsibility for prompt notification of any drug recall. F. SUITABILITY: The test must be capable of being performed by laboratory and non-laboratory (nurses aide, nurses, clinicians) personal in a clinic and/or lab environment.

### **Training**

Upon request, successful bidder shall be required to conduct on site training classes in each of the 35 State Health Districts and/or other Contract user sites within 90 days of the contract award.

### **Delivery**

All orders shall be shipped directly to the agency or department within 5 days after receipt of

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

### **Specifications**

A. The urine pregnancy test kit shall utilize the monoclonal and/or polyclonal antibody technology as the primary method of detecting HCG in the urine. B. The test shall have a sensitivity of 20 mIU/ml or greater for urine in accordance with the WHO 3rd I.S. C. There shall be no cross reactivity with the following hormone concentrations: LH at 500 mIU/ml in accordance with WHO 2nd IRPHMG FSH at 1000 IU/ml in accordance with WHO 2nd IRPHMG TSH at 1000 mIU/ml in accordance with WHO 68/38 D. The test procedure shall be a one step method. "One step" is defined as placing the specimen in or on the testing device and being able to walk away. It shall not be necessary for the user to watch the reaction. After a time interval, the user shall return to read the test. The test shall be easy to read with a minimum on background color. Results shall be detectable within 4 minutes or sooner. E. The test kits shall be capable of being stored room temperature 59-86 f (15-30 c) with a minimum shelf life of at least 3months. Kit shall be able to be shipped at ambient Temperatures without changing their expiration dates. F. The test must be FDA approved for marketing the U.S. The test must be classified as waived by the Clinical Laboratory Improvement Amendment of 1988 (CLIA 88) test complexity listing for urine testing. G. The test shall be equally reliable when used for early pregnancy and family planning (6 week postpartum check-up). H. The kits shall have instructions in non-technical language with procedure illustrations. There should be example illustrations of positive, negative, and invalid or questionable results. I. The kits shall contain all supplies necessary to perform the tests with the exception of specimen collection devices. J. Negative and positive controls shall be provided with each kit. These controls may be liquid controls or embedded with the test device. K The kit shall contain a minimum of 20 tests and no more than 40 tests. Each individual test kit shall be individually packaged. L.. Kit failure, as indicated by the positive control being negative or failure of the sample to migrate properly, shall not be over 1% of the product shipped. M. Kit shall be standardized in accordance with WHO 3rd for Human Chorionic Gonadotropin (hcg).

---