REQUEST FOR QUOTATION
CRFQ CME2100000001
Enzyme-linked Immunosorbent Assay Reagents and Equipment

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources Office of the Chief Medical Examiner to establish an open-end contract for Enzyme-linked Immunosorbent Assay (ELISA) testing reagents. The successful vendor shall supply one (1) testing instrument at no charge to the Agency. Any cost associated with the testing instrument, service/repair (parts, travel and labor) and manufacturer's recommended preventative maintenance should be factored into the testing reagent costs. This system is intended for use in a postmortem toxicology laboratory with an average annual testing volume of approximately 30,000 tests.

   NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: http://intranet.wvdhhr.org/ops/EEO/forms/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

   2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.

   2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

   2.4 **"ELISA"** means the enzyme-linked immunosorbent assay is a test that uses antibodies and color change to identify a substance. This is the accepted standard for immunoassay screening postmortem samples of blood, urine and tissue.

   2.5 **"OS"** means operating system.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Enzyme-linked Immunosorbent Assay Testing Instrument (ELISA) – The successful vendor shall provide one (1) complete testing instrument (including accessories), instrument service, repair, and preventative maintenance at no charge to the State of West Virginia, Chief Medical Examiner's Office throughout the life of the contract. Testing instrument/accessories shall include but not limited to the following:

3.1.1.1 Testing instrument shall be fully automated.

3.1.1.2 Testing instrument will incorporate an integrated reader/washer that includes minimum 340 nm wavelength.

3.1.1.3 Testing instrument will have a robotic manipulator arm.

3.1.1.4 Testing instrument will have pipetting using Teflon (or equal) coated fixed tips, (maximum two (2) tips).

3.1.1.5 Testing instrument must have capacity to run a maximum of 6 (six) ELISA plates, up to 12 (twelve) assays per run.

3.1.1.6 Testing instrument must be computer controlled.

3.1.1.7 Computer must be standalone, (not networked), with an operating system (OS) fully integrated with the testing instrument provided. The computer must also include a minimum of one (1) DVD drive to

facilitate backup data and a serial port for testing instrument.

3.1.1.8 A LaserJet printer printing a minimum of seventeen (17) pages per minute (black and white, single sided) must be
included with the testing instrument and computer provided.

3.1.1.9 Computer system shall include testing instrument software, and Microsoft Access or equal, to facilitate single page case reporting that must include positive and negative controls.

3.1.1.10 Software shall employ a graphical user interface.

3.1.1.11 Software must allow for recovery if run is interrupted.

3.1.1.12 Software will maintain process security with traceability of all sample and pipetting actions.

3.1.1.13 Software shall accept batch data and automatically create a single page report containing the immunoassay screening results and the associated assay calibrators, for each case in the batch.

3.1.1.14 The testing instrument must have the capability to test at a minimum the following:

- **3.1.1.14.1** Acetaminophen
- **3.1.1.14.2** Amphetamine
- **3.1.1.14.3** Barbiturates
- **3.1.1.14.4** Benzodiazepines
- **3.1.1.14.5** Buprenorphine
- **3.1.1.14.6** Benzoylecgonine (Cocaine metabolite)
- **3.1.1.14.7** Cannabinoids (THC metabolite)

3.1.1.14.8 Carisoprodol
3.1.1.14.9 Cotinine
3.1.1.14.10 Cannabinoids (THC)
3.1.1.14.11 Dextromethorphan
3.1.1.14.12 Fentanyl
3.1.1.14.13 Flunitrazepam
3.1.1.14.14 Fluoxetine
3.1.1.14.15 Ketamine
3.1.1.14.16 LSD
3.1.1.14.17 Meperidine
3.1.1.14.18 Methadone
3.1.1.14.19 Methamphetamine
3.1.1.14.20 Methylphenidate
3.1.1.14.21 Morphine specific
3.1.1.14.22 Naltrexone
3.1.1.14.23 Opiates
3.1.1.14.24 Oxycodone
3.1.1.14.25 Oxycodone/Oxymorphone
3.1.1.14.26 PCP/phencyclidine
3.1.1.14.27 Propoxyphene
3.1.1.14.28 Salicylates
3.1.1.14.29 Sertraline
3.1.1.14.30 Tramadol
3.1.1.14.31 Tricyclic antidepressants
3.1.1.14.32 Zolpidem

3.1.1.15 Successful vendor, at no charge to Agency, shall supply and install the testing instrument and train laboratory staff, minimum 3 (three) people, maximum 6 (six) people, on site at the following location:

Office of the Chief Medical Examiner
619 Virginia Street, West
Charleston, WV 25302.

3.1.1.15.1 This training will include but not be limited to: theory, instrument operation and user maintenance.

3.1.1.16 Testing instrument shall be delivered at no charge to the Agency at:

Office of the Chief Medical Examiner
619 Virginia Street, West
Charleston, WV 25302

3.1.1.16.1 NOTICE: The site does not have a loading dock; therefore, the testing instrument must be delivered by a truck with a functional lift gate. Vendor must contact Dr. James Kraner at 304-558-6920 Ext. 4423 seven (7) business days prior to delivery to schedule the date and time.

3.1.1.17 Vendor must be available for telephone technical support Monday through Friday, during the regular business hours of 8 am to 4 pm EST. Vendor should have equivalent or similar equipment in house for troubleshooting an assay or instrument related issues.

3.1.1.18 Vendor must supply all power cords, surge protectors and items necessary for a complete operating system.

3.1.2 Reagent Kits

3.1.2.1 All ELISA reagent kits should come from one (1) manufacture. All ELISA reagent kits must be validated by the instrument manufacturer to ensure proper performance.

3.1.2.2 Vendor must provide reagents that have been tested and proven effective for the analysis of a variety of forensic matrices, the minimum being blood, serum, bile, urine and tissue extracts. Verification shall be

provided upon request and may include but not limited to other clients use on postmortem samples or by publications in the medical literature.

3.1.2.3 The microplates, (minimum 96 well), must be compatible with the testing instrument provided.

3.1.2.4 ELISA reagent kits must have minimum of six (6) months to one (1) year shelf life depending on drug stability from date of delivery.

3.1.2.5 Each ELISA reagent testing kit must meet the minimum requirements of the following:

3.1.2.5.1 THC Metabolite
Must have 100% cross reactivity with delta-9-Carboxy-THC

3.1.2.5.2 Amphetamine
Must have 100% cross reactivity with damphetamine. Cross reactivity with Ephedrine, Pseudoephedrine, Phenylpropanolamine or Fenfluramine shall be less than 5%. Must have cross reactivity with L-methamphetamine of less than 10%.

3.1.2.5.3 Methadone
Must have cross reactivity 100% with Methadone.

3.1.2.5.4 Opiates
Must have 100% cross reactivity with Morphine and greater than 75% cross reactivity with Codeine and Hydrocodone.

3.1.2.5.5 Benzoylecgonine (Cocaine metabolite) Must have 100% cross reactivity with Benzoylecgonine.

3.1.2.5.6 Benzodiazepines Must have 100% cross reactivity with Oxazepam and 50% cross reactivity with Alprazolam, Clonazepam, Diazepam, Lorazepam and Temazepam.

3.1.2.5.7 Barbiturates Must have 100% cross reactivity with Secobarbital. Must have greater than 50% cross reactivity with Butalbital and Phenobarbital.

3.1.2.5.8 Phencyclidine Must react 100% with Phencyclidine.

3.1.2.5.9 Methamphetamine Must have 100% cross reactivity with dmethamphetamine. Must have less than 5% cross reactivity with Ephedrine, Pseudoephedrine, Phenylpropanolamine or Fenfluramine. Must not cross react with Lmethamphetamine more than 10%.

3.1.2.5.10 Fentanyl Must cross react 100% with Fentanyl.

3.1.2.5.11 Acetaminophen Must cross react 100% with Acetaminophen

3.1.2.5.12 Oxycodone/Oxymorphone Must have 100% cross reactivity with oxycodone. Must also have at least 80% cross reactivity with oxymorphone.

3.1.2.5.13 Tricyclic Anti-depressants
Must have at least 100% cross reactivity with amitriptyline, nortriptyline, imipramine, Desipramine.

3.1.3 ELISA Reagent Testing Kits must be provided for the following toxicology screenings: (see Oasis Commodity Lines, quantities on estimated quantity volume usage per year).

3.1.3.1 Acetaminophen
3.1.3.2 Amphetamine
3.1.3.3 Barbiturates
3.1.3.4 Benzodiazepines
3.1.3.5 Benzoylecgonine/Cocaine Metabolite
3.1.3.6 Buprenorphine
3.1.3.7 Cannabinoids (THC)
3.1.3.8 Carisoprodol
3.1.3.9 Cocaine
3.1.3.10 Cotinine
3.1.3.11 Dextromethorphan
3.1.3.12 Fentanyl
3.1.3.13 Flunitrazepam
3.1.3.14 Fluoxetine
3.1.3.15 Ketamine
3.1.3.16 LSD
3.1.3.17 Meperidine
3.1.3.18 Methadone
3.1.3.19 Methamphetamine
3.1.3.20 Methylphenidate
3.1.3.21 Morphine specific
3.1.3.22 Naltrexone
3.1.3.23 Opiates
3.1.3.24 Oxycodone
3.1.3.25 Oxycodone/oxymorphone

3.1.3.26 PCP/Phencyclidine
3.1.3.27 Propoxyphene
3.1.3.28 Salicylate
3.1.3.29 Sertraline
3.1.3.30 Tramadol
3.1.3.31 Tricyclic Antidepressants
3.1.3.32 Zolpidem

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Grand Total cost as shown on the Oasis Commodity Lines.

Pricing Pages: The Oasis Commodity Lines contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Oasis Commodity Lines through wvOASIS or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: crystal.g.hustead@wv.gov.

Bidders responding on paper should complete a Pricing Page by entering the ELISA reagent kit cost as the Unit Price per test, then multiply the unit price by the Estimated Annual Quantity to get the Extended Price. Then total the Extended Price column and enter that amount into the GRAND TOTAL box. Vendor should complete a Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

If responding on paper, Vendor should type or otherwise legibly enter the information into a Pricing Page.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 10 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return

within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 **Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____