



**REQUEST FOR QUOTATION
RFQ# HQ071113**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

**Quotations are due by 3:00 P.M., Local Time
Thursday, November 5, 2009**

Date: October 20, 2009

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://azdoa.gov/userfiles/file/SPO/Pro%20Docs%20and%20Forms/UIOV7.pdf> for the Instructions and

<http://azdoa.gov/agencies/spo/docs/UTCv7.pdf> for the Terms and Conditions. In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran and Sudan.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror certifies that it is a small business as defined above. Please check as many as applicable:

____ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

____ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

**Submit via Fax or in person
to Location:**
1740 West Adams, Room 303
Phoenix, AZ 85007

Delivery / Pick Up Location:
Arizona Department of Health Services
Newborn Screening – State Laboratory
250 N. 17th Avenue
Phoenix, AZ 85007

Procurement Specialist
Cindy Sullivan
Phone: (602) 542-2934
Fax: (602) 542-1741
Email: sullivc@azdhs.gov

Item	Description of Material or Service	Number of PM per Year	Total Annual Price	Percentage Discount
1	Maintenance Agreement Trinity Biotech Diagnostic HPLC Unit 385 Ultra/Trinity Biotech Ultra 2 + 234 Liquid Handler Equipment, S/N 100414	2	\$	N/A
2	If payment is made within ____ calendar days after acceptance of goods and/or services, the above quoted price excluding sales tax, shall be discounted by what percentage	N/A	N/A	%

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name _____

Telephone: _____

Address _____

Fax _____

City _____

Email _____

State _____ Zip Code _____

Signature

Date

Typed Name and Title

Chief Procurement Officer: _____

Date: _____

SPECIAL INSTRUCTIONS TO OFFERORS

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A. SUBMISSION:

Quotations shall be signed by the Offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

B. INQUIRIES:

All inquiries must be submitted in writing to the Solicitation contact person, and within five (5) days before the Offer due date and time to allow sufficient time for question review and response.

C. IDENTIFICATION:

Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this Contract.

D. OPENING:

This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

E. STANDARD PROVISIONS:

The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at www.azdoa.gov.

F. TAXES:

The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax.

G. BID REJECTION:

The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

H. ERASURE:

Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.

I. UNIT PRICE:

In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

J. EVALUATION:

Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.

K. NEGOTIATIONS:

Negotiations may be held.

L. PAYMENT:

The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

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M. ARIZONA PROCUREMENT CODE:

The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>

N. REASONS FOR CANCELLATION:

Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the Contract.

O. ADDITIONAL TERMS AND CONDITIONS:

Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

P. NON EXCLUSIVE CONTRACT:

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the rights to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Q. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the offer section of the offer and acceptance, Page One (1) of this document, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a Contract. The State also may exercise any other remedy available by law.

R. Compliance With A.R.S. §41-4401:

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

B. Term of Contract

The term of any resultant contract shall commence on date of award and shall continue for a period of three (3) years, or \$50,000, whichever comes first, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The initial Contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years or \$50,000, whichever comes first.

D. Contract Type

- | | |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | Fixed Price |
| <input type="checkbox"/> | Cost Reimbursement |

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

G. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment

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reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

I. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

J. Volume of Work

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

K. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

L. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

M. Order Process

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

N. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

O. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

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P. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

Q. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet contract standards.

R. Authorization for Services

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

S. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

T. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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U. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

V. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 Commercial General Liability – Occurrence Form

1.1.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

1.1.1	General Aggregate	\$1,000,000
1.1.2	Products – Completed Operations Aggregate	\$ 500,000
1.1.3	Personal and Advertising Injury	\$ 500,000
1.1.4	Blanket Contractual Liability – Written and Oral	\$ 500,000
1.1.5	Fire Legal Liability	\$ 25,000
1.1.6	Each Occurrence	\$ 500,000

1.2 Worker's Compensation and Employers' Liability

1.2.1 Workers' Compensation Statutory

1.2.2 Employers' Liability

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1.2.2.1 Each Accident	\$ 100,000
1.2.2.2 Disease – Each Employee	\$ 100,000
1.2.2.3 Disease – Policy Limit	\$ 100,000

1.2.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2.4 This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

W. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

X. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 1.2 Alternative methods to ensure there are products in the supply chain.
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

Y. Defective Products

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the state within seven (7) days of initial notification.

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ071113</p>
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Z. Maintenance:

The equipment specified in this Contract is dependent upon the availability of prompt professional service. Work is to be performed at the Arizona State Laboratory whenever feasible. Contractor is required to have an existing maintenance facility with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified should the equipment require off site repair. Maintenance facilities may be subject to inspection by the State to determine adequacy.

AA. Laboratory Access:

All service technicians are required to sign in with the Security Control Officer upon arrival and sign out upon departure at the Arizona State Laboratory each day. Service technicians will be issued an Arizona State Laboratory visitor badge, which shall be worn and displayed at all times. Service technicians will be escorted by a laboratory staff person at all times and shall wear a buttoned up laboratory coat and safety glasses while in the Arizona State Laboratory designated areas. Both the laboratory coat and the safety glasses can be either Arizona State Laboratory issued or provided by the Contractor.

BB. Replacement Parts:

All items must be in accordance with the manufacturer's equipment specifications and delivered in the manufacturer's standard package, unless otherwise specified and agreed upon in writing by the Laboratory.

CC. Shipping - FOB Destination:

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

SPECIFICATIONS

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A. BACKGROUND:

The Arizona Department of Health Services (ADHS), State Laboratory, Newborn Screening requires a Maintenance Service Agreement for repairs, labor, parts and supplies for the Trinity Biotech Diagnostic HPLC Unit 385 Ultra/Trinity Biotech Ultra 2 + 234 Liquid Handler equipment, Serial Number 100414.

The location for the equipment listed is: ADHS State Public Health Laboratory
250 North 17th Avenue
Phoenix, AZ 85007

B. OBJECTIVE:

To provide all maintenance service, as required, to maintain the equipment for laboratory tests and to supply the necessary parts and supplies to operate the equipment.

C. SCOPE OF SERVICE

The Contractor shall provide all maintenance services for the Trinity Biotech Ultra 2 + 234 machine including repairs, labor, travel, parts and supplies.

D. TASKS/DELIVERABLES:

The Contractor shall provide service maintenance on a Trinity Biotech Ultra 2 + 234 machine. The Contractor shall:

1. Provide full support maintenance including repairs, labor, travel, parts as listed in Task thirteen (13) and Task fourteen (14) and supplies as listed in Task fifteen (15), to the instrumentation and/or equipment listed;
2. Schedule the visits in advance with the Laboratory by calling the appropriate Laboratory personnel or (602) 542-1188, Laboratory main telephone number;
3. Provide manufacturer authorized and trained service technician if on-site services are required;
4. Provide quality maintenance that shall be guaranteed to be free of defects in workmanship or Contractor shall provide service to correct any defects in workmanship at no additional cost to the Laboratory;
5. All parts and workmanship that are found to be defective shall be fixed or replaced immediately at no additional cost to the Laboratory;
6. Provide replacement parts, which may be new or reconditioned for all defective parts. All new replacement parts shall be delivered in their original packaging. All reconditioned parts shall be visibly marked as such;
7. Permit an unlimited number of service calls under this Contract. Contractor on-site support shall be during standard business hours, Monday through Friday from 8:00 am to 5:00 pm local Arizona time excluding State observed holidays;
8. Provide unlimited telephone technical support for the Laboratory. Contractor telephone support shall be during standard business hours, Monday through Friday from 8:00 am to 5:00 pm local Arizona time excluding State observed holidays or specify the hours of operations of Contractor support center if located in other time zones. A service telephone support call back to the Laboratory staff shall be not more than a forty-eight (48) hour time frame from the time the call is placed;
9. Provide support to any new equipment purchased subsequent to award, or equipment which the Laboratory owns and the original manufacturer warranty has expired, listed by Contract Amendment to the original Contract. The Laboratory will update the Contractor on any additional equipment that needs to be added to this Contract for service maintenance, via a written Contract Amendment and updated Price Sheet. As equipment is added to the Contract, the Contractor shall provide support training after the initial warranty expires;

10. Guarantee all manufacturer replacement parts that fail will be replaced promptly without additional cost to ADHS.

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Contractor will warrantee the replacement part according to current industry standards. All labor will have a minimum thirty (30) day warranty;

11. Make the arrangements to transport or ship the instrument off-site and back again if it is determined that repairs cannot be completed on-site. This shall be at no additional cost to ADHS;
12. Observe and obey all posted safety rules and visitor protocols of the Laboratory while on-site; and
13. Consumable parts for the Ultra 2 including:

03-02-0030	Rotor Seal, Vespel
03-02-0067	Prefilter Assembly (Frit Housing)
03-02-0099	Frit, 2.0u.188xx250, 5/PK
03-02-0143	PEEK 1 Piece Fitting, 5/PK (short)
03-02-0148	Lamp, Visible FOR 152 Detector
03-02-0152	Lamp, UV for 152 Detector
03-02-0170	PEEK 1 Piece Fitting, 5/PK (long)
03-02-0171	1/8" Ferrule, Yellow, 5/PK
03-10-0210	Piston Seal, for H1 Pumphead

14. Consumable Parts for the 234 Liquid Handler including:

03-12-0012	Syringe for 234
03-02-01116	Dilutor Syringe
03-12-0011	Injection Port Seal
03-12-0016	Dilutor Syringe Tip
03-02-0169	Sample Loop, 20 uL

15. Consumable Supplies for the Ultra 2 including:

3.8L	Mobile Phase 1 (01-03-0040)
3.8L	Mobile Phase 2 (01-03-0041)
3.8L	2DIL (01-03-0056)
940ML	Wash (01-03-0035)
6/pkg	FASC Control (01-04-0042)
1,000/pkg	MicroVials (03-12-0013)
Pkg	MicroVial Caps (03-02-0191)
Each	Variant Column (01-05-0015)
5/pkg	2 Micron Frits (03-11-0056)

E. ADHS DELIVERABLES

1. ADHS State Laboratory staff shall be trained in the operations and maintenance of the equipment;
2. ADHS State Laboratory staff shall comply with the provisions of the equipment manuals in operating and maintaining the equipment;
3. ADHS State Laboratory staff shall cooperate with the Contractor in correcting any malfunctions; and
4. ADHS State Laboratory shall make the equipment readily accessible to the engineer on routine and emergency visits.

D. REQUIREMENTS:

The Contractor shall:

1. Comply with all requirements of applicable standards of Environmental Protection Agency (EPA), Clinical Laboratory Improvement Amendments (CLIA) and any other Federal, State and Local regulatory agencies and provide documentation of compliance. Consult and obtain prior approval from Lab personnel regarding compliance documentation;

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2. Review and comply with Arizona State Laboratory Policies and Procedures;
3. Include no additional charges;
4. Provide valid Certificate of Liability insurance and Worker's Compensation upon Contract Award; and
5. Provide a W-9, if requested.

E. Notices, Correspondence and Reports

1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Newborn Screening Office Chief
250 North 17th Avenue
Phoenix, AZ 85007
Phone: 602-364-1410
Fax: 602-364-1495

2. Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:
(Contractor to complete)

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

3. Payments from ADHS to the Contractor shall be sent to:
(Contractor to complete if different from above)

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____