COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TG-003-15

This contract entered into this 29th day of October, 2014 by USA Scientific, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Scientific Equipment, Supplies, Chemicals, Biologicals, Laboratory Furniture, Related Items and/or Services to Virginia Tech as set forth in the Contract Documents.


COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0023532 dated June 25, 2012, the proposal submitted by the Contractor dated July 13, 2012, and Attachment 1, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor

By: ____________________________
(Signature)

_______________________________
Name and Title

Virginia Tech

By: ____________________________

W. Thomas Kaloupek
Director of Purchasing
Request for Proposal #0023532

For

Term Contract For Scientific Equipment, Supplies, Chemicals, Biologicals, Laboratory Furniture, Related Items and/or Services

June 25, 2012
1. **QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Patricia Mullins, Phone: (540) 231-9129, e-mail: mullinsp@vt.edu.

2. **DUE DATE:** Sealed Proposals will be received until July 26, 2012 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

3. **ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. **TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: __________. For certification assistance, please visit: http://www.dmbe.state.va.us/swamcert.html.

   - **Large**
   - **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
   - **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
   - **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

5. **COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears with your Federal Taxpayer Number)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If different than the Full Legal Name)</td>
<td>(If different than ID# above)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears on your invoice)</td>
<td>(If different than ID# above)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</th>
</tr>
</thead>
</table>

12/11
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiations for scientific equipment, supplies, chemicals, biologicals, laboratory furniture, related items and/or services for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for three years or as negotiated. There will be an option for two three-year renewals, or as negotiated.

III. BACKGROUND:

Virginia Polytechnic Institute and State University is a public land-grant university serving the Commonwealth of Virginia, the nation, and the world community. The discovery and dissemination of new knowledge are central to its mission. Through its focus on teaching and learning, research and discovery, and outreach and engagement, the university creates, conveys, and applies knowledge to expand personal growth and opportunity, advance social and community development, foster economic competitiveness, and improve the quality of life.

Founded in 1872 as a land-grant college named Virginia Agricultural and Mechanical College, Virginia Tech is now a comprehensive, innovative research university with the largest number of degree offerings in Virginia, more than 125 campus buildings, a 2,600-acre main campus, off-campus educational facilities in six regions, a study-abroad site in Switzerland, and a 1,700-acre agriculture research farm near the main campus. The campus proper is located in the Town of Blacksburg in Montgomery County in the New River Valley and is 38 miles southwest of Roanoke. Through a combination of its three missions of teaching and learning, research and discovery, and outreach and engagement, Virginia Tech continually strives to accomplish the charge of its motto: Ut Prosim (That I May Serve).

Total student enrollment in fiscal year 2011-2012 was 30,936 with full-time instructional faculty of 1,364. Virginia Tech offers bachelor's degree programs through its seven undergraduate academic colleges: Agriculture and Life Sciences, Architecture and Urban Studies, Engineering, Liberal Arts and Human Sciences, Natural Resources, Pamplin College of Business, and Science. On the postgraduate level, the university offers masters and doctoral degree programs through the Graduate School and a professional degree from the Virginia-Maryland Regional College of Veterinary Medicine. In addition, the Virginia Tech Carilion School of Medicine, a private independent school jointly managed by Virginia Tech and Carilion Health System, opened in fall 2010.

Virginia Tech generated $398.1 million for research programs in fiscal year 2010, ranking it 44th in the nation. Each year, Virginia Tech receives significant external support for research, instruction, extension, and public service projects. In the most recent fiscal year (2010-11), the university received more than 2,400 awards to conduct research. Support for these projects originates from an ever-expanding base of sponsors. Researchers pursue new discoveries in agriculture, biotechnology, information and communication technology, transportation, energy management (including leadership in fuel-cell technology and power electronics), and a wide range of other engineering, scientific, social science, and creative fields. This research led to 40 patents and 24 licenses and option agreements.

Outreach and International Affairs, which spearheads the university's outreach mission, encompasses a number of university-wide programs. These programs include the Center for European Studies and Architecture in Switzerland; Commonwealth Campus Centers in Southwest Virginia, Hampton Roads, Richmond, and Roanoke; the Office of Economic Development; the Office of International Research, Education, and Development, including Education Abroad and applied research programs in developing countries; Outreach Fellows; southern Virginia outreach programs, including the Institute for Advanced Learning and Research in Danville and Reynolds Homestead in Patrick County; and Outreach Program Development, including the Center for Organizational and Technological Advancement, Continuing and Professional Education, Language and Culture Institute, The Hotel Roanoke & Conference Center, Outreach Program Services, Service-Learning Center, The Inn at Virginia Tech & Skelton Conference Center, and Upward Bound/Talent Search.

Virginia Tech has facilities located across the Commonwealth of Virginia, as well as one facility in Europe and another in the Dominican Republic. These include the Marion duPont Scott Equine Medical Center in Leesburg; several locations in the Virginia Tech National Capital Region, including the newly opened Virginia Tech Research Center-Arlington; Hampton Roads Center in Virginia Beach; Virginia Tech Roanoke Center; Virginia Tech Richmond Center; and Virginia Tech Southwest Center in Abingdon. Virginia Tech also owns and maintains the Center for
European Studies and Architecture in Riva San Vitale, Switzerland, which is part of the university’s study abroad program. Virginia Tech owns The Hotel Roanoke and Conference Center, which it uses for academic programs, education, seminars, and conferences.

Virginia Tech’s operating budget in 2011-12 was approximately $1.4 billion and is distributed to two divisions: the university division and the Cooperative Extension/Agricultural Experiment Station division. The state appropriates a portion of the funds, but most originates from student tuition and fees, grants and contracts, sales and services, federal sources, user fees, and other sources.

Virginia Tech’s goals for this Request For Proposal are to reduce operating costs, to obtain best pricing, and to achieve value-added services not available through existing contracts.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/register/vendorreg.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech’s affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.
VI. STATEMENT OF NEEDS:

Virginia Tech needs the services of a Contractor (s) to provide scientific equipment, supplies, chemicals, biologicals, laboratory furniture, related items and/or services as follows:

A. Service:
The Contractor shall provide a broad spectrum of laboratory apparatus and supply products. Virginia Tech recognizes Contractors may not carry exactly the same manufacturer products or lines. However, all of the products and product lines, either carried in the Contractor’s catalog(s) or price book(s) or special order, should be covered by the Contractor’s proposal.

If the parties mutually agree, new goods or services may be added at any time during the term of this agreement. Virginia Tech reserves the right to issue invitations for bids or requests for proposals for any resulting contract items at any time. Orders will generally be placed directly with the Contractor by individual university departments who determine their own requirements and place their own orders.

B. Return of Goods:
Products judged by Virginia Tech not to be acceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at Virginia Tech’s discretion. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products. Laboratory apparatus returns will include original packing materials and operation manuals. Return authorizations shall be provided by the Contractor within 14 calendar days of verbal notification.

C. Hot List:
A Hot List of fast moving products that Virginia Tech uses most often will be negotiated. Each VASCUPP member may develop its own Hot List.

D. Delivery:
FOB Destination (freight included in price). This is inclusive of dry ice charges and hazardous material charges. The Contractor should maintain an inventory sufficient to make delivery to Virginia Tech within two (2) working days from the date the order was placed. Products identified on the Hot List will be delivered the next business day. The Contractor shall deliver to all receiving docks or inside delivery as designated by Virginia Tech.

E. Substitutions:
Substitutions of alternate items of products ordered are only allowed with Virginia Tech’s prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.

F. Warranty:
All products purchased under this contract will minimally include the Original Equipment Manufacturer’s warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide a toll-free number for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

G. Product Additions:
Virginia Tech recognizes that products and product line additions to the Contractor’s offerings during the life of the contract are likely to occur. Virginia Tech considers these additions as enhancements. Additions will be considered as follows:

1. Products will be categorized with similar products or product lines into existing market codes previously defined and agreed to by Virginia Tech with respect to discount structure, net price, or grand total of the product.

2. In the event, the Contractor adds a new specialty product line which represent product(s) that are substantially different from products or brands represented in existing product market codes, Virginia Tech and the Contractor may enter into negotiations to establish a discount structure, net price, or grand total for the product(s) if Virginia Tech agrees that the product(s) are not covered under an existing market code. Pricing must be competitive in order to add products to this contract. The Contractor will provide appropriate documentation to support its position for special pricing. Negotiations should be completed prior
to order placement.

H. Firm Discounts:
Discounts negotiated shall be maintained for the entire term of the resulting contract. However, in special cases where the manufacturer has changed its pricing concept, Virginia Tech may allow a change in the discount to the extent that the Contractor reciprocates when such manufacturer changes are to the advantage of Virginia Tech. In all cases, the new price to Virginia Tech must be shown to be reasonable or to be equal to or less than existing net pricing. All changes in the discounts applicable to Virginia Tech must be approved in writing prior to implementation by the Contractor.

I. Product Satisfaction:
The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor’s responsibility for support continues even if the Contractor discontinues selling a manufacturer’s product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-out of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor’s performance. The Contractor will be expected to routinely monitor customer satisfaction and regularly report all feedback in a format acceptable to Virginia Tech.

J. Performance Reports:
Contractor shall provide periodic performance reports as outlined below. All performance reports shall be provided to the Contract Administrator. Reports shall be provided at no additional cost to Virginia Tech and may be requested in either electronic or hard copy.
Report Examples:
1. Purchase History Detail. Semi-annual.
   This report will provide the total sales history and total minority business activity.
   This report will provide the total units purchased and the dollar value by item for those products purchased under the Hot List.
   This report will show the delivery performance of the Contractor during the preceding quarter and year-to-date line-fill percentages. This report will be considered an important indicator of the performance of the Contractor’s warehouse. The Contractor should maintain a 95% or better order fill rate.
   This report covers products/orders which have exceeded promised delivery time and actual delivery time. It is expected that the Contractor will be proactive in minimizing backorder products.
   This report will list the percentage of total Virginia Tech dollars which were initially purchased by the Contractor from Minority Businesses. Reports should include the minority firm's name, address, and dollar amounts associated with subcontracting to minority firms.
   The Contractor will provide a report of all complaints registered. Include a brief description of the problem, Virginia Tech person involved, resolution of the problem, and length of time from complaint to satisfactory resolution.

K. Sales and Service Support:
The Contractor’s representative should make minor adjustments and repairs on equipment, whenever possible, and will be available for consultation upon request. The Contractor shall have a full time sales representative assigned to Virginia Tech and make regular calls to assist users, resolve problems, demonstrate new products, assist in cross-referencing products, facilitate the returned goods process, and other matters. The Contractor shall apprise Virginia Tech of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety.

L. Technical Service Support:
The Contractor shall furnish technical assistance, including installation and demonstration of operating procedures, when appropriate, for new equipment purchased under this contract. The Contractor shall provide technical service on technical applications; furnish parts, operating manuals and schematic diagrams, when available, for all equipment. The Contractor is responsible for ensuring repair facilities have sufficient spare parts and labor to support all stated manufacturer’s equipment sold to Virginia Tech. As an authorized distributor, the Contractor will guarantee and extend all manufacturers and/or dealer guarantees. The Contractor should work
with manufacturers to ensure that replacement parts are available for at least ten years after the date of sale. When installation is required, the Contractor shall set up equipment purchased and familiarize the end user with its operation within five working days of request or delivery, as specified by the end user. Phone response to a service request is expected within 24 hours. On-site response is expected in 48 hours, if required and requested. The Contractor should make available loaner equipment for products serviced by the Contractor, which frequently require extended downtime for repair service. Contractor should be able to track service requests and issue copies of completed work orders, if requested. If, in the opinion of Virginia Tech, the Contractor does not repair an item after repeated attempts, or equipment is deemed unreliable due to excessive downtime, the Contractor should replace or accept return and provide full credit for the equipment.

M. Sustainability:
The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.

N. Test Samples:
If requested, the Contractor should provide test samples of products free of charge within 2 days of request of using department.

O. Minimum Order:
There should be no minimum order requirement.

P. Additional Charges:
The Contractor shall not add additional fees except as allowed by contract terms.

Q. Enabled Supplier:
It is strongly desired that the contractor or contractors become an enabled supplier with either a punch-out or hosted catalog within the HokieMart which is supported by the SciQuest platform.

VII. PROPOSAL PREPARATION AND SUBMISSION:
A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. Proposals should be submitted as follows:
   a. One (1) complete original hardcopy (marked ‘original’) with permission for Virginia Tech to make copies;
   b. Three (3) copies (marked ‘copy’);
   c. One (1) redacted hardcopy, with proprietary and trade secret information removed
   d. One (1) complete electronic copy on USB flash drive (unsecured);
   e. One (1) complete electronic copy, with proprietary and trade secret information removed, on USB flash drive (unsecured).

Proposals submitted by the Offeror(s) awarded a contract through this solicitation will be posted on the Virginia Tech Purchasing website and/or the VASCUPP website. Virginia Tech shall not be responsible for the Contractor’s failure to exclude proprietary information submitted in the unsecured electronic format.

Proposals must be submitted to:

Virginia Tech
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.
2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

B. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Plan for Providing Goods and Services
   Describe your plan for providing scientific equipment, supplies, chemicals, biologicals, laboratory furniture, related items and/or services to Virginia Tech. Include descriptive literature that will illustrate the depth and breadth of your offering. Comment on your willingness to either enable a punch-out catalog or to provide a hosted catalog in the SciQuest environment.

2. Qualifications and Experience
   Describe the qualifications and experience of your company and the individuals that will be assigned to
service the Virginia Tech account. Also, provide four (4) recent references, either educational or governmental, for whom you have provided the type of service described herein. Include the dates the services were furnished, the client name, and address. Include the name and phone number of the individual Virginia Tech has your permission to contact should this be necessary.

3. Pricing Plan
Describe your plan for pricing orders. Discuss price firmness, your plan for conveying price changes, and your plan for pricing new product items or lines. Discuss your willingness to offer either free or substantially discounted standard shipping.

4. Small, Women-owned and Minority-owned Business (SWAM) Utilization:
If your business can not be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at www.dmbe.virginia.gov.

5. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria
Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Plan for Providing Goods and Services</td>
<td>30</td>
</tr>
<tr>
<td>2. Qualifications and Experience</td>
<td>30</td>
</tr>
<tr>
<td>3. Pricing Plan</td>
<td>30</td>
</tr>
<tr>
<td>4. SWAM Utilization</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

B. Award
Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment B for sample contract form.

Virginia Tech reserves the right to award more than one contract as a result of this solicitation. Additionally, Virginia Tech reserves the right to award separate contracts to separate Contractors for various product categories. Further, Virginia Tech reserves the right to award multiple separate contracts to multiple separate Contractors for various product categories.

IX. INVOICES:
Invitations for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

X. **METHOD OF PAYMENT:**

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Purchasing website: http://www.purch.vt.edu/Department/WellsOne.html or contact the person in Purchasing identified in the RFP.

XI. **ADDENDUM:**

Any **ADDENDUM** issued for this solicitation may be accessed at http://www.purch.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the website regularly.

XII. **CONTRACT ADMINISTRATION:**

A. Patricia Mullins, Assistant Director of Purchasing for Research Support, Purchasing Department, at Virginia Tech or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

XIII. **TERMS AND CONDITIONS:**

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.

XIV. **ATTACHMENTS:**

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions


Special Terms and Conditions

1. AUDIT: The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

2. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3. CANCELLATION OF CONTRACT: Virginia Tech 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.

4. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the Purchasing Office rejects all proposals. Formal communications will be directed to the Purchasing Office. Informal communications, including but not limited to request for information, comments or speculations regarding this RFP to any University employee other than a Purchasing office representative may result in the offending Offeror’s proposal being rejected.

5. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. Contractor shall check with Virginia Tech and make necessary arrangements for security and storage space in the building during installation.

7. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
   VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
   Purchasing Department (0333)
   270 Southgate Center
   Blacksburg, VA 24061
   Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
   If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.

8. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

9. INSTALLATION: All installed items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
10. INSURANCE:
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk - For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

11. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

12. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound provided.

13. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University
Attn: Patricia Mullins
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

14. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

15. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

16. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
ATTACHMENT B

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _______________________

This contract entered into this ___ day of _______ 20___, by __________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From __________________ through __________________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number _______ dated ________, together with all written modifications thereof and the proposal submitted by the Contractor dated ________ and the Contractor's letter dated ________, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: _______________________________ By: _______________________________

Title: _______________________________
RFP GENERAL TERMS AND CONDITIONS

1. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. 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, § 2.2-4343.1 E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:
   1) 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.
   2) 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.
   3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. ANTI-TRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the 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 Virginia Tech and the Commonwealth of Virginia under said contract.

3. 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 Contractor shall comply with applicable federal, state and local laws and regulations.

4. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.

5. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

A. 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.

B. Virginia Tech 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 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 Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:
   1) By mutual agreement between the parties in writing; or
   2) 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 Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
   3) By ordering the Contractor to proceed with the work and to 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 Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech 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 Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. 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 Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.

6. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending
claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

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

8. **COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Purchasing Department or by accessing URL http://www.purch.vt.edu on the Web.

9. **CONFLICT OF INTEREST:** Virginia Tech is a public university, subject to the laws of the Commonwealth of Virginia. Among these is the State and Local Government Conflict of Interests Act (The Act). The Act can be accessed via http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-3100. You may wish to consult the provisions of The Act before submitting a response to the Request for Proposal. Additionally, by submitting a proposal or by entering into any resulting contract, the offeror certifies that it is in full compliance with the provisions of The Act as to this RFP.

10. **CONTRACT PARTICIPATION:** Any public body, public or private health or educational institutions, or Virginia Tech’s affiliated corporations and/or partnerships may access any resulting contract/purchase order if authorized by the contractor. Participating entities shall place their own order(s) directly with the Contractor and shall fully and independently administer their use of the contract/purchase order to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract/purchase order. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract/purchase order no matter the circumstances.

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

12. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, 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 Virginia Tech may have.

13. **DRUG-FREE WORKPLACE:** In every contract over $10,000 the following provisions apply: 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.

14. **EO/AA STATEMENT:** Virginia Tech, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.

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

16. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, 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. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.

17. **FACSIMILE PROPOSALS:** Facsimile unsolicited proposals received in the Virginia Tech Purchasing Department prior to the time and date designated for proposal submission will be accepted. For sealed Request for Proposal (RFP) programs, an offeror may fax a proposal to a non-Virginia Tech third party, who in turn must deliver it, with the number of copies specified in the RFP, to the Purchasing Department in a sealed envelope before the proposal due date and time. All information requested in the Proposal Preparation and Submission section of the RFP must be delivered with each copy of the proposal.
18. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

19. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

20. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

21. LATE PROPOSALS: To be considered for selection, proposals must be received by the Virginia Tech Purchasing Department (0333), Room 270 Southgate Center, Blacksburg, Virginia 24061, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Virginia Tech Purchasing Department. Proposals received in the Virginia Tech Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intraniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Purchasing Department by the designated date and hour.

22. MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

23. NONDISCRIMINATION OF CONTRACTORS: An 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, faithbased organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.

24. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of (the "Technology") Virginia Tech shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
(ii) the Technology equipped for nonvisual access shall be compatible with the information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees among employees, program participants or the public; and
(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual a equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

25. PARKING PERMITS: Virginia Tech Parking Services requires the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at http://www.parking.vt.edu/vbc.htm or by calling Parking Services at (540) 231-3200.

26. PAYMENT:
   A. TO PRIME CONTRACTORS:
1) 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 Virginia Tech or 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).

2) 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.

3) 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.

4) 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.

5) 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).

B) TO SUBCONTRACTORS:

1) A contractor awarded a contract under this solicitation is hereby obligated:
   a) 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
   b) To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   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 b) 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.

27. PRECEDENCE OF TERMS: Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions 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.

28. PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be publicly posted on the DGS/DPS eVA web site www.eva.state.va.us. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

29. QUALIFICATIONS OF OFFERORS: Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

30. SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. Virginia Tech has developed a "SWAM" plan for increasing procurement from small, women-owned, and minority-owned (SWAM) business. Virginia Tech’s SWAM subcontracting aspirational goals are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small</td>
<td>26.63%</td>
</tr>
<tr>
<td>Woman-owned</td>
<td>5.55%</td>
</tr>
<tr>
<td>Minority-owned</td>
<td>2.25%</td>
</tr>
<tr>
<td><strong>Total SWAM</strong></td>
<td><strong>34.43%</strong></td>
</tr>
</tbody>
</table>

B. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, theprime contractor agrees to report the use of SWAM subcontractors by providing the Owner at a minimum the following information: name of firm, DMBE SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors must be certified with the Department of Minority Business Enterprise (DMBE) http://www.dfbe.state.va.us.

C. Definitions:

1. Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
2. **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

3. **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

4. **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
   a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
   b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samos, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
   c. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
   d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part.

D. **All Small, Woman-owned, Minority-owned and Disabled Veteran-owned businesses** who meet the definition established by the Code of Virginia as certifiable are strongly encouraged to obtain certification with the Commonwealth of Virginia Department of Minority Business Enterprises.

31. **TAXES:** Sales to Virginia Tech and 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 be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

32. **TESTING AND INSPECTION:** Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

33. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include 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.

34. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech 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. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

Electronically available from 07/27/2011 until present
Click the "Send to Printer" button below to print your Solicitation details. If you have included attachments on your posting then there will be an "Attachments" button on the page that can be clicked to view the attachments for the posting. To exit this view click the "Close Print View" button below.

Send to Printer  Close Print View

Solicitation 0023532

Solicitation: 0023532
Solicitation Type: Request for Proposals (RFP)
Category: Equipment - Non-Technology
Description: Term Contract For Scientific Equipment, Supplies, Chemicals, Biologicals, Laboratory Furniture, Related Items and/or Services
Department: A206 - Virginia Polytechnic Institute and State University
Unit: VBO - VBO Generic Unit
Amendment Information:
Pre-Bid Conference Type:
Pre-Bid Conference Date:
Pre-Bid Conference Time:
Sole Source/Emergency:
Web Address:
Work Location: Blacksburg Va
Attachment Name: 0023532_072612.odf
Description:

Contact Information

Buyer Name: Patricia Mullins
Phone: 540-231-9129
Fax: 540-231-9626
Email: mullinsp@vt.edu

Requestor Name: Patricia Mullins
Phone: 540-231-9129
Fax: 540-231-9626
Email: mullinsp@vt.edu

Bid Reading Information

Description:
Published Date:

Notice of Intent to Award Information

Description:
Published Date:

Notice of Award Information

Description:
Published Date:

No Award Information

Description:
Published Date:

Commodity Information

Commodity: 49000 - LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANALYTICAL AND RESEARCH FOR NUCLEAR, OPTICAL, AND PHYSICAL
**USA Scientific Response to Virginia Tech RFP #0023532**

**Table of Contents requested showing page**

VII B. Specific Requirements Proposals – page 2
VII B 1. Specific Requirements Proposals – page 2
VII B 2. Specific Requirements Proposals – page 3
VII B 3. Specific Requirements Proposals – page 4
VII B 4. Specific Requirements Proposals – page 5
VII B 5. Specific Requirements Proposals – page 6
VII B. Specific Requirements
Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

VII B 1. Plan for Providing Goods and Services
Describe your plan for providing scientific equipment, supplies, chemicals, biologicals, laboratory furniture, related items and/or services to Virginia Tech. Include descriptive literature that will illustrate the depth and breadth of your offering. Comment on your willingness to either enable a punch-out catalog or to provide a hosted catalog in the SciQuest environment.

USA Scientific, Inc. has been providing laboratory supplies to Virginia Tech for many years. Our focus is high quality consumables for life science research and complementary equipment. The majority of the products we sell are USA Scientific brands and we also distribute for some companies. We manufacture or have exclusive distribution for many products lines including TipOne® pipet tips, ErgoOne pipettors®, Seal-Rite® microcentrifuge tubes & CytoOne® cell culture plastics and more.

Our three warehouses are located in Ocala Florida, Enfield Connecticut and Woodland California. The overwhelming majority of products that VA Tech purchase ship from Florida or Connecticut providing two day transit times. The ability to ship from both of these warehouses minimizes backorders because if a product is not available in Florida it can also ship from Connecticut when necessary.

We currently maintain a hosted SciQuest catalog in HokieMart that contains a “Hot List” of our most popular products. We intend to continue this practice and add new products that qualify in the future.

Copies of our 2010/2011 catalog are included. Due to increasing use of the internet and in order to reduce environmental impact, our 2012 catalog is available on-line rather than in a printed format. Our 2012 catalog can be found at the following web address:

http://www.usascientific.com/catalog.aspx

Our response does not contain proprietary information and therefore we did not include redacted copies.
VII B 2. Qualifications and Experience
Describe the qualifications and experience of your company and the 
individuals that will be assigned to service the Virginia Tech account. Also,
provide four (4) recent references, either educational or governmental, for 
whom you have provided the type of service described herein. Include the 
dates the services were furnished, the client name, and address. Include 
the name and phone number of the individual Virginia Tech has your 
permission to contact should this be necessary.

USA Scientific, Inc. was founded in 1982 and has been providing laboratory 
supplies to Virginia Tech for many years. David Shulz is our Sales 
Representative that services Virginia Tech and Brian Churchwell is the Regional 
Sales Manager. David lives in Virginia and is a recent addition to our sales team 
having joined in June. Prior to working for USA Scientific David worked for 
another firm selling laboratory supplies. Brian Churchwell lives in North Carolina 
and joined USA Scientific in 1990. Brian was our sales representative that 
covered Virginia Tech in the past.

References:

Joe Vellali
Yale University
Med School Stockroom
210 South Frontage Road
New Haven, CT 06510
Phone: (203) 737-1177
e-mail: joseph.vellali@yale.edu
Longstanding and current customer

Brian Rowland
Virginia Commonwealth University
Manager Research Infrastructure
PO Box 980617
800 East Leigh St
Richmond, VA 23298
Phone: (804) 828-9862
e-mail: blrowland@vcu.edu
Longstanding and current customer

Steve Keeney
University of Minnesota
University Stores
2901 Tallmadge Ave, SE
Minneapolis, MN 55414
Phone: (612) 625-2508
e-mail: steven.l.keeney-2@tc.umn.edu
Longstanding and current customer

Stewart Smith C.P.M
University of Arizona
Procurement & Contracting Services
Stores Department
Materials Handler Supervisor
1145 S. Warren Ave
Tucson, AZ 85721
Phone: 520-621-7975
e-mail: sjsmith@email.arizona.edu
Customer since 2009 and current customer
VII B 3. Pricing Plan
Describe your plan for pricing orders. Discuss price firmness, your plan for conveying price changes, and your plan for pricing new product items or lines. Discuss your willingness to offer either free or substantially discounted standard shipping.

Pricing will be submitted via the SciQuest portal and price sheets will be printed for distribution to individual research laboratories. Additional discounts are available for start-up laboratories or bulk purchases.

Discounts are set at the part number level which maximizes the overall savings. The overall discount is dependent on product mix purchased and is expected to be 30%. Prices are typically changed in the first quarter of the year and the discount percentage is maintained. Updated pricing will be submitted through the SciQuest portal. Discount rate for new products will be similar to existing products.

Prices of individual items may change at other times with notice if we experience an unanticipated price increase. However, our intention is to minimize the number and magnitude of these price changes and maintain the discount percentage; if USA Scientific increases a price for an item, Virginia Tech has the option to remove that product from their e-commerce system. Overall these changes are typically rare and the impact is small.

Shipping charges will be waived for orders over $750 (excluding products that ship expedited freight service and large equipment). There will be no internal fee charged for rush orders but additional freight company charges for 1, 2 or 3 day expedited service will apply.
VII B 4. Small, Women-owned and Minority-owned Business (SWAM) Utilization:
If your business cannot be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at www.dmbe.virginia.gov.

Our firm is not eligible to be classified as SWAM. We do utilize small and woman owned companies as subcontractors. We will request they become certified by the State of Virginia upon executing this agreement but due to the fact that they are small we cannot guarantee that they will have the resources to comply.
VII B 5. The return of the General Information Form and addenda, if any, signed and filled out as required

RFP 0023332
GENERAL INFORMATION FORM

1. QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Patricia Mullins, Phone: (540) 231-9129, e-mail: mailing@vt.edu.

2. DUE DATE: Sealed Proposals will be received until July 26, 2012 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

3. ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: . For certification assistance, please visit: http://www.dmbe.state.va.us/procureslft.html.

   X Large

   Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

   Women-owned business – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

   Minority-owned business – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

5. COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>USA SCIENTIFIC, INC.</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>FEDERAL TAXPAYER NUMBER (If different than the Full Legal Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER (If different than ID# above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>USA SCIENTIFIC</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO BOX 3565</td>
<td>USA SCIENTIFIC</td>
</tr>
<tr>
<td>OCALA, FL 34478-3565</td>
<td>ACCOUNTS RECEIVABLE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Epstein, VP, Sales</td>
<td>[Redacted]</td>
<td>7/13/12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Redacted]</td>
<td>800-523-8477</td>
<td>800-522-8477</td>
<td>352-351-2057</td>
</tr>
</tbody>
</table>
1. **Virginia Tech Question:**
Virginia Tech desires to have a comprehensive contract with USA Scientific, Inc. to provide for the multiple needs of the university.
   a. Are all product and/or service lines carried by USA Scientific, Inc. that may be needed by Virginia Tech covered by this proposal?
   b. Are there any product and/or service lines specifically excluded from this proposal?
   c. Are used, refurbished and/or demo equipment covered by this proposal?

**USA Scientific, Inc. Response:**
   a. The overwhelming majority of products purchased are covered by the SciQuest hosted price file included with this contract. Discounts are set at the part number level which maximize the overall savings. Discounts range from 0% to 77.4% with the average discount being 15.9%. The overall discount is dependent on product mix purchased and is expected to be approximately 30 - 35%. New and additional products will be discounted at a similar rate as existing products. Service, repair and installation will be offered at a discount of 0% or higher. Service, repair and installation pricing and terms are typically performed by and rates set by the manufacturer and their rates will apply.
   Note that USA Scientific, Inc. can offer a punch-out catalog. A punch-out catalog adds the ability to offer CXML invoicing.
   b. Fetal Bovine Serum (FBS), repairs, and capital equipment are not included in the SciQuest hosted price file. Discounts for this type of product or service will be set via an individual price quote on a case by case basis in which prices quoted will be similar to prices quoted to other major universities.
   c. Discounts for used, refurbished and demo equipment are not included in the hosted price file. Discounts for this type of product or service will be set via an individual price quote on a case by case basis in which prices quoted will be similar to prices quoted to other major universities.

2. **Virginia Tech Question:**
   When Virginia Tech enters into a contract with a vendor, it is our goal to have the maximum discount that can be offered to the university.
   a. USA Scientific, Inc. has said that firm discounts will be offered. Please provide a schedule of discounts for goods and services offered that reflect the best university pricing available?
   b. It is our understanding that as USA Scientific, Inc. releases new products, these products will be treated as an automatic add to the agreement and (if discountable) will be made available to Virginia Tech at current contract discounts and that USA Scientific, Inc. will provide Virginia Tech with an updated schedule of discounts. Is our understanding correct?
   c. It is our understanding that USA Scientific, Inc. will submit necessary price changes due to changes in market conditions or transportation via written notification and that USA Scientific, Inc. will give Virginia Tech a 30 day notice prior to any price increase. Is our understanding correct?
   d. It is our understanding that new products become eligible for contact and other discounts as soon as they are released for sale, that the 30 day notice period is only for
price increases, and that product additions, deletions, and price decreases become effective immediately. Is our understanding correct?
e. SciQuest:
   i. In the current Hosted Catalog within the HokieMart, the USA Scientific, Inc. catalog shows 1,717 products at List price and 880 products at Private Price. Virginia Tech desires to only display products in the campus within the Hosted Catalog that have discounted pricing. Please address this issue.
   ii. Since USA Scientific, Inc. uses the Hosted catalog as a Hot List of their most popular products, it is our understanding that USA Scientific, Inc. will update the fast moving hot list items on an ongoing basis to remain competitive. Is our understanding correct?
   iii. It is our understanding that USA Scientific, Inc. reserves the right to update products through SciQuest on a quarterly basis to add or remove product lines over the duration of the contract, but that the negotiated discount structure will remain firm for the life of the contract. Is our understanding correct?
f. Please elaborate on the discount structure for used, refurbished and/or demo equipment covered by this proposal.

**USA Scientific, Inc. Response:**
a. Prices are loaded in the SciQuest portal whose discounts have been set at the part number level which maximizes the overall savings. Discounts range from 0% to 77.4% with the average discount being 15.9%. The overall discount is dependent on product mix purchased and is expected to be approximately 30 - 35%.
   Additional discounts are available for start-up laboratories and bulk purchases.
b. USA Scientific will update SciQuest system and these products can be treated as automatic add to agreement.
c. Agreed. Price changes will typically be made 1-4 times per year with the intention to minimize frequency and magnitude of price increases. Updates will be submitted through SciQuest portal for Virginia Tech approval. USA Scientific will allow 30 days to review.
d. Agreed. All price changes will be submitted through the SciQuest portal. A spreadsheet with prices can also be provided upon request. Prices changes will become effective when VA Tech approves pricing. Price decreases can be effective in less than 30 days if VA Tech approves them (price decreases can be effective immediately upon approval).
e. SciQuest
   i. We have a basket of commonly orders products and we apply discounts. For a typical customer this list represents the overwhelming majority of purchases. We have other items include in our SciQuest catalog that are not in this basket. A discount similar to existing products has been applied to these additional products and those discounts are reflected in the hosted price file.
   ii. There is the basket of popular products that as mentioned above. This list is supported with printed material and is updated twice per year to include new and or popular products and remove discontinued or less popular products. We can provide more frequent updates upon request.
   iii. Agreed. When we update list prices we will maintain or increase your discount percentage from list price for the overwhelming majority of products. There may be some restrictions where special pricing is directed by a manufacturer (Greiner for
example) and pricing is beyond our control. In these cases the discount may be set by the manufacturer and our intention is to continue to offer discounts. The impact of these exceptions should be small based on ordering history.

f. Discounts will be determined on a case by case basis via individual price quote. These are expected to be infrequent.

3. **Virginia Tech Question:**
   For items or services specifically listed in the response and for new items or services that become available:
   a. Does USA Scientific, Inc. agree to provide the best university pricing available?
   b. Please elaborate on the process that describes when new products become eligible for discounts from published list price.
   c. Please elaborate on the discount structure for new products once they are eligible for discounts.
   d. Does USA Scientific, Inc. agree that if the parties mutually agree, new or additional goods or services may be added at any time during the term of this agreement?
   e. Does USA Scientific, Inc. agree to provide items to Virginia Tech as set forth in their current catalog including all items which become a part of Contractor's catalog during the term of this Agreement?

   **USA Scientific, Inc. Response:**
   a. Discounts are set at the part number level. Discounts range from 0% to 77.4% with the average discount being 15.9%. The overall discount is dependent on product mix purchased and is expected to be approximately 30 - 35%.
   b. At time of product introduction, products will be updated in SciQuest portal and next update but can be updated sooner upon request.
   c. New products will be added at discounts similar to other products.
   d. Agreed.
   e. Agreed. All items can be added upon request.

4. **Virginia Tech Question:**
   Virginia Tech, as an agency of the Commonwealth of Virginia, is subject to the Code of Virginia which defines Net 30 payment terms as payment due thirty (30) days after receipt of invoice or goods/services, whichever is later. Is this acceptable to USA Scientific, Inc.?

   **USA Scientific, Inc. Response:**
   Our standard payment terms are net 30 days. This is acceptable.

5. **Virginia Tech Question:**
   Is USA Scientific, Inc. willing to offer payment terms of 2% 20, Net 30 days after receipt of invoice or goods/services, whichever is later?

   **USA Scientific, Inc. Response:**
   Our standard payment terms are net 30 days. Early payment discounts are not available with enrollment in Wells One.
6. **Virginia Tech Question:**
Virginia Tech strongly encourages vendors to participate in the Wells One AP Control Payment System. [http://www.purch.vt.edu/Department/WellsOne.html](http://www.purch.vt.edu/Department/WellsOne.html). Does USA Scientific, Inc. agree to continue to participate in the Wells One AP Control Payment System?

**USA Scientific, Inc. Response:**
Agreed.

7. **Virginia Tech Question:**
Does USA Scientific, Inc. agree that the initial contract period will be three (3) years?

**USA Scientific, Inc. Response:**
Agreed.

8. **Virginia Tech Question:**
Upon completion of the initial contract period, does USA Scientific, Inc. agree that the contract may be renewed upon written agreement of both parties for (2) two (3) three-year renewal periods, under the terms of the current contract?
Does USA Scientific, Inc. agree that any renewal term shall be governed by the terms and conditions set forth in the contract?

**USA Scientific, Inc. Response:**
Agreed.

9. **Virginia Tech Question:**
If awarded a contract, does USA Scientific, Inc. agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items Category for the latest twelve (12) months for which statistics are available at the time of renewal or three (3) percent, whichever is less?

**USA Scientific, Inc. Response:**
USA Scientific will make best efforts to limit the magnitude and frequency of price increases. Our history selling to Virginia Tech demonstrates that our price increases have been reasonable. Price increases for product that are not manufactured by USA Scientific are beyond our control but we will make best efforts to limit price increases for those products to reasonable amounts.

10. **Virginia Tech Question:**
Does USA Scientific, Inc. acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

**USA Scientific, Inc. Response:**
Agreed.

11. **Virginia Tech Question:**
USA Scientific, Inc. is currently registered and is actively participating in the eVA system. Does USA Scientific, Inc. agree to continue to be registered in eVA? Are the prices for all goods/services inclusive of all applicable eVA system transaction fees?

*USA Scientific, Inc. Response:*
Yes. USA Scientific, Inc. is registered and actively participating in eVA and plans to continue this participation. Prices are inclusive of all eVA system transaction fees.

12. **Virginia Tech Question:**
Does USA Scientific, Inc. acknowledge, agree, and understand that the terms and conditions of RFP #0023532 shall govern the contract if a contract is awarded to USA Scientific, Inc. Corporation?

*USA Scientific, Inc. Response:*
Agreed.

13. **Virginia Tech Question:**
Please identify the person (name, phone number, email address) within USA Scientific, Inc. that will serve as liaison for:
   a. e-commerce
   b. accounts receivable
   c. emergency orders
   d. customer service

*USA Scientific, Inc. Response:*
   a. e-commerce: Glenna Lees: glees@usascientific.com, 800-522-8477 ext. 245
   b. accounts receivable: usaar@usascientific.com and can call 800-522-8477
   c. emergency orders: infoline@usascientific.com and can call customer service at 800-522-8477
   d. customer service: infoline@usascientific.com and can call customer service at 800-522-8477

14. **Virginia Tech Question:**
It is our understanding that USA Scientific, Inc. is willing to ship FOB Destination with freight charges (including inside delivery, ice, fuel surcharges, and hazmat fees) prepaid and included in the discounted price with a minimum order of $750.
Virginia Tech strongly discourages any minimum order requirements with term contract vendors.
   a. Is USA Scientific, Inc. willing to ship FOB Destination with freight charges (including inside delivery, ice, fuel surcharges, and hazmat fees) prepaid and included in the discounted price, with the exception of rush/overnight deliveries and large equipment where Virginia Tech would pay actual charges?
   b. Please define ‘large equipment’.
   c. Does USA Scientific, Inc. agree to ascertain rush/overnight delivery/large equipment charges when the quotation is requested and to incorporate these additional charges on the quotation?
d. Does USA Scientific, Inc. agree that no minimum order will apply?

USA Scientific, Inc. Response:

a. Yes for orders over $350 (excluding large equipment, products that ship on dry ice and expedited shipping namely red, blue and orange label). Shipping charges for orders less than $350 will be according to our standard shipping charge calculations charged to other customers and is subject to change if mechanism for calculating shipping charges changes.
b. Products that ship on a pallet.
c. Yes – upon request.
d. No minimum order will apply.

15. Virginia Tech Question:
Please explain how USA Scientific, Inc. plans to validate contract pricing? Specifically, what is the process and schedule in place to accomplish this?

USA Scientific, Inc. Response:
Pricing will be submitted via SciQuest portal. This pricing is used by our customer service representatives when we place your order on our SAP order processing system.

16. Virginia Tech Question:
Is USA Scientific, Inc. willing to comply with the provisions of Section V regarding Contract Participation?

USA Scientific, Inc. Response:
Yes, upon request by VASCUPP affiliated institution. The terms of this agreement apply for all Virginia Tech locations referenced in this proposal. Other institutions may request permission to ride this agreement.

17. Virginia Tech Question:
The USA Scientific, Inc. proposal did not define services. What does the definition of service include? Are equipment service agreements, preventive maintenance agreements, extended warranties, or repair services included in this definition? Please elaborate on:

a. The different service plan levels available. Please provide pricing and discount schedules.
b. Basic field service on-site not covered by service agreement. Please provide pricing and discount schedules.
c. Service performed at your facilities. Please provide pricing and discount schedules.

USA Scientific, Inc. Response:
a., b., c. Service is provided by our equipment vendor manufacturers. Pricing and availability of those services are determined by the manufacturer. Service offered via USA Scientific, Inc. has a minimal impact on Virginia Tech. Discounts for used, refurbished and demo equipment are not included in the hosted price file. Discounts for this type of product or service will be set via an individual price quote on a case by case basis in which prices quoted will be similar to prices quoted to other major universities.
18. **Virginia Tech Question:**
Does USA Scientific, Inc. participate with any Group Purchasing Organizations (GPO)?
If yes, how does this impact our potential contract?

**USA Scientific, Inc. Response:**
No.

19. **Virginia Tech Question:**
Does USA Scientific, Inc. agree that delivery, installation and training are included within the purchase price of equipment and accessories, if required?

**USA Scientific, Inc. Response:**
No. USA Scientific, Inc. sales representatives will help with training and installation when applicable. This applies to small bench top instruments offered by USA Scientific, Inc. Additional fees for installation and training may apply to large equipment sold by USA Scientific, Inc. but offered by other manufacturers and fees will be based on their rates. Expected impact to Virginia Tech is minimal. Discounts offered for installation and training are not included in the hosted price file. Discounts for this type of product or service will be set via an individual price quote on a case by case basis in which prices quoted will be similar to prices quoted to other major universities.

20. **Virginia Tech Question:**
Does USA Scientific, Inc. agree that delivery and installation will be performed by USA Scientific, Inc. in a manner that minimizes disruption to ongoing operations and that service personnel will be trained in and comply with relevant occupational and health and safety standards?

**USA Scientific, Inc. Response:**
Agreed.

21. **Virginia Tech Question:**
Some Virginia Tech buildings have loading docks and some do not. USA Scientific, Inc. deliveries may require lift gates and/or pallet jacks. Does USA Scientific, Inc. agree to ascertain delivery requirements with the department when the quotation is requested and to incorporate this information on the quotation?

**USA Scientific, Inc. Response:**
Agreed.

22. **Virginia Tech Question:**
Please provide your best schedule of prices for all goods/services offered.

**USA Scientific, Inc. Response:**
This information will be provided via the SciQuest portal. A spreadsheet with this information can also be provided upon request.

23. **Virginia Tech Question:**
Your General Information Form stated that your full legal name is: USA Scientific, Inc., Billing as: USA Scientific. Is this correct?

USA Scientific, Inc. Response:
Correct name for billing is USA Scientific, Inc.