

**REQUEST FOR PROPOSALS (RFP)**

**Issue Date:** August 30, 2023

**RFP# 301-24-015**

**Title:** Laboratory Equipment Testing, Calibration, and Maintenance Services

**Commodity Codes:** 99277 & 93863

**Issuing Agency:** Commonwealth of Virginia  
Virginia Department of Agriculture and Consumer Services  
Procurement Office  
102 Governor Street, Rm. 265  
Richmond, VA 23219

**Initial Period of Contract:** November 1, 2023 through October 31, 2024 (with four one-year optional renewals)

**Sealed proposals will be received until 2:00 pm, EST on Thursday, September 28, 2023, for furnishing the goods/services described herein.** All inquiries for information must be submitted in writing, via email, to:

Paula Williams, VCO  
Senior Contract Specialist  
Telephone: 804-225-3798  
Fax: 804-371-8372  
Email: paula.williams@vdacs.virginia.gov

If proposals are mailed or hand-delivered to the Issuing Agency, use the address shown above. Electronic proposals are not allowed and cannot be accepted.

**OPTIONAL PREPROPOSAL CONFERENCE:** A virtual conference will be held on **September 12, 2023 at 11:00 a.m.** (Reference: Section VII.H. for the details on joining the conference).

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____ Zip Code _____	(Please Print)
_____	Title: _____
eVA Vendor ID or DUNS #: _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

RETURN ALL PAGES ALONG WITH YOUR ORIGINAL PROPOSAL (Tab 1)

**VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
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## I. PURPOSE

- A. The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract(s) with one or more qualified Offerors to furnish and provide annual laboratory equipment testing, certification, calibration, and maintenance services for various types of equipment. The services shall be provided on-site and some equipment may require off-site servicing. The work will take place at four (4) laboratory locations within the state for the Virginia Department of Agriculture and Consumer Services, an agency of the Commonwealth of Virginia.
- B. Though the main purpose of this solicitation is to provide annual on-site testing, calibration and maintenance services, VDACS expects that offerors will have the ability to provide on-site and/or off-site repair services for the equipment awarded per lot.
- C. For the purpose of this solicitation, the Virginia Department of Agriculture and Consumer Services will be referred to as the "Owner" or "VDACS". The equipment may also be referred to as instruments or devices.

## II. BACKGROUND

- A. The Virginia Department of Agriculture and Consumer Services was established in 1877 to promote the economic growth and development of Virginia agriculture, provide consumer protection, and encourage environmental stewardship. The agency is headquartered in Richmond, Virginia and has several field offices, four regional diagnostic animal health laboratories, and one Farmers' Market facility.
- B. VDACS operates four Regional Laboratories within the Commonwealth of Virginia that performs veterinary diagnostic testing. The locations of the labs are listed in Section III.A.9.
- C. The current contract for these services will expire after August 31, 2023. The servicing of microscopes was not awarded via the current contract. The contractors, the equipment serviced, and the current pricing is as follows:

### **ACR Technical Services**

Centrifuge (without temperature): \$150.00 per unit

Centrifuge (with temperature): \$150.00 per unit

### **Technician Hourly Rate for repair services**

Normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.): \$118.00 per hour

Outside normal business hours: \$177.00 per hour

### **Travel Charge**

Harrisonburg Regional Lab: \$300.00 per visit

Warrenton Regional Lab: \$200.00 per visit

Lynchburg Regional Lab: \$300.00 per visit

Wytheville Regional Lab: \$500.00 per visit

### **BioTek Services**

Balance: \$125.00 per unit

Pipette (Single Channel): \$38.00 per unit

Pipette (Multiple Channel): \$125.00 per unit

Thermometer: \$95.00 per unit and includes all shipping expenses.

### **Technician Hourly Rate for repair services**

Normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.): No charge  
Outside normal business hours: No charge

Travel Charge

Harrisonburg Regional Lab: \$50.00 per visit  
Warrenton Regional Lab: \$50.00 per visit  
Lynchburg Regional Lab: \$50.00 per visit  
Wytheville Regional Lab: \$100.00 per visit

Keystone Certification

Fume Hood: \$45.00 per unit  
Biological Safety Cabinet: \$120.00 per unit  
Ductless Balance Enclosure: \$90.00 per unit

Technician Hourly Rate for repair services

Normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.): \$85.00 per hour  
Outside normal business hours: \$127.50 per hour

Travel Charge

Harrisonburg Regional Lab: \$315.00 per visit  
Warrenton Regional Lab: \$315.00 per visit  
Lynchburg Regional Lab: \$315.00 per visit  
Wytheville Regional Lab: \$585.00 per visit

**III. STATEMENT OF NEEDS**

A. Specific Requirements:

1. The Awarded Offeror(s) shall provide all labor, transportation, supervision, tools, materials, and any parts required to perform the annual testing, calibration, and maintenance services needed for equipment to function within required operating standards and in accordance with the manufacturer's operating and maintenance requirements.
2. Services shall be provided on a scheduled and "as needed" basis on the equipment identified in this solicitation. The equipment listed in Section III.D.1 must be calibrated or serviced once per year.
3. Certified test equipment should be used, where applicable, when performing calibration services on any equipment, device, or instrument owned by VDACS. If a mechanical or part failure is discovered while the equipment is being calibrated and the technician has the parts to repair the device, it is desired the technician make the repair at that time as part of the calibration price with no additional cost to VDACS. Parts used in the repair can be itemized and charged to the Owner at the Awarded Offeror's cost.
4. The following instruments must be certified and accredited to most current ISO 17025 standard. Calibrated equipment must be labeled with information that indicates the status of calibration, including the date when last calibrated and the date or expiration criteria when recalibration is due. For external calibrations of reference standards and measuring equipment requiring traceability through reference standards, these shall be recorded in a calibration certificate or report endorsed by the recognized Accreditation Body's symbol, as required by A2LA's C113 – A2LA Policy on Measurement Traceability for Life Sciences Laboratories LST-2. The schedule for the calibrations are listed in Section D. Equipment by Type and Facility. The calibration service required is "As found data report, preventative maintenance, calibration, and as left data report".

- Lot 1 A & B: Centrifuge

The calibrations will be on time and speed, or as appropriate. For centrifuges with temperature, the high, middle, and low should be tested.

- Lot 2: Balance

Expected calibration range is from 1 microgram (0.001g) up to 1 kilogram (1000g).

- Lot 3:

- A & B: Pipette (Single and Multiple Channel)

Pipettes should have 4 readings at 100%, 4 at 50%, and 4 at 10%. This testing method does not apply for fixed volume pipettes. For multichannel pipettes, all channels must be tested in this way, when applicable.

- C, D & E: Pipettes (DAIRY) (Single, manual, and electronic)

Pipettes should have ten (10) readings at each of the specified volumes.

- Lot 4: Thermometer

Calibrations should be performed over the range of capability at three points: low, medium, and high. Autoclave (shake down) thermometers should be calibrated at 121 Centigrade +/- 1 degree.

5. The following equipment requires testing and preventative maintenance services per the schedule listed in Section D. Equipment by Type and Facility. The work shall be performed as recommended by the manufacturer's specifications or as appropriate.

- Lot 5: Microscope

Inspect working parts and perform cleaning and maintenance.

- Lot 6: Fume hood

Inspect working parts and test face velocity, cross draft, perform small volume smoke test and airflow alarm verification, as appropriate.

- Lot 7: Biological safety cabinet

Perform field certification to NSF standards and/or manufacturer's specifications as appropriate. Fully inspect the cabinet and all components and make any adjustments as necessary. Per the CDC guidelines for Safe Work Practices in Human and Animal Diagnostic Laboratories, all Biological Safety Cabinets must be certified by trained professionals in accordance with Annex F of ANSI/NSF Standard #49, at least annually and each time the unit is moved.

- Lot 8: Ductless balance enclosure, Type A

Fully inspect the enclosure and all components per the manufacturer's specifications or as appropriate.

6. The Awarded Offeror(s) shall coordinate the date of each annual required service with the appropriate VDACS location to insure there is no conflict with the facility's operation and to schedule the visit.
7. All equipment calibrated should have a tag affixed to the instrument indicating the date of calibration, name/serial number of the equipment, name of technician who performed the calibration and company name. If the equipment or its location does not allow for a legible tag to be affixed, the calibration information should be recorded in an equipment log with the appropriate facility contact.
8. Whenever calibration or service work is performed, a document generated by the Awarded Offeror(s) with details of the work performed must be signed and dated by a VDACS staff member. VDACS must be given a copy of this document and the Awarded Offeror(s) should also maintain a record of this document.
9. Addresses and contact information for the locations where services will be performed:
  - A. Harrisonburg Regional Laboratory  
261 Mount Clinton Pike, Harrisonburg, VA 22802  
Contact: Ms. Jennifer Carickhoff, (540) 209-9130
  - B. Warrenton Regional Laboratory  
272 Academy Hill Road, Warrenton VA, 20186  
Contact: Ms. Wanda Peters, (540) 209-9130
  - C. Lynchburg Regional Laboratory  
4832 Tyreeanna Road, Lynchburg VA, 24504  
Contact: Mr. Marcos Alejos, (434) 200-9988
  - D. Wytheville Regional Laboratory  
250 Cassell Road, Wytheville VA, 24382  
Contact: Ms. Carrie Umberger (276) 228-5501
10. The Awarded Offeror(s) are expected to maintain a documentation log or similar report containing details of all work performed and any comments relative to the general condition of the equipment. This report shall be submitted to VDACS after service work is performed or upon request within 14 calendar days of the request.
11. The Awarded Offeror(s) shall notify VDACS immediately of any problems or possible issues with any equipment discovered while performing the services.
12. It shall be the responsibility of the Awarded Offeror(s) to schedule all required servicing dates and times with the appropriate VDACS staff member for each facility.
13. The Awarded Offeror(s) shall ensure at the completion of any work or service that the equipment is operational and fully functioning to the Owner's satisfaction.
14. When equipment or devices are shipped off-site for service, if free shipping is not provided by the Awarded Offeror(s), VDACS reserves the right to use the state contracted vendor to cover any shipping expenses.

B. General Requirements:

1. Offerors shall be a business regularly engaged in providing laboratory equipment testing, maintenance, and calibration services. It is desired offerors possess a minimum of five (5) years' experience performing the work/services described in this solicitation.
2. The Awarded Offeror(s) is expected to provide calibration or maintenance on any new equipment or instruments, alter the frequency of the service, or cease support on equipment or instruments taken out of service, for the life of the contract.
3. If offerors propose to subcontract any of the work or services within this solicitation, VDACS must approve of the subcontractor before any work is performed.
4. Since these facilities are a working laboratory environment, the Awarded Offeror(s) shall attempt to perform all work/services at little to no interruption to the Owner's staff or the public.
5. It is desired the Awarded Offeror(s) will perform the work during the week and normal working hours. Any work the Awarded Offeror(s) desires to perform outside of these hours must be approved by VDACS.
6. The Awarded Offeror's employees are required by VDACS to sign-in and sign-out at the facility reception desk.
7. Damages caused by the Awarded Offeror's negligence or nonfeasance shall be repaired at no cost to the agency.
8. While on-site, the Awarded Offeror's employees shall not be under the influence of alcohol or drugs. No loud or boisterous conduct will be permitted and the Awarded Offeror's employees shall not disturb papers on desks, open desk drawers, cabinets or briefcases at any time. Smoking within any VDACS facility is prohibited.
9. Employees of the Awarded Offeror(s) are not permitted to use any office machines such as computers, adding machines, copiers, fax machines, telephones, or any other devices unless permission is granted by VDACS.
10. Employees of the Awarded Offeror(s) will not be permitted to loiter and must leave the facility once work has been completed. As well, these employees shall only eat or drink in areas designated or permitted by VDACS.
11. The Awarded Offeror(s) shall be required to provide a certificate of insurance. (Refer to Section VI.Q.)
12. **Confidentiality:** The Awarded Offeror(s) shall consider all VDACS documents and materials to be confidential and shall not view, disclose or remove any information which may be displayed on an employee desk, table, file cabinet or anywhere on VDACS property while performing contract work or at any time. The Awarded Offeror shall be required to sign a 'Confidentiality' form at each regional laboratory.

C. Repair Services:

1. Offerors shall include in the proposal their ability to provide maintenance and repair services for all related equipment, devices, or instruments. All charges for this service, such as labor rates and any travel related expenses, should be included in the proposal (Refer to Attachment A). Labor rates will only be paid for productive time on the job. Time spent for functions such as transportation, meal breaks, or any other time employees are away from performing the work are not chargeable

directly and should be included in the hourly labor rates offered.

2. Telephone support/ trouble shooting assistance is desired via a toll free number.
3. It is desired the Awarded Offeror(s) respond to any call for service accordingly:

Emergency calls: A response would be expected within two (2) hours of receiving notice from VDACS of an issue with lab equipment. A return call from the Awarded Offeror(s) is sufficient in meeting the two (2) hour time frame. It is expected the Awarded Offeror(s) would be on-site in no more than twenty four (24) hours after acknowledging an emergency call for service.

Non-emergency calls: A response would be expected within two (2) hours of receiving notice from VDACS of an issue with lab equipment. A return call from the Awarded Offeror(s) is sufficient in meeting the two (2) hour time frame. It is expected the Awarded Offeror(s) would be on-site in no more than forty eight (48) hours after acknowledging a call for service.

It is anticipated calls for service would be during a normal work week between the hours of 8:00 a.m. and 5:00 p.m., however; the Awarded Offeror(s) should be able to receive calls for service seven (7) days a week, twenty four (24) hours a day, and respond within the time frames stated above.

4. VDACS expects that the Awarded Offeror(s) shall provide and warrant that all materials, parts, and components used to service the equipment should be first quality, new, unused, not refurbished or rebuilt, but new original manufacture supplied parts that are supported by a manufacturer's warranty. It is also expected that defective parts shall be replaced at no charge to VDACS during the warranty period. Offerors should provide warranty details with their proposal submission.
5. If the Awarded Offeror(s) desires to use parts or materials that are not new, VDACS shall be notified for approval before any parts or materials are quoted or installed. All parts or materials used to repair the equipment shall be provided to VDACS at the Awarded Offeror's cost with no mark-up. VDACS reserves the right to request copies of the Awarded Offeror's invoices to verify these costs. Any parts or materials being charged to VDACS shall be clearly listed on the invoice.
6. The Awarded Offeror(s) are expected to maintain an adequate supply of spare parts and materials to repair any lab instrument or device identified in this RFP or have the parts available on-site no later than 48 hours after the need is realized. This is essential in order to restore service in the most expeditious manner possible.
7. VDACS is interested in offerors that could provide a temporary use or "loaner" instrument or device for use while the equipment in Lots 1 – 5 are being repaired. Interested offerors should provide details in their proposal, if they have this ability.

D. Equipment by Type and Facility:

1. The equipment listed below is owned by VDACS. VDACS reserves the right to add or remove equipment as needed during the term of the contract and the Awarded Offeror(s) shall be able to accommodate these changes.

**If the equipment information is unknown or inaccurate, it is expected the Awarded Offeror(s) will work with VDACS to develop accurate lists of the equipment after award.**



A. Lot 1A: Centrifuge (Without Temperature)

Make	Model #	Serial #	Calibration month	Location
Unico	PowerSpin LX / C856	L0709274	January	Harrisonburg
VWR	C0803	179-16031-21120139	January	Harrisonburg
IEC	Multi	84640232	January	Harrisonburg
Hermel	Z326	65A2050005	January	Harrisonburg
Hermel	Z200A	44000084	January	Harrisonburg
Hermle	Z400K	50030032	November	Warrenton
Hermle	Z233MK2	52030059	November	Warrenton
Clay Adams	Readacrit	182312	November	Warrenton
Clay Adams	Safeguard	A152004	November	Warrenton
Clay Adams	Safeguard	A156049	November	Warrenton
IEC	Spinette	2380008464	November	Warrenton
Thermo Scientific	Sorvall ST 16	41230382	May	Lynchburg
Thermo Scientific	Sorvall ST 8	72001611904	May	Lynchburg
Thermo Scientific	MegaFuge ST4 plus	42549840	May	Lynchburg
Eppendorf	5425	54051G010771	May	Lynchburg
Eppendorf	5418	5418D1621354	May	Lynchburg
VWR	C2005-V	040U217201236	May	Lynchburg
VWR	C0803	179-16031-21120219	May	Lynchburg
Beckman Coulter	Allegra 6	ALS06F06	February	Wytheville
Eppendorf	5415D	769358	February	Wytheville
Eppendorf	5810R	5811LR4994410	February	Wytheville
Becton Dickenson	3500	31000095	February	Wytheville
International Equip Co	IEC Centra 8	24761178	February	Wytheville

B. Lot 1B: Centrifuge (With Temperature)

Make	Model #	Serial #	Calibration month	Location
Beckman Coulter	Allegra 6R	ALR02E61	January	Harrisonburg
Beckman Coulter	Avanti J-15R	JBR20G057	January	Harrisonburg

Beckman Coulter	Allegra X-30R*	ALZ196004	February	Wytheville
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C. Lot 2. Balance

Make	Model #	Serial #	Calibration month	Location
Sartorius	Analytical	40608589	March	Harrisonburg
Ohaus	CS200	VDACS-HB-002	March	Harrisonburg
Ohaus	Pan	2969	March	Harrisonburg
Ohaus	Pioneer	C132317449	March	Harrisonburg
VWR	500P	4132018184	March	Harrisonburg
Mettler	PE400	VDACS#08051	October	Warrenton
Ohaus	Scout Pro	7126140583	October	Warrenton
A&D HL-100	HL-100	H411001509	October	Warrenton
Ohaus	Adventure Pro	8030031086	October	Warrenton
Ohaus	CS2000	1234	October	Warrenton
Ohaus	Scout Pro	B239350090	October	Warrenton
Satorious	BP61	VDACS# 13003	October	Warrenton
Mettler	PB3002-S	1125123861	April	Lynchburg
Mettler	XSR204	B941386982	April	Lynchburg
Ohaus	Scout Series STX	B834317564	April	Lynchburg
Ohaus	Scout Series STX	B838450485	April	Lynchburg
Ohaus	Navigator	8342490502	April	Lynchburg
Ohaus	HH320	07.24.2021	April	Lynchburg
Ohaus	SPX421 AM	8343254790	April	Lynchburg
Ohaus	SPX421 AM	8343254779	April	Lynchburg
Ohaus	B1500	10747	February	Wytheville
Mettler	AE 160	D89334	February	Wytheville
Mettler	PJ3000	F97339	February	Wytheville
Ohaus	CS200	BAL-1	February	Wytheville
Wards Science	CXW 1201	8340115112	February	Wytheville
Wards Science	CXW 1201	8340115103	February	Wytheville

D. Lot 3A. Pipette (Single Channel)

Make	Model #	Serial #	Calibration month	Location	Volumes	ID
Rainin	L200	F0874179A	October	Harrisonburg		
Thermo Scientific	Finnpipette F2	MU10341	October	Harrisonburg		
Rainin	L10	K0762488A	October	Harrisonburg		
Rainin	L100	F0879608A	October	Harrisonburg		
Rainin	L200	K0765249A	October	Harrisonburg		
Rainin	L200	F08785602A	October	Harrisonburg		
Rainin	L20	K0857020A	October	Harrisonburg		
Rainin	L20	A0888176A	October	Harrisonburg		
Brand HandyStep	Electronic Repeating	04N72168	October	Harrisonburg		
Rainin	XLS	B1030800ST	October	Harrisonburg		
Fisherbrand	Finnpipette	S11701	October	Harrisonburg		
Pipetman	P1000	X60992L	October	Harrisonburg		
VWR	Unknown	735830008	October	Harrisonburg		
Rainin	Pipet-Line	J0754008A	October	Harrisonburg		
Eppendorff	Reference	N14360J	October	Harrisonburg		
Rainin	Repeating	11B3330	October	Harrisonburg		
Fisherbrand	Finnpipette	S12687	October	Harrisonburg		
Eppendorff	Research	4109225	October	Harrisonburg		
Rainin	PR200	D0847164G	October	Harrisonburg		
Eppendorff	Reference	2152881	October	Harrisonburg		
Eppendorff	Reference	1218933	October	Harrisonburg		
Pipetman	P200	X59592L	October	Harrisonburg		
Thermo	Finnpipette F1	RU10614	October	Harrisonburg		
Eppendorf	Reference 2	M19274J	October	Harrisonburg		
Eppendorf	Reference 2	N10513J	October	Harrisonburg		
Thermo Scientific	Finnpipette 2	SU35813	October	Harrisonburg		
Thermo	Finnpipette F1	RU13817	October	Harrisonburg		
Gilson	Pipetman	SJ28546	October	Harrisonburg		
Eppendorf	Reference 2	N59720K	October	Harrisonburg		

Thermo	Finnpipette F2	SU29949	October	Harrisonburg
Thermo	Finnpipette F2	SU30320	October	Harrisonburg
Thermo	Finnpipette F2	SH74597	October	Harrisonburg
Thermo	Finnpipette F2	SU35808	October	Harrisonburg
Thermo	Finnpipette F2	SH74604	October	Harrisonburg
Thermo	Finnpipette F2	SU01119	October	Harrisonburg
Thermo	Finnpipette F2	SU35803	October	Harrisonburg
Thermo	Finnpipette F2	SU35811	October	Harrisonburg
Gilson	Pipetman	QB27849	October	Harrisonburg
Eppendorf	Reference 2	R26135K	October	Harrisonburg
Eppendorf	Reference 2	R59721J	October	Harrisonburg
Finnpipette	20-200ul adjustable	GH58905	April	Warrenton
Ergo One	0.5-10ul	445133B	April	Warrenton
Ergo One	100-1000ul	443324B	April	Warrenton
Ergo One	10-100ul adjustable	240709B	April	Warrenton
Ergo One	100-1000ul	476344E	April	Warrenton
Ergo One	100-1000ul	476346E	April	Warrenton
Ergo One	10-100ul adjustable	478601E	April	Warrenton
Ergo One	0.5-10ul	477698E	April	Warrenton
3M	Pipettor II	8130343	May	Lynchburg
3M	Pipettor II	19022030	May	Lynchburg
Eppendorf	Reference	4586115	May	Lynchburg
Eppendorf	Reference	361763	May	Lynchburg
Eppendorf	Reference	331071	May	Lynchburg
Eppendorf	Reference	381363	May	Lynchburg
Eppendorf	Reference	123457	May	Lynchburg
Eppendorf	Reference	184646	May	Lynchburg
Eppendorf	Reference	234362	May	Lynchburg
Eppendorf	Reference	353464	May	Lynchburg
Eppendorf	Reference	382097	May	Lynchburg

Eppendorf	Reference	394863A	May	Lynchburg		
Eppendorf	Reference	1855094	May	Lynchburg		
Eppendorf	Reference	1889074	May	Lynchburg		
Eppendorf	Reference	2350403	May	Lynchburg		
Eppendorf	Reference	2459934	May	Lynchburg		
Eppendorf	Reference	4796683	May	Lynchburg		
Eppendorf	Research Plus	O29343J	May	Lynchburg		
Eppendorf	Reference 2	Q47988H	May	Lynchburg		
Eppendorf	Reference 2	K11856H	May	Lynchburg		
Eppendorf	Reference 2	K11835H	May	Lynchburg		
Eppendorf	Reference	4586115	May	Lynchburg		
Eppendorf	Reference	381363	May	Lynchburg		
Eppendorf	Research Plus	J59795J	May	Lynchburg		
Eppendorf	Research Plus	P22604J	May	Lynchburg		
Eppendorf	Research Plus	N32424J	May	Lynchburg		
Scorex	Acura 835	30071015	May	Lynchburg		
Scorex	Acura 815	31091299	May	Lynchburg		
Scorex	Acura 815	29121018	May	Lynchburg		
Eppendorf	Repeater	I42446D	May	Lynchburg		
VWR	High Performance	842751327	May	Lynchburg		
Eppendorf	Repeater M4	H35773G	May	Wytheville	10 µl/50 µl	Bacti Repeater
Eppendorf	Research	1496487	May	Wytheville	50 µl	50C
VWR	50uL	3358609356	May	Wytheville	50 µl	50D
Eppendorf	Research	227684Z	May	Wytheville	20 µl/100 µl	100C
VWR	10-100uL	841440122	May	Wytheville	20 µl/100 µl	100D
Sartorius	mLINE	16611173	May	Wytheville	20 µl/100 µl	100 Bacti
Sartorius	mLINE	15578822	May	Wytheville	20 µl/100 µl	10A
Sartorius	mLINE	43384780	May	Wytheville	200 µl/1000 µl	100A
Sartorius	mLINE	15553452	May	Wytheville	20 µl/100 µl	10B
Sartorius	mLINE	15582096	May	Wytheville	200 µl/1000 µl	100B
Eppendorf	Research	4636611	May	Wytheville	50 µl	50 Lepto

Eppendorf	Research	149442Z	May	Wytheville	100 µl	100 Lepto
Eppendorf	Research Plus	P34782D	May	Wytheville	2 µl/ 10 µl	1X PCR
Eppendorf	Research	4698945	May	Wytheville	2 µl/ 10 µl	1Z PCR
Eppendorf	Research	3506995	May	Wytheville	20 µl/100 µl	10PCR
Eppendorf	Research	3535355	May	Wytheville	200 µl/1000 µl	100 PCR
Eppendorf	Repeater	Q136	May	Wytheville	10 µl/50 µl	Serology Repeater
Wards Sciences	Unknown	YM197AH0060147	May	Wytheville	2 µl/20 µl	Fish 20
Wards Sciences	Unknown	YM194AH0047513	May	Wytheville	2 µl/ 10 µl	Fish 10
Wards Sciences	Unknown	YM197AH0063762	May	Wytheville	20 µl/100 µl	Fish 100
Wards Sciences	Unknown	YM195AH0050434	May	Wytheville	20 µl/200 µl	Fish 200
Wards Sciences	Unknown	YM193AH0040198	May	Wytheville	100 µl/1000 µl	Fish 1000
Wards Sciences	Unknown	YM197AH0060374	May	Wytheville	1000 µl/5000 µl	Fish 5000
Handy Step	DE-M 21 / Repeater	63029	May	Wytheville		Bacti Repeater B
unknown	V1222	4538301918	May	Wytheville	280uL	G Pos
unknown	V1221	4538402074	May	Wytheville	145uL	G Neg

E. Lot 3B. Pipette (Multiple Channel)

Make	Model #	Serial #	Calibration month	Location	Volumes	ID
Fisherbrand	Finnpipette	MU24692	October	Harrisonburg		
Fisherbrand	Finnpipette	KU09688	October	Harrisonburg		
Fisherbrand	Finnpipette	MU36405	October	Harrisonburg		
VWR	UHP	74970026	October	Harrisonburg		
Sartorius	M-Line	41884810	October	Harrisonburg		
Sartorius	M-Line	41986151	October	Harrisonburg		
Sartorius	M-Line	41986384	October	Harrisonburg		
Socorex	Acura 855	32021119	October	Harrisonburg		
Thermo	Finnpipette F2	PU40939	October	Harrisonburg		
Thermo	Finnpipette F1	QU00690	October	Harrisonburg		
Fisherbrand	Finnpipette	U15638	October	Harrisonburg		

Ovation	Bio Natural Pipette	212331	October	Harrisonburg		
Costar M8 28	Multichannel	9000018	April	Warrenton		
VWR	Multichannel 20-200ul	350230909	April	Warrenton		
Eppendorf	Research	1078116	May	Lynchburg		
Eppendorf	Research Plus	M32595H	May	Lynchburg		
Eppendorf	Research Plus	O37337K	May	Lynchburg		
Fisherbrand	Finnpipette	V14524	May	Wytheville		Multi B
Corning	Lambda Plus	951680140	May	Wytheville		Fish Multi
Sartorius	ProLine	41884044	May	Wytheville		Lepto Multi
Sartorius	mLine	19030330	May	Wytheville		Multi A
Sartorius	mLine	41981810	May	Wytheville		Multi C
Sartorius	mLine	41982152	May	Wytheville		Multi D

F. Lot 3C. Pipettes (Dairy - Single Channel Fixed Volume)

Make	Model #	Serial #	Calibration month	Location	Volumes	ID
VWR	Unknown	B20060193	October	Harrisonburg	100 µl	
Unknown	Unknown	A	October	Harrisonburg	2 mL	
Unknown	Unknown	138850035	October	Harrisonburg	25 µl	
VWR	Unknown	947947	October	Harrisonburg	75 µl	
Hamilton	Unknown	91659	October	Harrisonburg	300 µl	
Eppendorf	Reference	1049483	October	Harrisonburg	10 µl	
Eppendorf	Research Plus	H27338F	November	Warrenton	25 µl	
Eppendorf	Reference	2242489	November	Warrenton	75 µl	
Eppendorf	Research	428674	November	Warrenton	100 µl	
Eppendorf	Reference	2302185	November	Warrenton	300 µl	
Eppendorf	Research	086945	November	Warrenton	500 µl	
Eppendorf	Reference	2428694	November	Warrenton	2000 µl	
Eppendorf	Research	374701Z	May	Wytheville	100uL	Delvo A
Eppendorf	Research	489008	May	Wytheville	100uL	Delvo B
Socorex	Acura 815	23101253	May	Wytheville	75uL	PHOS 75
Socorex	Acura 815	23101142	May	Wytheville	25uL	PHOS 25
Eppendorf	Research	2060777	May	Wytheville	10uL	SCC A
Eppendorf	Research	3811799	May	Wytheville	10uL	SCC B
Charm	Unknown	A47009052	May	Wytheville	300uL	Charm A
Charm	Unknown	A10Z02071	May	Wytheville	300uL	Charm B
Eppendorf	Unknown	U026	May	Wytheville	30uL	Dairy Repeat

G. Lot 3D. Pipettes (Dairy - Single Channel, Multi Volume, Electronic)

Make	Model #	Serial #	Calibration month	Location	Volumes	ID
3M	Pipettor II	19079482	October	Harrisonburg	0.9 ml/0.1 ml/ 1ml	
3M	Pipettor II	8130180	October	Harrisonburg	0.9 ml/0.1 ml/ 1ml	
3M	Pipettor II	6051087	October	Harrisonburg	0.9 ml/0.1 ml/ 1ml	
3M	Pipettor II	13009023	November	Warrenton	0.9 ml/0.1 ml/ 1ml	
3M	Pipettor II	17023468	November	Warrenton	0.9 ml/0.1 ml/ 1ml	
3M	Pipettor II	19051251	November	Warrenton	0.9 ml/0.1 ml/ 1ml	
Brand	Handystep Touch S	20G34782	November	Warrenton	1000 µl/ 2500 µl/ 5000 µl	
3M	Pipettor II	9026577	May	Wytheville	100uL, 900uL, 1000uL	3M C
Sartorius	Picus	43281173	May	Wytheville	100uL, 900uL, 1000uL	Sartorius

H. Lot 3E. Pipettes (Dairy - Single Channel, Single Volume, Electronic)

Make	Model #	Serial #	Calibration month	Location	Volumes	ID
3M	Pipettor II	19051169	October	Harrisonburg	5 ml	
3M	Pipettor II	16016049	November	Warrenton	5 ml	
Sartorius	Biohit	42687200	November	Warrenton	5 ml	
3M	Pipettor II	19022025	May	Wytheville	5.0mL	3M 5mL

I. Lot 4. Thermometer

Make	Model #	Serial #	Calibration month	Location	ID
Unknown	Maximum Autoclave (maximum registering)	4682	May	Harrisonburg	
Unknown	Maximum Autoclave (maximum registering)	O6521	November	Harrisonburg	
RTD-Digital	ACCD 370	210607305	May	Harrisonburg	
RTD-Digital	ACCD 370	210607314	November	Harrisonburg	
Max Reg NIST	ACC80135 (maximum registering)	1127	June	Warrenton	
NIST	ACC6113XXS	3143	June	Warrenton	
NIST	ACC6113XXS	2696	December	Warrenton	



Thermco	ACCD 370P	210908582	January	Lynchburg	NIST 1
Reed Instruments	C370	220704217	May	Lynchburg	NIST 2
Thermco	ACC80135SC (maximum registering)	8174	August	Lynchburg	
Thermco	ACC80135SC (maximum registering)	7740	December	Lynchburg	
Thermco	ACC06033 (maximum registering)	2038	Sept	Wytheville	Autoclave 1
N/A	3289 (maximum registering)	3289	May	Wytheville	Autoclave 2
RTD	ACCD 370P	180410090	Sept	Wytheville	NIST4
RTD	ACCD 370P	201006917	July	Wytheville	NIST5

J. Lot 5. Microscope

Make	Model #	Serial #	Calibration month	Location
AO	02661	251998	June	Harrisonburg
AO	Unknown	BD300817	June	Harrisonburg
VWR	Vistavison	Unknown	June	Harrisonburg
Leitz	11580	512859/097149	June	Harrisonburg
AO	Spencer	866264	June	Harrisonburg
Nikon	13624	704204	June	Harrisonburg
Olympus	BH2-12868	245104	June	Harrisonburg
Olympus	BH2	237681	June	Harrisonburg
Zeiss	A106163	467065-99141	June	Harrisonburg
Leica	DM1000	288144-02207	January	Warrenton
Reichert	Microstar IV	14381-9	January	Warrenton
Leica	Stereozoom 6	13112	January	Warrenton
Reichert	Microstar IV	BF324694	January	Warrenton
Nikon	Eclipse E2000LED	200415	January	Warrenton
Nikon	Eclipse 2000	106800	January	Warrenton
Reichert	Microstar IV	14771-9	January	Warrenton
Nikon	Labohot2 FA Scope	463507	January	Warrenton
Unknown	Thermco 3915LT	3000615	January	Warrenton
Reichert	Microstar 410	BE311943	February	Lynchburg

Nikon	Labophot-2 phase	460534	February	Lynchburg
Leitz	Labor lux-D fluorescent scope	513591	February	Lynchburg
Nikon	Labophot-2 phase	463006	February	Lynchburg
Leica	S4E stereo- zoom	Unknown	January	Wytheville
Leitz	SM Lux-Darkfield	1974	January	Wytheville
Unitron	Stereo	48320	January	Wytheville
Olympus	BH2	2218727	January	Wytheville
Nikon	55i	HB5632	January	Wytheville
Nikon	Labophot-2 Fluorescent	463510	January	Wytheville
Olympus	BX43 Dual View	OD49582	January	Wytheville

K. Lot 6. Fume Hood

Make	Model #	Serial #	Calibration month	Location
ICI Scientific	Jamestown	001	December	Harrisonburg
Labconco	N/A	NECROPSY	December	Harrisonburg
Labconco	Filtered Enclosure	030257017C	December	Harrisonburg
Labconco	Protector	211121157F	December	Harrisonburg
Hamilton	Safeaire	247056	November	Warrenton
Hamilton	Safeaire	99040159	November	Warrenton
Hemco	21411	H4-492	December	Lynchburg
Unknown	4 ft.	55040037	December	Lynchburg
VWR	10783-132	31102-02D00194	December	Lynchburg
Labconco	Basic 47	Unknown	October	Wytheville
Labconco	LH	253851	October	Wytheville
Labconco	FH	253850	October	Wytheville

L. Lot 7. Biological Safety Cabinet

Make	Model #	Serial #	Calibration month	Location
Safeaire	541925	10662	December	Harrisonburg
Labconco	34600	081095320B	December	Harrisonburg
Labconco	34600	081195931B	December	Harrisonburg

Labconco	34400	081296654B	December	Harrisonburg
Nuaire	425-400	116040070307	December	Harrisonburg
Labconco	36209-04	246056	November	Warrenton
Forma Scientific	1126	10604-19	November	Warrenton
Forma Scientific	1140	10478-00003	November	Warrenton
AirClean	AC6325LFUV	1131	December	Lynchburg
Gelaire	4A/B3	12723	December	Lynchburg
Labconco	36209-04	247055	October	Wytheville
Labconco	36209-04	247479	October	Wytheville

M. Lot 8. Ductless Type A Balance Enclosure,

Make	Model #	Serial #	Calibration month	Location
AirClean Systems	AC710C	AC710C-225-BE	November	Warrenton

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

##### A. GENERAL INSTRUCTIONS:

1. RFP RESPONSE: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One (1) original hard copy (paper)** of the entire proposal, including all attachments and proprietary information clearly marked "Original" on the outside of the proposal, and **three (3) copies**, so marked, of each proposal must be submitted to VDACS Procurement office.

If applicable, the outside of the proposal must be marked to denote proprietary information.

##### 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 the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. 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 placed 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 and sub letter and to repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information that 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. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable. although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 or prequalification application, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
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 the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**B. SPECIFIC REQUIREMENTS OF PROPOSAL:** Proposals should be as thorough and detailed as possible so that the Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal. The proposal response must be submitted in the same order as outlined below, to include the same "TAB" headings.

- Tab 1. Return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Tab 2. Proposed Pricing Schedule (Attachment A).
- Tab 3. Offeror Data Sheet (Attachment B).
- Tab 4. A written narrative statement to include:
  - (a) A brief description of the work your firm is offering to perform on the types of equipment listed in the RFP and the services you would provide on that equipment under contract. If offerors can service all of the equipment listed in this section, please confirm this ability.
  - (b) Experience and brief history of your firm and its staff in providing the services described in the Statement of Needs;
  - (c) Names, qualifications and experience of lead personnel to be assigned to the project; and
  - (d) Capacity to provide services within your firm's current workload commitments.

- Tab 5: Specific approach and plan for providing the goods/services described herein including, but not limited, addressing the following:
- (a) The Offeror's knowledge of laboratory equipment testing, calibration, and maintenance services. Clearly define your firm's ability to certify and accredit the equipment to the most current ISO 17025 standard. Also, that your firm can provide a calibration certificate or report endorsed by the recognized Accreditation Body's symbol, as required by A2LA's C113 – A2LA Policy on Measurement Traceability for Life Sciences Laboratories LST-2.
  - (b) The technical approach and process to providing the services identified in this solicitation. Provide details on how the work will be performed.
  - (c) The staff position descriptions and names and résumés of those who may be assigned to perform services.
  - (d) The plans and approach for providing services, on-site and/or off-site repair services, and strategies to minimize costs.
  - (e) The ability to provide repair services by including information on the ability to meet the response time for emergency and non-emergency calls.
  - (f) The warranty offered on parts and workmanship.
  - (g) The tasks that are performed during a testing and calibration visit for the types of equipment listed in this solicitation.
  - (h) The protocol or procedure for performing the work, including documents or copies of inspection checklists or calibration reports.
  - (i) The ability to service the regions of the Commonwealth of Virginia where VDACS laboratories are located.
  - (j) Your firm's safety and quality control procedures.
  - (k) The ability to meet any reporting requirements as stated in the RFP.
- Tab 6. Small Business Subcontracting Plan (Attachment C) – Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation. Submit both pages of Attachment C.
- Tab 7. State Corporation Commission Form, submit Attachment D.
- Tab 8. Exceptions, submit Attachment E: Does your Firm accept Section III, "STATEMENT OF NEEDS", Section VI, the "GENERAL TERMS AND CONDITIONS", and Section VII, the "SPECIAL TERMS AND CONDITIONS," as presented in the RFP?

## V. EVALUATION CRITERIA

A. Evaluation Criteria: Proposals shall be evaluated using the following criteria:

CATEGORY	POINT VALUE
Plans and approach for providing the services.	35
Experience and qualifications of the firm, assigned staff, and subcontractors (if applicable).	20
Price of services, travel, and hourly labor rates	25
Small Business Subcontracting Plan.	20

B. **During the initial review of proposals, evaluations will be made on the categories listed above except for the Price of services, travel, and hourly labor rates.** Offerors must include pricing in their proposal as instructed and submit the Attachment A, Proposed Pricing Schedule. The initial review of proposals will be an evaluation on the plans and approach for providing the services, experience and qualifications of the firm, assigned staff and subcontractors (if applicable), and the Small Business Subcontracting Plan. Only these three categories of the Evaluation Criteria will be scored at this stage. For those offerors selected to proceed in the solicitation process (i.e.: short list), negotiations and evaluation scoring will be conducted using all four categories listed above. Individual lots, multiple lots, or an award of all lots may be evaluated to determine what would be in the best interest of VDACS.

## VI. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be

subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state 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, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/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.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors), or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and 2.2-4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the

contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: 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.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection,

access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY.** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions

of this section.

- Z. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

## VII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD TO MULTIPLE OFFERORS:** 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the contractor’s proposal as negotiated.



## **WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

- A. **Submission of Small Business Subcontracting Plan:** It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. **Evidence of Compliance with Small Business Subcontracting Plan:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. **Prime Contractor Subcontractor Reporting:**
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.
  2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

- H. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal teleconference will be held at **11:00 a.m. on September 12, 2023**. The purpose of this teleconference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of the solicitation.

While attendance at this teleconference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to participate. Any changes resulting from this teleconference will be issued in a written addendum to the solicitation.

### **Microsoft Teams Meeting**

**Meeting ID:** 217 280 282 69

**Passcode:** xLmf7B



## Or Call In (Audio Only)

Phone Number: [+1 434-230-0065,41072905#](tel:+1434230006541072905) United States, Lynchburg  
Phone Conference ID: 410 729 05#

- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.
- L. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- M. **CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - (a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - (b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - (c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- N. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth

pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- O. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

#### **VIII. METHOD OF PAYMENT:**

Payments will be made per the Code of Virginia § 2.2-4350, prompt payment of bills by state agencies, after successful completion of the work, and upon receipt of a valid and complete invoice for services. Invoices are to be submitted no later than 30 calendar days after services are rendered. The method of payment will predominantly be by credit card for purchases below \$5,000.00. A check will more than likely be issued for payments that exceed \$5,000.00.

**ATTACHMENT A**

**PROPOSED PRICING SCHEDULE**

Provide pricing below for the services being offered as described in the Statement of Needs. **(If not offering to provide a service for any of the Lots, indicate N/A in the Total Price line for that Lot.)**

Equipment	Price per unit		Total Units		Total Price
Lot 1A: Centrifuge (w/o temperature)	\$	X	23	=	\$
Lot 1B: Centrifuge (with temperature)	\$	X	3	=	\$
Lot 2: Balance	\$	X	26	=	\$
Lot 3A: Pipette (Single Channel)	\$	X	105	=	\$
Lot 3B: Pipette (Multiple Channel)	\$	X	23	=	\$
Lot 3C: Pipette (Dairy – Single Channel, Fixed Volume)	\$	X	21	=	\$
Lot 3D: Pipette (Dairy – Single Channel, Multi Volume, Electronic)	\$	X	9	=	\$
Lot 3E: Pipette (Dairy – Single Channel, Single Volume, Electronic)	\$	X	4	=	\$
Lot 4: Thermometer	\$	X	15	=	\$
Lot 5: Microscope	\$	X	29	=	\$
Lot 6: Fume Hood	\$	X	12	=	\$
Lot 7: Biological Safety Cabinet	\$	X	12	=	\$
Lot 8: Ductless Balance Enclosure	\$	X	1	=	\$

**Travel Charge:** (If applicable, indicate the total travel cost per visit to perform on-site services at the following facilities. If no charge, indicate \$0.)

Harrisonburg Lab per service visit: \$\_\_\_\_\_

Warrenton Lab per service visit: \$\_\_\_\_\_

Lynchburg Lab per service visit: \$\_\_\_\_\_

Wytheville Lab per service visit: \$\_\_\_\_\_

**Repair Services:** (Refer to Section III. C.)

Technician Hourly rate

Normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.): \$\_\_\_\_\_ per hour

Outside normal Business hours: \$\_\_\_\_\_ per hour

**RETURN OF THIS PAGE IS REQUIRED (TAB 2)**

**ATTACHMENT B  
OFFEROR'S REFERENCE DATA SHEET**

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in the business of performing the services identified in this solicitation: \_\_\_\_\_years \_\_\_\_\_months.
3. **REFERENCES:** Indicate below a listing of at least three (3) recent references for which your firm has provide similar services. Include the dates of service and name and address of the person the agency has your permission to contact.

Client Name & Contact	Dates of Service	Address	Phone & Email Address

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED (TAB 3)**

**ATTACHMENT C:**

**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:**  I plan to use subcontractors  I plan to complete all work

**Instructions:**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

**Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED (Tab 6)**

## ATTACHMENT C

### Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

#### B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

##### Subcontract #1

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

##### Subcontract #2

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

##### Subcontract #3

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

##### Subcontract #4

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**NOTE: This information can be captured using this template or using the sourcing tools available in eVA.**

**RETURN OF THIS PAGE IS REQUIRED (Tab 6)**

**ATTACHMENT D**

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information.**

**The Offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**RETURN OF THIS PAGE IS REQUIRED (Tab 7)**

**ATTACHMENT E:  
EXCEPTIONS**

Complete the following. Check one option only.

\_\_\_\_\_ Firm does not take any exceptions to the Statement of Needs (Section III), General Terms and Conditions (Section VI), or Special Terms and Conditions (Section VII).

**OR**

\_\_\_\_\_ Firm takes the following exception(s): (include page and section number and description of exception).

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**RETURN OF THIS PAGE IS REQUIRED (TAB 8)**