



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU4636

This contract entered into this 21st day of July 2016, by PerkinElmer Health Sciences, Inc. called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From August 1, 2016 through July 31, 2018 with four (4) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MFK-880 dated November 17, 2015:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated January 7, 2016,
 - (e) Addendum No. Two dated January 27, 2016;
- (3) The Contractor's Proposal dated January 27, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 20, 2016.

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

CONTRACTOR:

PerkinElmer Health Sciences, Inc.

By: Daniel J. Daugherty

(Signature)

DANIEL J. DAUGHERTY

(Printed Name)

Title: ASSISTANT SECRETARY

PURCHASING AGENCY:

James Madison University

By: Mindy Koon

(Signature)

Mindy Koon

(Printed Name)

Title: Buyer Specialist



**RFP # MFK-880, Scientific Equipment, Supplies, and Chemicals
Negotiation Summary for PerkinElmer Health Sciences**

July 20, 2016

1. Pricing Schedule is as follows:

Standard Contract Discount – All items 3%

University Benefit Program Discounts**

SCHEDULE	ELIGIBLE PRODUCTS	% DISCOUNTS UP TO:
A	AA, GC*, ICP, IR*, LC, LCMS, MAS, UVS* - Class 1,2,4,A - *unless specifically identified under a different schedule	15%
B	TEA - Class 1,2, 4, A	25%
C	RAM - Class 1,2, 4, A *IR – Spectrum Spotlight, Spectrum Spotlight NIR and Spectrum Spotlight 200	10%
D	ASLS Consumables (Class 3) for all ASLS product lines participating in program	10%
E	APS, ARS, AWS, CSA, HCS, IAS, LVI, MLD, MOL, RRD, RRS & SPS - Class 1,2,3,4,A *UVS – Lambda BIO and Lambda XLS and BIO/XLS Accessories	5%

**GC - CLARUS 480 - NO DISCOUNT APPLIES.*

***Standard Discount and University Benefit Program Discounts cannot be combined. University Benefit Discount is available to all post-high school degree-granting institutions of higher learning and will only apply to orders \$100 and over.*

2. The period of contract shall be from August 1, 2016 through July 31, 2018 with four (4) additional 2-year renewal periods.
3. Contact information for ordering is shown below:

PerkinElmer Health Sciences, Inc.
Ordering
usinstrumentorders@perkinelmer.com
(800) 762-4000

4. Contractor's proposal is hereby amended as follows:
- All deliveries made to the Purchasing Agency shall be FOB Destination Pre-pay and Add.
 - Returns require a Return Authorization Number which may be obtained through PerkinElmer Customer Service at (800) 762-4000. Returns also require written notification from the purchasing agency within 30 days of receipt of invoice. Returns may be subject to a restocking fee. The Purchasing agency is responsible for shipping.



**RFP # MFK-880, Scientific Equipment, Supplies, and Chemicals
Negotiation Summary for PerkinElmer Health Sciences**

July 20, 2016

- c. There will be no additional fees for credit card transactions.
 - d. Price Matching is not available.
 - e. Semi-annual spend reports will be available for James Madison University.
5. Contractor has disclosed all potential fees. Additional charges will not be accepted.



► PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Shelton, CT 06484 USA
Phone: (800) 762-4000
Fax: (203) 944-4914
www.perkinelmer.com

January 27, 2016

Ms. Mindy Koon, CUPO, Buyer Specialist
Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Subject: RFP MFK-880 - Cover Letter

Reference: Term Contract for Scientific Equipment, Supplies and Chemicals

Dear Ms. Koon:

PerkinElmer's proposal is structured such that it is offering the better of either a contract discount (expressed as a percentage discount from list price), or its University Benefit Program discount which is available to all degree granting institutions of higher learning, or special promotions, or Reagent Pricing Agreement discounts. Only one form of discount may be applied.

The University Benefit Program provides for specified discount percentages from the then current list price and PerkinElmer reserves the right to change the Program from time to time or discontinue it altogether. The University Benefit program was created with recognition of the importance of tomorrow's scientists, both to society and to the Company. This proposal assures that James Madison University ("JMU") and the VASCUPP members will always receive a *minimum* discount; however JMU and the VASCUPP may receive a larger discount from time to time under the University Benefit Program. A copy of the current version of the University Benefit Program is enclosed for informational purposes.

PerkinElmer will offer JMU a contract discount of 3% from all quantities of all products (not services, or reagents, or kits included in separate contract agreements with JMU). PerkinElmer cannot agree to fixed pricing at this time. A CD of PerkinElmer Health Sciences, Inc.'s extensive product offering has also been included with this offer.

When special, short-term sales promotional programs are in effect, the Buyer will have the option of the discount as per the contract, educational benefit, or special, short-term sales promotional program, but no discount programs may be combined. Terms and conditions of the applicable program will prevail.

PerkinElmer's University Benefit Program offers the members of JMU two distinct elements; an instrument purchasing discount, and a consumables purchasing discount. Please note that all Program Discounts are available to all post-high school degree-granting institutions of higher learning and are to be applied against US List price in effect at the time of order placement.

For purposes of this proposal, PerkinElmer has offered the contract discount of 3% appearing as the applicable discount. Even though it is believed that the contract discount would rarely come into play due to the typically more beneficial pricing structure of promotions, University Benefit, and other incorporated contract agreements, the contract discount is the only price which can be guaranteed for the term of the contract. Some of the discounting programs are just that – programs – and they could be discontinued at any time.

Section IV. Statement of Needs:

- PerkinElmer's online catalog and technical resources are available at <http://www.perkinelmer.com/>.
- PerkinElmer is willing to create an eVA punchout catalog.
- PerkinElmer accepts Small Purchase Charge Card (SPCC) payments in eVA but end users need to confirm via phone or email that they have made an eVA purchase with an SPCC.
- The following individuals will be assigned to service the JMU account however there are numerous other Sales Engineers and e-commerce staff that will be available: Timothy Williams, Instrument Sales; Lee Houck, Instrument Sales; Jennifer Fay, Instrument Sales; Stella Ponzio, Reagent Sales.
- Order Contact: Phone: 800-762-4000, e-mail: USInstrumentOrders@perkinelmer.com
- Invoice Contact: Phone: 800-762-4000. E-mail: LASCreditandCollections@perkinelmer.com
- Customer Service Contact: Phone: 800-762-4000, e-mail: LAS.Sales@perkinelmer.com
- PerkinElmer had a VASCUPP contract with Virginia Tech that began in 2007 but recently expired.
- All orders shall be FOB Destination with freight charges prepaid and added.
- Standard turnaround time for delivery is 4-6 weeks for instruments and 2-5 days for consumable supplies.

Section V.B.6 Sales with the VASCUPP Members:

- PerkinElmer has had more than \$1.5 million in sales with the VASCUPP members in the past twelve months.

If you have any questions or need additional information, please feel free to contact me at (203) 712-8478 or by email to Anna.Boyle@perkinelmer.com. Thank you.

Sincerely,

PerkinElmer Health Sciences, Inc.



Anna Boyle
Contract Administrator

PerkinElmer Health Sciences, Inc. University Benefit Program

PerkinElmer Health Sciences, Inc. has created this University Benefit Program ("Program") to aid universities in training tomorrow's scientists and engineers on state-of-the-art laboratory and analytical instruments. This Program is available to four-year Bachelor degree-granting post secondary, and Graduate / Doctorate degree granting, Institutions of Higher Learning ("University(ies)") only.

• Instrument Purchase Discount

- **Program eligibility requirements for Instrument Purchase Discounts** - All post-secondary (post-high school) degree granting institutions of higher learning are eligible for this Program.
 - Affiliation with a University, including hosting or teaching classes, or sharing staff, is not sufficient to qualify (e.g., a hospital Customer affiliated with a degree granting medical school, which hospital does not grant the actual Doctor of Medicine degree is not eligible).
 - The University must purchase products directly from PerkinElmer Health Sciences, Inc.
 - PerkinElmer Health Sciences, Inc. is the final authority for determining Program eligibility, and may terminate a University's participation in the Program at its discretion.
- **Discount schedule and eligible products** - A University will receive up to the following discounts on instruments, major accessory and software purchases.

Schedule	University Discount Up To %	Eligible Products
A	15	AA, GC*, ICP, IR*, LC, LCMS, MAS, UVS* - Class 1,2,4,A - *unless specifically identified under a different schedule
B	25	TEA - Class 1,2, 4, A
C	10	RAM - Class 1,2, 4, A *IR – Spectrum Spotlight, Spectrum Spotlight NIR and Spectrum Spotlight 200
D	10	ASLS Consumables (Class 3) for all ASLS product lines participating in program
E	5	APS, ARS, AWS, CSA, HCS, IAS, LVI, MLD, MOL, RRD, RRS & SPS - Class 1,2,3,4,A *UVS – Lambda BIO and Lambda XLS and BIO/XLS Accessories

***GC - CLARUS 480 - NO DISCOUNT APPLIES.**

- **Additional Discounts and Limitations applicable to the Instrument Purchase Discount-** The University may receive the higher of the Program discount or applicable promotional program discount. The Program discount cannot be combined with other discounts. The Trade-In for Resale program may be used if applicable.

- **Consumables Purchase Discount**

- **Program eligibility requirements Consumables Purchase Discounts** – The rules for eligibility for the Consumable Purchase Discount under the Program are identical to those applicable to the Program Instrument Purchase Discount set forth above.
- **Discount Schedule and eligible products** - Universities receive a ten (10%) Program discount on qualifying catalogue items consisting of Analytical Instrument consumables and selected minor accessories.
- **Additional Discounts and Limitations under the Consumables Purchase Discount**
 - **Minimum Order** – Orders below the \$100 minimum order requirement threshold will not be accepted under, and will not be eligible for, the Consumables Purchase Discount, unless placed through PerkinElmer's Store Front Web channel. The Standing Order program is designed as an easy way for customers to place orders greater than \$100, to help our customers and PerkinElmer to reduce transaction costs.
 - Orders are subject to PerkinElmer Health Sciences, Inc.'s then effective shipping, handling and freight policies and charges.
 - **Combining Discounts** - The University consumable discount cannot be combined with other discounts except a Standing Order Discount.
- **Exclusions** – There shall be no Program discounts for items purchased by PerkinElmer Health Sciences, Inc. Service for use during service.



➤ PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Shelton, CT 06484 USA
Phone: (800) 762-4000
Fax: (203) 944-4953
www.perkinelmer.com

January 27, 2016

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Attention: Mindy Koon

Subject: RFP # MFK-880 – Scientific Equipment, Supplies, and Chemicals

Dear Ms. Koon:

PerkinElmer Health Sciences, Inc. has a long standing commitment to the utilization of small/minority/disadvantaged/women-owned businesses as evidenced by our execution of a Small/Minority Business Subcontracting Plan for our U.S. Government Federal Supply Schedule Contracts, and our naming a Small/Minority Business Liaison Officer, Mr. John Marciniak, to assure compliance to the Plan. During the period October 1, 2014 through September 30, 2015, PerkinElmer Health Sciences, Inc. subcontracted \$172,438,737 as follows:

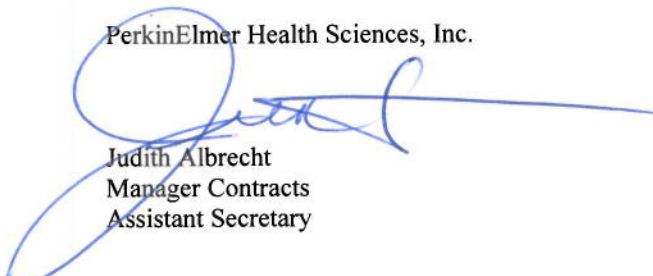
	Percent	Dollars
2015		
Total Dollars Subcontracted (US Spend)		172,438,737
Small Business ("SB")	45.16%	77,874,951
Small Disadvantaged Business ("SDB")	4.14%	7,133,297
HUBZone	0.02%	43,074
Women - Owned Small Business - ("WO")	2.00%	3,445,330
Veteran - Owned Small Business - ("VO")	2.21%	3,815,454
Large Business ("LB")	46.47%	80,126,631

The principal products and services that the Corporation anticipates purchasing are parts, sub-assemblies, materials and services specifically used in the assembly and test of Analytical Instruments and Chemical Reagents made by the company at its domestic locations.

In summary, we believe that we are in compliance with the intent of the law; namely to foster growth of small/minority/disadvantaged/women-owned businesses. Toward that end we are accomplishing our task. PerkinElmer Health Sciences, Inc. asks that you give us favorable consideration regarding our response to the subject contract. If you need additional information, please contact me at 203-712-8481.

Very truly yours,

PerkinElmer Health Sciences, Inc.



Judith Albrecht
Manager Contracts
Assistant Secretary



January 7, 2016

**ADDENDUM NO. 1
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# MFK-880**
Dated: **November 17, 2015**
Commodity: **Scientific Equipment, Supplies, and Chemicals**
RFP Closing On: **January 28, 2016 at 2:00 p.m. (Eastern)**

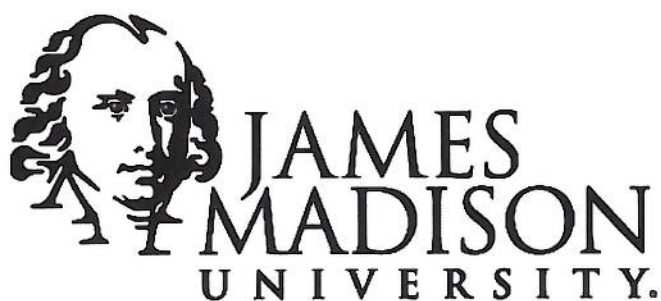
Please note the clarifications and/or changes made on this proposal program:

The deadline for the receipt of sealed proposals has been extended until 2:00p.m. on January 28, 2016.

Signify receipt of this addendum by initialing "*Addendum #1*" on the signature page of your proposal.

Sincerely,

Mindy Koon, MS, CUPO
Buyer Specialist
Phone: (540-568-4280)



Request for Proposal

RFP# MFK-880

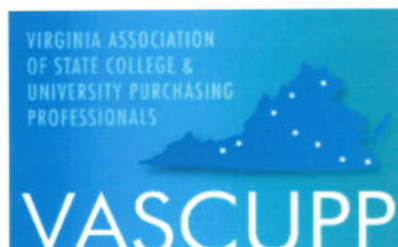
Scientific Equipment, Supplies, and Chemicals

November 17, 2015

Special Note: JMU will be closed during the following dates in observance of the Thanksgiving and Winter holidays.

November 23, 2015 – November 27, 2015

December 22, 2015 – January 1, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP# MFK-880

Issue Date: November 17, 2015
Title: Scientific Equipment, Supplies, and Chemicals
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From date of award through one (1) year with four (4) additional one year renewal periods.

Sealed Proposals will be received until 2:00 p.m. on January 14, 2016 for furnishing the services described herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All inquiries for information and clarification should be directed to: Mindy Koon, CUPO, Buyer Specialist Procurement Services, koonmf@jmu.edu 540/568-4280 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

PerkinElmer Health Sciences, Inc.

710 Bridgeport Avenue

Shelton, CT 06484

Date: January 27, 2016

Web Address: www.perkinelmer.com

Email: ContractsShelton@perkinelmer.com

By:  _____

(Signature in Ink)

Name: Judith Albrecht

(Please Print)

Title: Assistant Secretary

Phone: 800-762-4000

Fax #: 203-944-4914

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1  #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY

IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micr

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP# MFK-880

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a term contract to provide scientific equipment, chemicals, supplies, laboratory equipment, biologicals, and related items for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for 4 additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website:

<http://www.jmu.edu>.

JMU regularly purchases a wide variety of scientific items to carry out its mission. These items include, but are not limited to scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The approximate spend for scientific items during fiscal year 2014-2015 was approximately \$1,000,000.00; however, this is subject to change annually.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University (JMU) desires to partner with contractors to provide quality scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from JMU personnel.

Describe in detail your approach to the following items.

1. Provide the link to your complete electronic catalog containing all available scientific items being offered. Include published price list or instructions on how to access published price list electronically.
2. Describe implementation of a hot list for JMU that will provide deeper discounts on frequently purchased items.
3. Note if willing to create an eVA punchout catalog for the scientific items being offered.
4. Note if you accept Small Purchase Charge Card (SPCC) payments in eVA and whether or not an end user needs to confirm via phone or email that they have made an eVA purchase with an SPCC.
5. State contact information for a local sales representative who could be dedicated to JMU.
6. List all contact information for ordering, invoicing, customer service, etc.

7. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
8. Describe delivery options and policies including dry ice charges, hazardous material charges, and installation and training if required for the scientific items being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery. Specify costs in *Section X. Pricing Schedule*.
9. Describe plan to offer a New Lab Start-up Program (if applicable).
10. Specify typical turnaround time for delivery (standard, rush, etc.) for the scientific items being offered.
11. Describe return policy and identify any associated costs. Any costs to be specified in *Section X. Pricing Schedule*.
12. Describe the process for replacement of defective, broken, or damaged scientific items.
13. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.
14. Identify any other goods or services being offered to JMU and associated costs as specified in *Section X. Pricing Schedule*.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and five (5) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "**Redacted Copy**" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services

unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. 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 submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by 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, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the 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 offeror’s 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 the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data 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 materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and

return of the proposal.

4. Oral Presentation: Offerors who submits a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. 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. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (DSBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	30
2. Qualifications and experience of Offeror in providing the goods/services.	20
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

- 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. 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.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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 and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment I (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

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, 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 these requirements.
- 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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: 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 submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 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 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 offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- 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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (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 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: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, 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 offeror to perform the services/furnish the goods and the 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 offeror's physical facilities prior to award to satisfy

questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such 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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
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. 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 Purchasing Manual for Institutions of Higher Education and their Vendors. 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 proposal under this solicitation, the 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 § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage 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 REQUIRED FOR MOST CONTRACTS:

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 requirement 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 must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)*
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** 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, 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, 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 e-procurement 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) Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice 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 Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: 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 James Madison University 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 any awarded contract.

Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation

purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, 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. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____		
Name of Offeror	Due Date	Time

Street or Box No.	RFP Number	

City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. 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 with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (DSBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual

agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- L. 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 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.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- Q. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his/her proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

- R. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- S. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound ordered.
- T. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment. Refurbished equipment is not considered new.
- U. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- V. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- W. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed under resulting contract shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification at any time during the term of the contract.
- X. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
- Y. 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.
- Z. RENEWAL OF MAINTENANCE: Maintenance of the equipment specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- AA. 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.
- BB. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label from a Nationally Recognized Testing Laboratory (NRTL).

- CC. DELIVERY AND STORAGE (If installation is required): It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- DD. INSTALLATION (If applicable): All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: http://www.jmu.edu/acctgserv/ expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

The offeror shall provide pricing for all proposed scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample is to be used:

Category/Item	Manufacturer	Discount Off List Price

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 101.

XI. ATTACHMENTS

[Attachment A](#): Offeror Data Sheet

[Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

[Attachment C](#): Standard Contract Sample

[Attachment D](#): Zone Map

TO BE COMPLETED BY OFFEROR

- Years 78 Months

- | CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|---|-------------------|--|---|
| Virginia Tech | 8+ years | 300 Turner Street NW,
Blacksburg, VA 24061 | Patricia Mullins / Phone:
540-231-9129 |
| Virginia Commonwealth University | 8+ years | 912 W. Grace St.,
Richmond, VA 23298 | Jennifer Koblinski /
Phone: 804-827-0738 |
| Commonwealth of Pennsylvania | 10+ years | 555 Walnut Street,
Harrisburg, PA 17101 | Liz Bollinger / Phone:
717-346-3276 |
| Pennsylvania COSTARS | 7+ years | 555 Walnut St., 6 th floor,
Harrisburg, PA 17101 | Kathy Lewis / Phone:
717-346-4056 |
| Massachusetts Higher Education Consortium | 10+ years | 505 East Pleasant St.,
Amherst, MA 01003 | Joan Miller / Phone: 413-
577-3550 |

- PerkinElmer Health Sciences, Inc.

710 Bridgeport Avenue

Shelton, CT 06484

- ☐ YES ☒ NO

IF YES, EXPLAIN:

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: PerkinElmer Health Sciences, Inc. **Preparer Name:** Anna Boyle
Date: 1-27-16

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes ☐ No ☒ If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) to be counted in the SWaM program. Certification applications are available through DSBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Scientific Equipment, Supplies, and Chemicals, RFP #MPK-880
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

1-27-16
 Date Form Completed

Offeror / Proposer: PerkinElmer Health Sciences, Inc.
 Firm
 710 Bridgeport Avenue, Shelton, CT 06484
 Address
 Anna Boyle/203-712-8478
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DSBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
See attached letter.					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ By: _____
(Signature) (Signature)

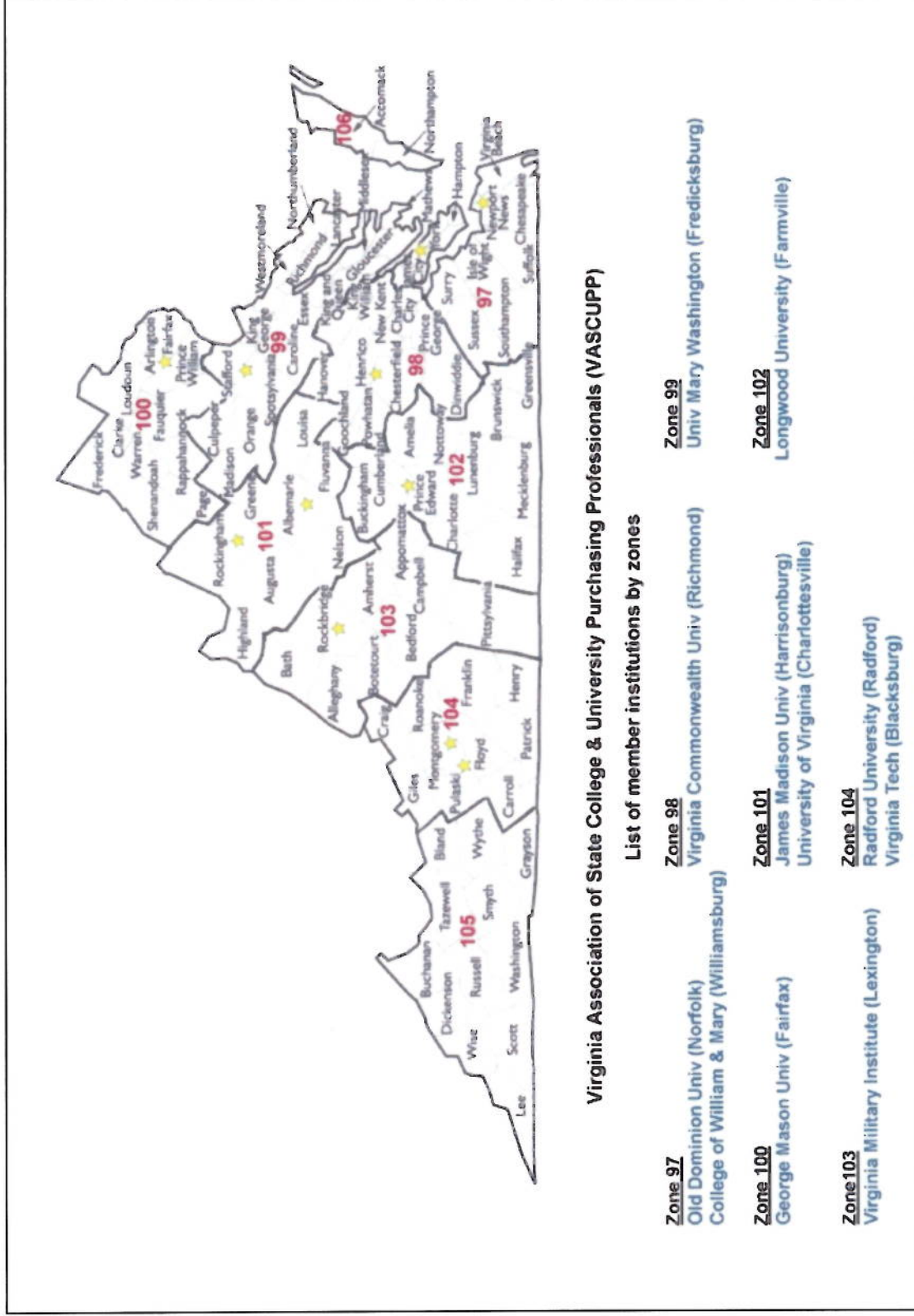
(Printed Name)

(Printed Name)

Title: _____ Title: _____

ATTACHMENT D

Zone Map





January 27, 2016

**ADDENDUM NO. 2
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# MFK-880**
Dated: **November 17, 2015**
Commodity: **Scientific Equipment, Supplies, and Chemicals**
RFP Closing On: **February 11, 2016 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

The deadline for the receipt of sealed proposals has been extended until 2:00p.m. on February 11, 2016.

If your firm has already submitted a proposal and does not need to make any changes, no further action is required.

Signify receipt of this addendum by initialing “*Addendum #2*” on the signature page of your proposal.

Sincerely,

Mindy Koon, MS, CUPO
Buyer Specialist
Phone: (540-568-4280)

REQUEST FOR PROPOSAL
RFP# MFK-880

Issue Date: November 17, 2015
Title: Scientific Equipment, Supplies, and Chemicals
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From date of award through one (1) year with four (4) additional one year renewal periods.

Sealed Proposals will be received until 2:00 p.m. on January 14, 2016 for furnishing the services described herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All inquiries for information and clarification should be directed to: Mindy Koon, CUPO, Buyer Specialist Procurement Services, koonmf@jmu.edu 540/568-4280 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

PerkinElmer Health Sciences, Inc.

710 Bridgeport Avenue

Shelton, CT 06484

Date: January 27, 2016

Web Address: www.perkinelmer.com

Email: ContractsShelton@perkinelmer.com

By:  _____

(Signature in Ink)

Name: Judith Albrecht

(Please Print)

Title: Assistant Secretary

Phone: 800-762-4000

Fax #: 203-944-4914

ACKNOWLEDGE RECEIPT OF ADDENDUM: # 1 2 3 4 5 (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ☐ SMALL; ☐ WOMAN; ☐ MINORITY

IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micr

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Quotation

To: SAMPLE QUOTE
VIRGINIA POLYTECHNIC INSTITUTE
DAVIDSON HALL
BLACKSBURG VA 24061-0212

QUOTE NO.: 21048485
QUOTE VALID TO: 05/22/2016
QUOTE DATE: 03/23/2016
PAY. TERMS: Due Upon Receipt
FREIGHT TERMS: FOB Factory - Freight Quoted
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. 540-000-0000

FAX NO.

YOUR REFERENCE

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	N0780010	OPTIMA 8000 CROSS FLOW^ Sales Discount Optima 8000 ICP-OES with cross flow sample introduction system Optima 8000 ICP Optical Emission Spectrometer. □ Scott spray chamber / Cross-flow nebulizer system. The new Optima 8000 ICP-OES system brings advanced technology to the entry level ICP market. The CCD array detector allows you to collect a complete simultaneous analyte spectrum at speeds that far exceed conventional sequential systems. Automatic dual viewing ensures the lowest detection limits and the widest working ranges. The Optima 8000 is the ideal solution for research and quality assurance laboratories that have a wide variety of samples and lower frequency of analysis. The custom-designed solid-state CCD array detector, the solid-state RF power supply and the sealed optical system provide both superior performance and enhanced reliability. That reduces operating costs and, more importantly, ensures that your instrument is available when needed. Computer-controlled gas flows and mass flow of the nebulizer gas ensure day-to-day reproducibility. The Optima's proven Windows 7-based software, Syngistix for ICP, makes it easy to get up and running in minutes rather than days. Customizable method development enables analysts to quickly configure the system, increasing your lab's productivity. The compact, benchtop design conserves valuable laboratory space. □ Patented Flat Plate# plasma generation technology The Optima 8000 features maintenance-free Flat Plate plasma generation technology. Flat Plate induction generates a transversely symmetrical plasma while using approximately half the argon of traditional helical coil systems.	1	67,100.00	67,100.00 2,013.00-
<p>SEND PURCHASE ORDERS TO: PerkinElmer Health Sciences, Inc. 710 Bridgeport Ave. Shelton, CT 06484-4794 Phone: 1-800-762-4000 Fax: (203) 944-4904 Email: USInstrumentOrders@perkinelmer.com</p> <p>SALES REPRESENTATIVE: TIMOTHY WILLIAMS PREPARED BY: Alma Ruiz</p>					

Quotation

To: SAMPLE QUOTE
VIRGINIA POLYTECHNIC INSTITUTE

QUOTE NO.: 21048485
QUOTE VALID TO: 05/22/2016
QUOTE DATE: 03/23/2016

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>▣ Rugged, reliable power Fourth-generation, free-running, solid-state RF power supply to provide exceptional ruggedness and reliability, eliminating the need for costly power tubes. Solid-state design makes the power supply exceptionally compact.</p> <p>▣ Widest working range Method-controlled dual viewing of the plasma delivers the widest working range possible, giving the lowest detection limits and the greatest concentration range in a single system. Axial viewing allows trace measurements because it provides a longer emission path for increased sensitivity and lower background levels. At the same time, radial viewing permits percentage concentration measurements. With the Optima 8000, trace and percentage concentration levels can be automatically determined in the same run without having to search for unfamiliar alternative wavelengths.</p> <p>▣ Shear gas advantage To eliminate interferences caused by the cooler regions in the plasma gas, the Optima 8000 uses a unique compressed air shear gas system to remove the cool tail-plume of the plasma. This provides a maintenance-free, reliable system compared to alternative methods, which use expensive argon gas and water-cooling and are prone to clogging.</p> <p>▣ Accurate and reliable The Optima 8000 features a high-speed, high-resolution double monochromator and solid-state detector. High resolution yields reduced interferences and improved accuracy. Limited component movement and Dynamic Wavelength Stabilization ensure exceptional wavelength accuracy and reliability. With the optical system's superior light throughput and the unmatched quantum efficiency of the solid-state detector, the Optima 8000 gives you exceptional detection limits quickly and routinely.</p> <p>▣ Dynamic wavelength stabilization Since the system continually references a neon background; the Optima 8000 is faster, more precise and stable than conventional systems that rely on mercury references between reads. Dynamic Wavelength Stabilization (DWS) allows direct on-peak measurement, eliminating the need for peak searches.</p> <p>▣ PlasmaCam# viewing Enables continuous viewing of the plasma for simpler method development and remote diagnostic capabilities from within the Syngistix for ICP software</p> <p>A fully configured Optima 8000 system also requires a controller assembly (consisting of a suitably configured computer, printer and Syngistix for ICP software), a chiller and, optionally, an autosampler.</p>			

Quotation

To: SAMPLE QUOTE
VIRGINIA POLYTECHNIC INSTITUTE

QUOTE NO.: 21048485
QUOTE VALID TO: 05/22/2016
QUOTE DATE: 03/23/2016

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
2	N0770630	SOLUTIONS KIT-OPTIMA 8000 INSTALLATION Mat'l Disc Exculsiv	1	623.00	623.00 623.00-
3	N0772046	CHILLER-1HP 230V/60HZ TP QUIET Sales Discount 1HP Whispercool# Chiller Cooling Capacity @ 20C: 2650 watts on 50Hz; 2900 watts on 60Hz Pump Flow: 3.5 gpm / 13.2 lpm Pump Pressure (adjustable): 90 psi maximum / 6.9 bar maximum (preset at 55 psi) Microprocessor-based temperature controller Large, easy to read digital temperature display (°C or °F) Cool Command# modulated refrigeration system for enhanced temperature stability and extended compressor life Chiller is designed for indoor installation in ambient temperatures between 5° and 30°C (41° and 86°F); relative humidity should not exceed 80% (non-condensing) Sound measurement @ 1 meter away: 65dBA (full load) / 62dBA (no load) Electrical Requirements: 50Hz: 240V / 1PH / 12.2 Amps Electrical Requirements: 60Hz: 208-230V/ 1PH / 12.2 Amps Dimensions: 27.6" L x 14.5" W x 22.6" H / 70.2cm L x 36.8cm W x 57.5cm H Shipping Weight: 99 lbs / 90 kgs Manufacturer's Warranty: 2 years parts & labor	1	5,100.00	5,100.00 153.00-
4	N0771725	Optima Advanced Bench Sales Discount	1	3,271.00	3,271.00 98.13-
5	N0771726	Monitor Arm for Advanced Bench Sales Discount	1	869.00	869.00 26.07-
6	N0780201	CONTROLLER-ICP SYNGISTIX Sales Discount	1	2,868.00	2,868.00 86.04-
7	09421085	PRINTER LASER B/W BROTHER HL-5440D 120V	1	491.00	491.00
8	09421130	CABLE-USB2 480MBPS A/B PLUG 10 FT Sales Discount	1	43.00	43.00 1.29-
9	N2020006	S10 Autosampler for ICP Sales Discount	1	9,100.00	9,100.00 273.00-

Quotation

To: SAMPLE QUOTE
VIRGINIA POLYTECHNIC INSTITUTE

QUOTE NO.: 21048485
QUOTE VALID TO: 05/22/2016
QUOTE DATE: 03/23/2016

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
10	N0205010	Optima ICP Training New Inst Train Disc 3 day course conducted at a PerkinElmer Technical Center.	1	2,050.00	2,050.00 2,050.00-
11	REGDELICP	Regular Delivery	1	2,020.50	2,020.50
Total Net Price in USD:					88,211.97
<p>Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer.</p> <p>Did you know that you can order selected products online at www.perkinelmer.com/shop?</p> <p>Please when submitting your order include our Quotation or Reference number.</p> <p>*</p> <p>The amount displayed does not include tax charges. These charges will be added to the invoice if applicable.</p> <p>*</p> <p>Includes installation and one year warranty (parts, labor and travel).</p> <p>*</p> <p>Terms subject to credit approval.</p>					
<hr/> <p>TIMOTHY WILLIAMS</p>					



Invoice

710 Bridgeport Ave. M/S 10
Shelton, CT 06484-4794

Customer service: (800) 762-4000
Billing inquiries: (866) 829-0020
or e-mail: lascc@perkinelmer.com

INVOICE NO.	INVOICE DATE	PAGE
5303326708	12/25/2014	1 OF 5

PLEASE INDICATE OUR INVOICE NO.
ON ALL PAYMENTS AND CORRESPONDENCE

PURCHASE ORDER N

PURCHASE ORDER D

CUST. SVC. REP.:

REMIT TO: PerkinElmer Health Sciences
13633 Collections Center Drive
CHICAGO, IL 60693-0136

BILL TO:

SHIP TO:

SALES ORDER NO.		BILL TO CUST.NO.	BILL OF LADING NO.	SHIP TO CUST.NO.		PAYMENT TERMS	
3021031		4623311	205906575	100713000		Net 30 days	
SHIP VIA		DATE OF SHIPMENT	DELIVERY NO.	FREIGHT TERMS			
Federal Express PO		12/24/2014		FOB Factory - Freight Quoted			
ITEM	MATERIAL NO.	ITEM DESCRIPTION	QUANTITY		UNIT PRICE	EXTENDED TOTAL	
			SHIPPED	B.O.			
5	N8140504	KIT-SOLUTION NEXION CELL Mat'l Disc Exculsiv Shipment ID Number: 86337621	1	0	700.40	700.40 700.40-	
7	N8140003	NexION 300/350D ICP-MS Sales Discount * Indicates components of the above material Shipment ID Number: 86337620	1	0	202,400.00	202,400.00 20,240.00-	
	*N8140042	ASSY- NEXION 350 D TOP LEVEL Shipment ID Number: 86337620 SN: 85DN4100702	1	0			
	*N8140500	KIT-INSTALL NEXION S/D Shipment ID Number: 86337620	1	0			
	*N8145002	Vacuum Pump-SV40BI Fomblin NexION Shipment ID Number: 86337620	1	0			
11	N0772046	CHILLER-1HP 230V/60HZ TP QUIET Shipment ID Number: 86337620 SN: 2F14A0370	1	0	4,585.00	4,585.00	

We certify that the products covered by this invoice have been produced in compliance with the applicable requirements of the Fair Labor Standards act of 1938. As amended, and regulations issued thereunder. Examine material on receipt. If damaged, enter claim against carrier as our responsibility ceases when material is delivered to carrier. Claims for shortage must be made within five days from receipt of goods. Goods will not be accepted for credit after 30 days from date of invoice. Request instructions immediately for return of rejections.

ORIGINAL INVOICE

THE ITEMS APPEARING ON THIS INVOICE ARE SUBJECT TO THE ATTACHED TERMS & CONDITIONS OF SALE.



Invoice

710 Bridgeport Ave. M/S 10
Shelton, CT 06484-4794

Customer service: (800) 762-4000
Billing inquiries: (866) 829-0020
or e-mail: lascc@perkinelmer.com

INVOICE NO.	INVOICE DATE	PAGE
5303326708	12/25/2014	2 OF 5

PLEASE INDICATE OUR INVOICE NO.
ON ALL PAYMENTS AND CORRESPONDENCE

PURCHASE ORDER

PURCHASE ORDER

CUST. SVC. REP.:

REMIT TO: PerkinElmer Health Sciences
13633 Collections Center Drive
CHICAGO, IL 60693-0136

BILL TO:

SHIP TO:

SALES ORDER NO.		BILL TO CUST.NO.	BILL OF LADING NO.	SHIP TO CUST.NO.		PAYMENT TERMS	
3021031		4623311	205906575	100713000		Net 30 days	
SHIP VIA		DATE OF SHIPMENT	DELIVERY NO.	FREIGHT TERMS			
Federal Express PO		12/24/2014		FOB Factory - Freight Quoted			
ITEM	MATERIAL NO.	ITEM DESCRIPTION	QUANTITY		UNIT PRICE	EXTENDED TOTAL	
			SHIPPED	B.O.			
12	09406020	MONITOR-24 INCH LCD (NON-ATO) Shipment ID Number: 86337620	1	0	480.00	480.00	
13	N9301369	Mouse Pad Inorganic Shipment ID Number: 86337620	1	0	18.00	18.00	
14	09421127	PRINTER-HP LASERJET M601 Shipment ID Number: 86337620 SN: CNCCG3L0ZT	1	0	1,200.00	1,200.00	
15	09421130	CABLE-USB2 480MBPS A/B PLUG 10 FT Shipment ID Number: 86337620	1	0	39.00	39.00	
16	N0200088	Onsite Scientific Consulting Service Sales Discount Shipment ID Number: 86337620	1	0	3,200.00	3,200.00 1,600.00-	
17	N0200193	ICPMS-NEXION TRAINING New Inst Train Disc Shipment ID Number: 86337620	1	0	3,150.00	3,150.00 3,150.00-	
18	N8141230	NexION Bench with Vacuum Pump Dolly Shipment ID Number: 86337620	1	0	3,296.00	3,296.00	

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We certify that the products covered by this invoice have been produced in compliance with the applicable requirements of the Fair Labor Standards act of 1938, As amended, and regulations issued thereunder. Examine material on receipt. If damaged, enter claim against carrier as our responsibility ceases when material is delivered to carrier. Claims for shortage must be made within five days from receipt of goods. Goods will not be accepted for credit after 30 days from date of invoice. Request instructions immediately for return of materials.

ORIGINAL INVOICE

THE ITEMS APPEARING ON THIS INVOICE ARE SUBJECT TO THE ATTACHED TERMS & CONDITIONS OF SALE.



Invoice

710 Bridgeport Ave. M/S 10
Shelton, CT 06484-4794

Customer service: (800) 762-4000
Billing inquiries: (866) 829-0020
or e-mail: lascc@perkinelmer.com

INVOICE NO.	INVOICE DATE	PAGE
5303326708	12/25/2014	3 OF 5

PLEASE INDICATE OUR INVOICE NO.
ON ALL PAYMENTS AND CORRESPONDENCE

PURCHASE ORDER

PURCHASE ORDER

CUST. SVC. REP.:

REMIT TO: PerkinElmer Health Sciences
13633 Collections Center Drive
CHICAGO, IL 60693-0136

BILL TO:

SHIP TO:

SALES ORDER NO.		BILL TO CUST.NO.	BILL OF LADING NO.	SHIP TO CUST.NO.		PAYMENT TERMS	
3021031		4623311	205906575	100713000		Net 30 days	
SHIP VIA		DATE OF SHIPMENT	DELIVERY NO.	FREIGHT TERMS			
Federal Express PO		12/24/2014		FOB Factory - Freight Quoted			
ITEM	MATERIAL NO.	ITEM DESCRIPTION	QUANTITY		UNIT PRICE	EXTENDED TOTAL	
			SHIPPED	B.O.			
19	N0771726	Monitor Arm for Advanced Bench Shipment ID Number: 86337620	1	0	823.00	823.00	
20	N0777212	SC-2 DX Autosampler Shipment ID Number: 86337620 SN: X2DX-A-140904	1	0	9,000.00	9,000.00	
21	N0777209	ENCLOSURE-SC2 Shipment ID Number: 86337620	1	0	1,520.00	1,520.00	
22	N8122351	PFA-100 Nebulizer 100 µl/min, HF Res Shipment ID Number: 86337620	1	0	1,264.00	1,264.00	
23	N8145067	PUMP-MP2 NEXION INTEG 4 CHAN PRCN Shipment ID Number: 86337620	1	0	3,336.00	3,336.00	
24	N8145221	TUBE KIT-MP2 MICRO PERIPUMP 34PK Shipment ID Number: 86337620	1	0	2,326.00	2,326.00	
25	N8122410	PC3 Organic Sample Intro Kit Cass Shipment ID Number: 86337620	1	0	4,317.00	4,317.00	

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SHIP VIA		DATE OF SHIPMENT		DELIVERY NO.		FREIGHT TERMS			
Federal Express PO		12/24/2014				FOB Factory - Freight Quoted			
ITEM	MATERIAL NO.	ITEM DESCRIPTION				QUANTITY		UNIT PRICE	EXTENDED TOTAL
						SHIPPED	B.O.		
26	W1033614	PLATINUM SAMPLER FOR NEXION Shipment ID Number: 86337620				1	0	2,709.00	2,709.00
27	W1026907	PLATINUM SKIMMER FOR NEXION Shipment ID Number: 86337620				1	0	952.00	952.00
28	N0777229	ESI Micro Rack, 21 position (3x7) Shipment ID Number: 86337620				4	0	172.00	688.00
29	N8140309	Syngistix Nano Application Module Shipment ID Number: 86337620				1	0	5,900.00	5,900.00
30	N8120193	KIT-CHROMERA SOFTWARE VER 4.1.1 Shipment ID Number: 86337620				1	0	6,200.00	6,200.00
31	W1027518	Oxygen Gas Mass Flow Upg Kit NexION Shipment ID Number: 86337620				1	0	3,938.00	3,938.00
32	W1037802	HPLC Cable for NexION. 3m (10ft) Shipment ID Number: 86337620				1	0	328.00	328.00
33	REGDELMAS	Regular Delivery Shipment ID Number: 86337620				1	0	2,200.00	2,200.00

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3021031	4623311	205906575	100713000	Net 30 days
SHIP VIA	DATE OF SHIPMENT	DELIVERY NO.	FREIGHT TERMS	
Federal Express PO	12/24/2014		FOB Factory - Freight Quoted	

ITEM	MATERIAL NO.	ITEM DESCRIPTION	QUANTITY		UNIT PRICE	EXTENDED TOTAL
			SHIPPED	B.O.		

34	09406449	Lenovo M83 Win 7 - 32 Tower USA Shipment ID Number: 86337620 SN: SMJ01MATZ	1	0	999.00	999.00
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PO #SB1341-14-SU-1055

The ICP-MS is a controlled (dual-use) item subject to the Export Administration Regulations.
The ICP-MS is classified under ECCN 3A233.a in the U.S. Commerce Control List and may require a license from the U.S. Department of Commerce, Bureau of Industry and Security, if exported to a destination outside the U.S.”.

To find the latest offers on Top Selling PerkinElmer consumables and supplies, visit www.perkinelmer.com/supplies

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Do not return materials immediately for return of credit.

FREIGHT:	0.00
HANDLING:	0.00
TAX:	14,296.68
AMOUNT DUE: USD	254,174.68

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Due to the size of the itemized product catalog submitted by PerkinElmer Health Sciences, Inc. dated January 27, 2016 in response to RFP #MFK-880 dated November 17, 2015, the product catalog has been redacted from the electronic and paper copies of the contract and is saved electronically for Contract # UCPJMU4636.