



VCU

Procurement Services

July 18, 2022

Quip Laboratories, Inc.
Attn: Donna Monroe
1500 Eastlawn Ave
Wilmington, DE 19802
donna@quiplabs.com

RE: Contract
#:7832755AZ
Renewal No.: 4 of 4

Dear Donna Monroe:

Your firm's contract with Virginia Commonwealth University (VCU) for Cage Washing Services and Chemicals expires on August 24, 2022. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #: 7832755AZ.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 08/25/22 through 08/24/23.

- ☐ Pricing remains the same as the previous contract period.
- ☒ Attached is the revised pricing in accordance with the contract terms.
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at apzaremba@vcu.edu.

Sincerely,

Abigail Zaremba
Category Manager, CUPO

Contract #: 7832755AZ

DM 8/23/22

RESPONSE:

Quip Laboratories, Inc.

Name of Firm

Signature

Name Printed

Title

Date

Contract #: 7832755AZ

DU 8/23/22



VCU Procurement Services

July 30, 2021

Quip Laboratories, Inc.
Attn: Donna Monroe
1500 Eastlawn Ave
Wilmington, DE 19802
donna@quiplabs.com

RE: Contract
#: 7832755AZ
Renewal No.: 3 of 4

Dear Donna Monroe:

Your firm's contract with Virginia Commonwealth University (VCU) for Cage Washing Services and Chemicals expires on August 24, 2021. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #: 7832755AZ.


Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 08/25/21 through 08/24/22.

☐ Pricing remains the same as the previous contract period.

☒ Attached is the revised pricing in accordance with the contract terms.

 By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at apzarembo@vcu.edu.

Sincerely,

Abigail Zarembo
Senior Buyer, CUPO

Contract #: 7832755AZ

RESPONSE:

Quip Laboratories, Inc.

Name of Firm

DocuSigned by:

Donna Monroe

Signature 87C6D8FE527B46F...

Donna Monroe

Name Printed

Vice President

Title

8/3/2021

Date

Contract #: 7832755AZ

Quip Laboratories, Inc.

Pricing Information for VIRGI110

EFFECTIVE 8/25/2021 – 8/24/2022

<u>PRODUCT</u>	<u>PRODUCT ID</u>	<u>SIZING / DESCRIPTION</u>	<u>PRICING</u>
ACIDULATE 28	AD028-55B	BULK CHEMICAL	\$ 17.88 / GAL
	AD028-5GAL	5 GALLON CONTAINER	\$ 89.40 / CTR [\$ 17.88 / GAL]
AQUELYN-7PLUS	AQ7PL-55GAL	55 GALLON DRUM	\$ 1,674.04 / DR [\$ 30.44 / GAL]
ENVIRO-KLEEN 100	EK100-55B	BULK CHEMICAL	\$ 18.61 / GAL
MB-10 1.5G TABLETS	MBTAB150BX	150 TABLETS / CASE	\$ 724.67 / CS
	MBTAB300BX	300 TABLETS / CASE [1-4 CASES]	\$ 1,213.77 / CS
		300 TABLETS / CASE [5-9 CASES]	\$ 1,092.40 / CS
		300 TABLETS / CASE [10+ CASES]	\$ 1,153.08 / CS
SANI-PLEX 128M	S128M-CASE	4 X 1 GALLON CASE	\$ 147.91 / CS [\$ 29.58 / GAL]
	S128M-55GAL	55 GALLON DRUM	\$ 1,367.53 / DR [\$ 24.86 / GAL]
WWN-1	WWN01-55B	BULK CHEMICAL	\$ 10.09 / GAL



QUIP LABORATORIES

1500 Eastlawn Ave

Wilmington, Delaware, 19802

P: (800) 424-2436 | WWW.QUIPLABS.COM



Procurement Services

August 6, 2020

Quip Laboratories, Inc.
Attn: Donna Monroe
1500 Eastlawn Ave
Wilmington, DE 19802
donna@quiplabs.com

RE: Contract #: 7832755AZ
Renewal No.: 2 of 4

Dear Donna Monroe:

Your firm's contract with Virginia Commonwealth University (VCU) for Cage Washing Services and Chemicals expires on August 24, 2020. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #: 7832755AZ.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 08/25/20 through 08/24/21.

- ☐ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.
- ☐ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at apzaremba@vcu.edu).

Sincerely,

Abigail Zaremba
Senior Buyer, CUPO

Contract #: 7832755AZ

RESPONSE:

Quip Laboratories, Inc.

Name of Firm

DocuSigned by:


BD7624224412419...
Signature

Timothy H. Dell

Name Printed

President & CEO

Title

8/6/2020

Date

Contract #: 7832755AZ



VCU Procurement Services

May 28, 2019

Quip Laboratories, Inc.
Attn: Donna Monroe
1500 Eastlawn Ave
Wilmington, DE 19802
donna@quiplabs.com

RE: Contract #: 7832755AZ
Renewal No.: 1 of 4

Dear Donna Monroe:

Your firm's contract with Virginia Commonwealth University (VCU) for Cage Washing Services and Chemicals expires on August 24, 2019. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #: 7832755AZ.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 08/25/19 through 08/24/20.


☐ Pricing remains the same as the previous contract period.

☒ Attached is the revised pricing in accordance with the contract terms.

☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at baugustine@vcu.edu (and please cc apzarembe@vcu.edu).

Sincerely,


Brandon C. Augustine
Category Manager

Contract #: 7832755AZ

RESPONSE:

Quip Laboratories, Inc.

Name of Firm

Derek Wood

Signature

DEREK WOOD

Name Printed

DIRECTOR OF ADMINISTRATION

Title

08/06/2019

Date



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7832755AZ

This contract entered into date by Quip Laboratories, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth 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:

PERIOD OF THE PERFORMANCE: From August 25, 2018 through August 24, 2019 with the option to renew for four (4) additional one (1) year terms upon mutual written agreement of both parties.

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

The contract documents shall consist of:

- (1) This signed form
- (2) The Request for Proposal (RFP) # 7832755AZ, dated May 04, 2018
- (3) The Contractor's Proposal dated June 08, 2018

All documents are incorporated herein by reference. Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order:

- (1) This signed form
- (2) The Request for Proposal (RFP) # 7832755AZ, dated May 04, 2018
- (3) The Contractor's Proposal dated June 08, 2018

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

CONTRACTOR:

Quip Laboratories, Inc

By: 

Date: 8/16/18

PURCHASING AGENCY:

Virginia Commonwealth University

By: 

Date: 8/23/18

Name Printed: Mark Roberts

Title:

VP for Finance and Budget

Interim Director,
Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) #7832755AZ

Issue Date: May 4th, 2018
Title: Cage Washing Services and Chemicals
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Abigail P. Zaremba, Senior Buyer
apzaremba@vcu.edu

Proposal Due Date (Firm): June 11th, 2018
11:00 AM EST

Proposal Delivery Addresses: VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>

A VASCUPP Member Institution

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Cage Washing Services and Chemicals
RFP #7832755AZ

OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. GENERAL INFORMATION:

Name & Address of Firm:

Date:

By *(Signature In Ink)*:

Zip Code

Name Typed:

E-Mail Address:

Title:

Telephone: ()
Toll free, if available

Fax Number: ()
Toll free, if available

DUNS NO.:

FEI/FIN NO.:

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS:	() YES	() NO	WOMEN-OWNED:	() YES	() NO
REGISTERED WITH eVA:	() YES	() NO	SMALL BUSINESS:	() YES	() NO
VIRGINIA DSBSD CERTIFIED:	() YES	() NO	VIRGINIA DSBSD CERTIFICATION#:		

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

Check the box to the left "if" your proposal contains proprietary or confidential information. If **See Paragraph X for more information**
so, ***add an attachment sheet to this form with details.***

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for cage washing services and chemicals for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”), an agency of the Commonwealth of Virginia.

Term: The initial contract term shall be one (1) year, with the option of up to four (4) one (1) year renewals, to be executed upon mutual signed agreement of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor’s discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution’s affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution 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 lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of “Highest Research Activity” and “Community Engaged.” As one of the nation’s top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

VCU Health is one of the nation’s leading and Central Virginia’s only academic medical center. It includes the VCU Health System Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician/faculty members, and the health sciences schools of VCU.

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU’s direct economic impact to Virginia is estimated to be more than \$3 billion in annual spending that supports more than 40,000 jobs.

VCU’s 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men’s and women’s basketball, baseball, golf, men’s soccer and men’s and women’s tennis, including the VCU men’s basketball team’s run to the Final Four in 2011.

III. **PRE-PROPOSAL CONFERENCE**

There will not be a pre-proposal conference for this solicitation.

IV. **STATEMENT OF NEEDS**

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. **General**

The Contractor shall provide the following:

Description of Requested Goods/Services and Proposal Response Requirements

1. Dispensing System Requirements:

The Contractor shall provide a dispensing system with the following capabilities:

- a) Dispense chemicals to 16,500 cages;
- b) Track chemical formulations and usage;
- c) Provide printed reports of chemical usage;

Firm shall provide detailed information regarding proposed dispensing system:

- ***Dispensing specifications and***
- ***Tracking and reporting features for offered system***

2. Cage Washing Chemical Requirements:

The Contractor shall provide chemicals brand name or equivalent to the following, all manufactured by Quip Laboratories:

- a) Acidulate 28;
- b) Enviro Kleen 100; and
- c) MB10.
- d) Saniplex

Firm shall provide detailed information regarding proposed cage washing detergents to include the following:

- ***Manufacturer and type***
- ***Potential safety concerns associated with the use of proposed chemicals***
- ***Any environmental issues related to the use of proposed chemicals***

3. Contractor Requirements:

- a) The Contractor shall be an authorized dealer/distributor for the chemicals proposed;
- b) The Contractor shall be able to provide service and regular maintenance for the dispensing equipment proposed; and
- c) The Contractor shall meet all federal and Virginia state guidelines for handling the cage washing detergents/chemicals proposed.

Firm shall provide proof of status as an authorized dealer/distributor if requested by VCU.

Firm shall discuss its proposed plan to offer service and maintenance for the proposed cage washing equipment.

Firm shall describe its efforts to meet any existing federal and Virginia state guidelines concerning the delivery and handling of the cage washing detergents/chemicals being offered.

V. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. **Written Proposals**: To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required**: As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations**: Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection**: Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

VI. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
 - 1. **Required Forms**: The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.
 - d) All forms must be executed by an official representative of the Offeror.
 - 2. **Hard Copy and Electronic Copy of Entire Proposal**
 - a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
 - b) One electronic copy (on a flash drive) of the entire proposal including all attachments and proprietary information.

VII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.

- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

Name of Contractor

Due Date

Time

Street or Box Number

RFP No.

City, State, Zip Code +4

RFP Title

Name of Contract/Purchase Officer or Buyer:

If a proposal is not clearly identified, the Contractor takes the risk that the proposal 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.

VIII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.

3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price. Offerors should provide pricing for the dispensing system fully installed and operational, and for the cage washing detergents delivered to the VCU storage area. If offering an equivalent to the brand names listed, please list the manufacturer and brand name. Quantities listed are estimates of annual use and may not reflect the actual amounts purchased by VCU.

Offerors shall provide prices for all items:			
Item	Unit Price	Quantity	Total Cost
Dispensing system	\$	12	\$
Acidulate 28	\$	1305 (gallons)	\$
Enviro Kleen	\$	750 (gallons)	\$
MB10	\$	5000 (1.5 mg tablets)	\$
Saniplex	\$	100 (cases)	\$
Total Cost for All Items			\$

VASCUPP Zone Map: Please refer to the link below to review the VASCUPP Zone Map. Below your pricing proposal, please identify by number which zones you are willing to service. Note Offeror must offer the same pricing as you have proposed herein to all zones serviced. Contracted Offeror(s) may add additional zones of service during the contract term at Offeror's discretion. If no zones are identified in your proposal as being excluded, the pricing provided will apply to all zones in the Commonwealth.

<https://vascupp.org/VASCUPPzonemap.pdf>

IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU 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 or other contractual opportunities.

Offerors must submit complete Appendix I (see section XXIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I - Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XIII. 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. 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 Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

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 solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: May 23rd, 2018 at 5PM EST.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVIII. 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 the 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.

XIX. CANCELLATION OF SOLICITATION

The University 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 reason why a particular proposal was not deemed to be the most advantageous.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

Qualifications and Experience	30%
Methodology/Approach	15%
Pricing Schedule	40%
SWaM Status/Utilization*	15%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

XXI. AWARD OF CONTRACT

- A. 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 selected offerors.

- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. 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.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXII. 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://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. APPLICABLE LAW 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 all applicable federal, state and local laws, rules 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). 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. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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 submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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 the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: 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 by the deadline for questions stated in this document. 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 (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

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.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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 one 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by 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. **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.

R. **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 equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically 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. Unless the Offeror clearly indicates in its

proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. 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.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. 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 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. 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 violation 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.

W. 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, or against faith-based organizations or any other basis prohibited by state law relating to

discrimination in employment. 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.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 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. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

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

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. 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 newly introduced during the term of the Agreement.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUTHORIZED USERS: Virginia Commonwealth University is issuing this solicitation in cooperation with other agencies and institutions. Virginia Commonwealth University is responsible for administering the program; therefore, correspondence should be directed to Virginia Commonwealth University. The Contractor shall provide a volume purchase report prior to contract expiration or renewal action.
- C. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- D. CERTIFIED TEST REPORT: Each Offeror shall provide a copy of a certified test report with their proposal. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.
- E. 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.
- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. 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.
- H. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 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 proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing 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.
- I. LIQUIDATED DAMAGES:

1. **LIQUIDATED DAMAGES: Goods and Nonprofessional Services:** It is understood and agreed by the Offeror that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified there will be a sum deducted, not as a penalty but as liquidated damages, the sum per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the Commonwealth, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.

- J. 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.
- K. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- L. PRICE ESCALATION/DE-ESCALATION: Price escalation may be permitted only at the end of this period and each renewal period thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- M. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- P. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for up to four (4) one (1) year renewal periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated

only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. USE OF RECYCLED MATERIALS: Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:
1. Do any of the goods offered contain recycled materials? ☐ Yes ☐ No
 2. If so, please qualify the recycled material content: _____
- S. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies 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 supplies 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. A copy of this warranty must be furnished with the proposal.
- T. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- U. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- V. GRAMM-LEACH-BLILEY ACT:
The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

W. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

XXIV. ATTACHMENTS:

See below

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals 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 the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By

(Signature): _____

Name Printed: _____

Title: _____

Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card. Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

_____ Commercial Card Payment (Wells Fargo VISA)

_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: _____
Name Printed: _____
Title: _____
Name of Firm: _____
Date: _____

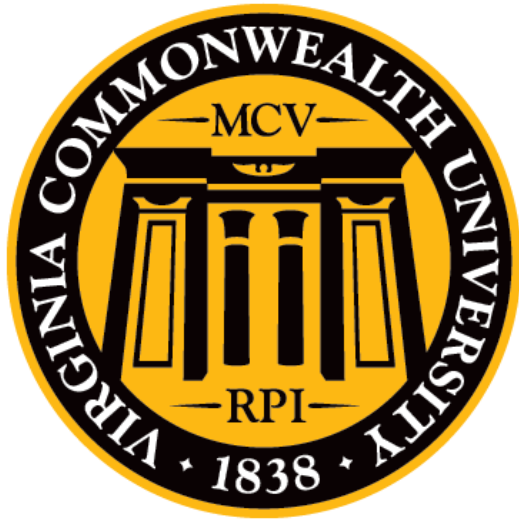
Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: _____
Title: _____
Mailing address: _____
Email address: _____
Phone number: _____
Fax number: _____



Quip Laboratories Cage Wash Proposal For Virginia Commonwealth University

Presented By:
Donna Monroe



Quip Laboratories Cage Wash Proposal For VCU



Table of Contents

1. Offer Form & Introduction
2. Dispensing System
3. Cage Wash Chemicals
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5. Experience & Qualifications
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7. Sustainability
8. Business Commitment & Appendix I
9. Invoicing & Payment Terms & Appendix II
10. Price Schedule & Appendix III
11. Initialed Copy of RFP
12. GHS-SDS Sheets
13. Product Data Sheets
14. Product Certification Reports
15. Quip Employment Policy & Warranty Info

Virginia Commonwealth University (VCU)
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284
Attention: Abigail Zaremba, Senior Buyer



Re: Cage Washing Services & Chemicals – RFP # 7832755AZ

Dear Ms. Zaremba,

Quip Laboratories, Inc. is committed to excellence in customer service, effectiveness in Biosafety, and preserving our environment with our commitment to green initiatives. Quip is uniquely qualified to assist you, completely and consistently, in the continuing subsequent ways:

1. Upgrade the cleaning and rinsing quality of the caging while reducing the overall cost of the operations. We are recommending the harmonization of products and services across all sites and when possible, the green initiative products will be discussed.
2. When applicable, we will install our MasterChem/Eclipse dispensing system to allow for Species Specific detergent formulation selection and data logging of chemicals used. This data is included in our monthly **LAS Report** (Laboratory Analytical Services).
3. Secure and guarantee the best pricing.
4. Provide a ready supply of products and provide **inside delivery** and maintain your facility's Biosafety, by following building entry order as well as your facilities established entry procedures.
5. Provide **MONTHLY** onsite visits with documentation of water quality, by a highly skilled team of Quip personnel to ensure the highest quality outcomes of using Biosafety products.
6. Provide documented training and implement on-going employee training.

In addition to information and pricing on the products and services, we have also provided information describing a wide range of our capabilities to serve as your BioSafety partner. This proposal represents the efforts and expertise of a team of people who truly share your commitment to safe, smooth, and effective operation of your facilities.

It is our sincere hope that the unique combination of our competitive pricing, wide range of services, and commitment to your satisfaction will make it as easy to choose *Quip Laboratories* as it will be for you to work with our team for many years to come.

We look forward to working closely with you and encourage you to call us for answers to any questions you may have about your facilities BioSafety or *Quip Laboratories*.

Sincerely,

Donna Monroe
Director of BioSafety & Engineering Services

Company Profile

Founded in 1985, *Quip Laboratories, Inc.* has consistently maintained its focus on developing and supplying Biosafety products and services for its clients that are both effective on the job, and gentle in the environment. Through this singular strategic commitment, *Quip Laboratories* has been able to set the standard for Biosafety quality within the Laboratory Animal Science industry.

Our products include specialty chemicals for environmental disinfection, equipment sanitation, and personal hygiene. Quip products are unique because they represent the achievement of our dual objective for every chemistry product we sell:

- ✓ ***Versatility***, for a range of uses, applications and settings.
- ✓ ***Eco-gentleness***, when used as directed to reduce our mutual carbon footprint.

As a company, *Quip* employs novel technologies that ensure our Biosafety products can be used as simply *and* safely as possible.

We compliment our innovative products with an array of professional services that clients have come to consider as essential adjuncts to their own capabilities. Some of these services include:

- The design, installation, calibration and maintenance of bulk storage and delivery systems.
- The design and manufacture of chemical application equipment.
- The planning, provision of decontamination services—including creating and leading training on new standard operating procedures for achieving and maintaining Biosafety
- The provision of environmental monitoring programs consisting of microbiological services provided by a degreed microbiologist and registered sanitarian.
- The provision for Quip's PurityGard System that treats animal drinking water to remove bacteria or biofilm build up in the supply water system using an EPA registered product for human and animal drinking water.

Quip products and services are delivered by a team of highly qualified, committed professionals that include; chemists; engineers; and trained field representatives that deliver our products and services with seasoned experience, sincere interest in our clients' processes, and high quality standards.

Quip customers have come to rely on tailored Biosafety programs customized to meet their unique needs. These programs include in-line validation to verify effective cleaning, customized product selection and documented application procedures. Such customization enables *Quip* to crosscheck and ensure, without equivocation, that products and methods are properly chosen, safely used, maintained and documented.

Our 30,000 ft² facility, located at 1500 Eastlawn Avenue in Wilmington, Delaware, houses our Administrative, Research & Development, Quality Control, Production and Shipping departments. We welcome both onsite and website visits (www.quiplabs.com).

We are devoted to our mission of identifying, creating and delivering innovative chemistries that work in the safest, easiest to implement, and most eco-gentle fashion.

SECTION 1.

Dispensing System

Dispensing Equipment

Quip Laboratories MasterChem/Total Eclipse Systems:

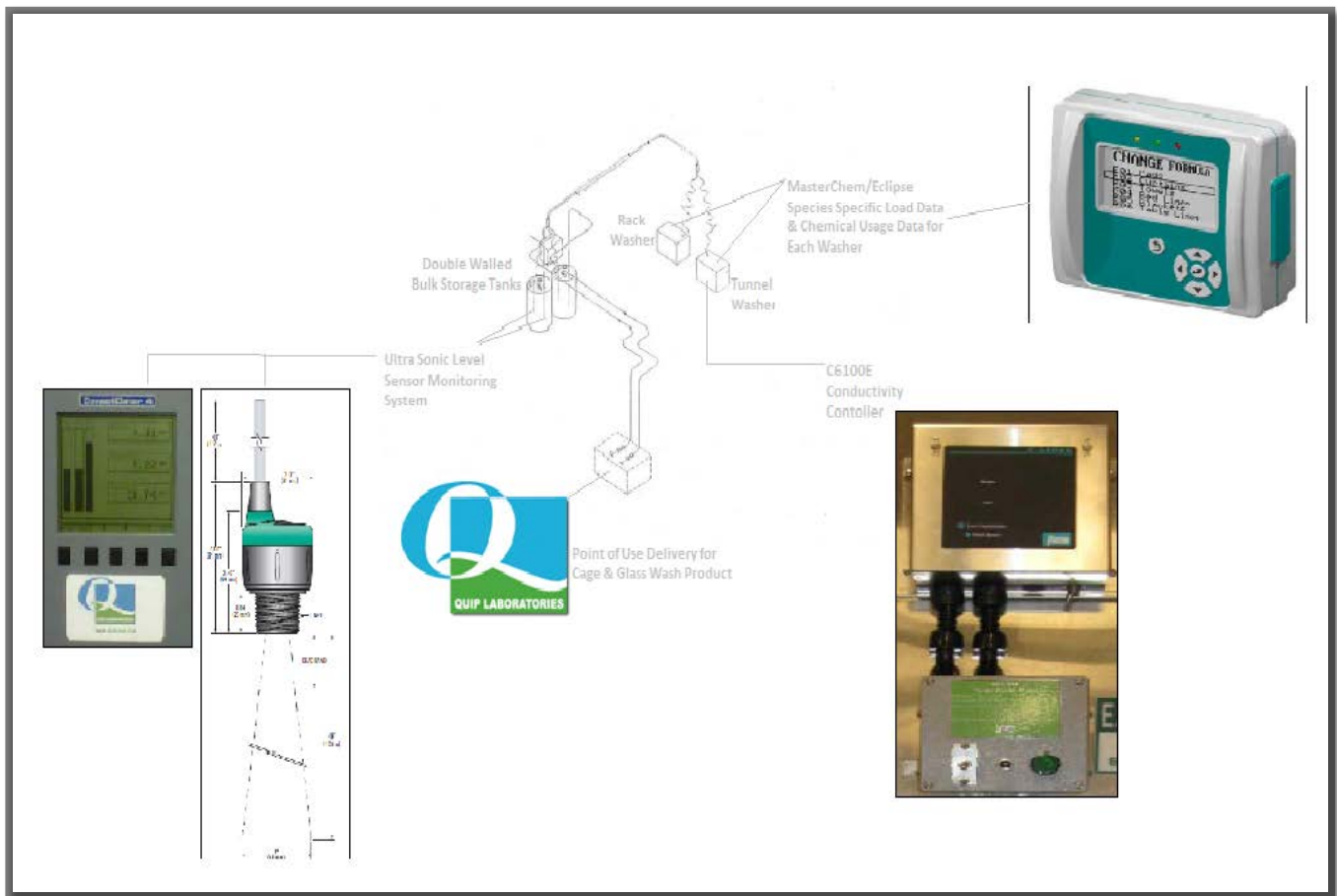
These unique chemical control systems allow Quip to control the chemical doses to the equipment by increments of $1/10^{\text{th}}$ of an ounce. Quip Laboratory's technicians can provide multiple formulations that allow total control of the chemical dispersal so that the least amount of chemical can be used to attain the desired cleaning and sanitation results.

The system records not only the exact amount of chemical dispensed but the number of times the equipment was run and which formulas were used as well as the number of times each formula was used during the time frame between when the water quality reports are generated. This data is provided and discussed with facility staff during our monthly service visits.

Alterations to the programmed formulations can be done almost instantaneously by the on-site technician, allowing for immediate response to changes in the type of equipment being processed, and changes in incoming water supplies thus providing economy of chemical use.

As a part of our *Laboratory Analytical Services*, *Quip Laboratories* will maintain all *Quip* owned equipment, chemical storage tanks, chemical dispensing systems (pumps), chemical feed lines, and chemical sensing equipment (probes) through routine preventative maintenance.

- ✓ **Value Added** – This would include inspection of equipment on a monthly basis, replacement of peristaltic pump tubes on a scheduled basis, as well as emergency response as required. All maintenance performed will be documented along with the performance testing results.



Concentration Controller for Tunnel Washer:

- ☐ Accurate Digital Control
- ☐ Readout of Actual Solution Strength
- ☐ Automatic Pulse Feed
- ☐ Temperature Compensation
- ☐ Automatic Overfeed Protection
- ☐ Heavy Duty Relay Output
- ☐ Universal Voltage 24/115/208/230 VAC



MasterChem/Eclipse Formula Editor

Formula Editor - YALE-SHMB RW.SUP

File Edit Tools Help

Set-up Summary Control Set-up Pump Set-up Standard Formulas Event Set-up Group Select Occurrence

Controller Settings

Account: RW Configure Flush: Non-Flush Cycle Time: 0 Minutes

Mode: Standard Flush Time: 0 Seconds AFS Trigger: 5

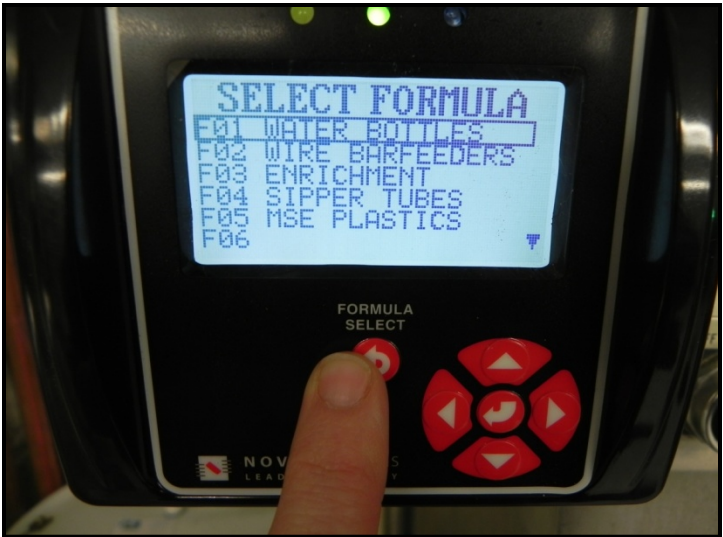
User Prime: Disabled Filter Time: 10 Seconds Units: SAE/Imperial

Pump Settings

Pump 1	AD 45C	16.85	per gallon	Pump 5		0.00	per gallon
Pump 2	ACIDULATE	16.64	per gallon	Pump 6		0.00	per gallon
Pump 3	EK500N	10.32	per gallon				
Pump 4	EK100	12.49	per gallon				

Formulas

F01	NHP RACK	F06	BOTTLE RACKS	F11		F16	
F02	RABBIT RACK	F07	PLASTIC WARE	F12		F17	
F03	RODENT	F08	GREASE SOIL	F13		F18	
F04	GP RACKS	F09	RINSE CYCLE	F14		F19	
F05	PAN RACKS	F10	SERVICE CYCLE	F15		F20	



Formula Editor - YALE-SHMB RW.SUP

File Edit Tools Help

Set-up Summary Control Set-up Pump Set-up Standard Formulas Event Set-up Group Select Occurrence

Controller Settings

Account: RW Configure Flush: Non-Flush Cycle Time: 0 Minutes

Mode: Standard Flush Time: 0 Seconds AFS Trigger: 5

User Prime: Disabled Filter Time: 10 Seconds Units: SAE/Imperial

Pump Settings

Pump 1	AD 45C	16.85	per gallon	Pump 5		0.00	per gallon
Pump 2	ACIDULATE	16.64	per gallon	Pump 6		0.00	per gallon
Pump 3	EK500N	10.32	per gallon				
Pump 4	EK100	12.49	per gallon				

Formulas

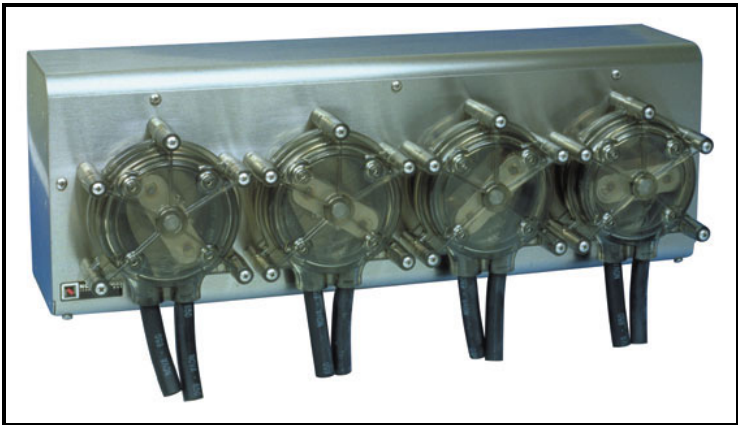
F01	NHP RACK	F06	BOTTLE RACKS	F11		F16	
F02	RABBIT RACK	F07	PLASTIC WARE	F12		F17	
F03	RODENT	F08	GREASE SOIL	F13		F18	
F04	GP RACKS	F09	RINSE CYCLE	F14		F19	
F05	PAN RACKS	F10	SERVICE CYCLE	F15		F20	

File Edit Tools Help

Set-up Summary Control Set-up Pump Set-up Standard Formulas Event Set-up Group Select Occurrence

Pump Names and Costs

	Chemical Name (up to 15 characters)		Cost Per Volume
Pump 1	AD45C	-	16.85 per gallon
Pump 2	ACIDULATE	-	16.64 per gallon
Pump 3	EK500N	-	10.32 per gallon
Pump 4	EK100	-	12.49 per gallon
Pump 5		-	0.00 per gallon
Pump 6		-	0.00 per gallon



MasterChem/Eclipse Dispensing Pumps

Activity Log Report

Account: **Quip Customer**

Machine: SW 6200-RW

Time Stamp Formula T1 T2 T3 T4 T5 T6 . P1 P2 P3 P4 P5 P6 P7 P8 Flush

2000-01-01 00:08:20 F01 0 0 0 0 1 0 0 0 0 0 0 0 0 0 0

2000-01-01 00:08:41 F01 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

2000-01-01 00:09:13 F01 1 1 1 0 0 0 0 0 0 0 0 0 0 0 0

2000-01-01 00:09:33 F01 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Productivity Report

Account: **Quip Customer**

Machine: SW 6200-RW

Report From: 2011-01-13

To: 2011-01-13

#	Formula	Total Loads	Stopped Loads	Incomplete Loads	Total Weight	Stop / Incmpl. Weight	*Chem. Cost	*Chem. Cost / 100 Wgt.
1	1 RODENT RACK	3	0	0	0	0	5.87	0.00
2	2 RABBIT RACK	0	0	0	0	0	0.00	0.00
3	3 NHP RACK	0	0	0	0	0	0.00	0.00
4	4 GP RACKS	0	0	0	0	0	0.00	0.00
5	5 PAN RACKS	0	0	0	0	0	0.00	0.00
6	6 BOTTLE RACKS	0	0	0	0	0	0.00	0.00
7	7 PLASTIC WARE	0	0	0	0	0	0.00	0.00
8	8 GREASE SOIL	0	0	0	0	0	0.00	0.00
9	9 RINSE CYCLE	0	0	0	0	0	0.00	0.00
10	10SERVICE_CYCLE	0	0	0	0	0	0.00	0.00

#	PUMP	Amount (GAL)	*Chem. Cost
1	GLPC-7	0.28	5.87
2		0.00	0.00
3		0.00	0.00
4		0.00	0.00
5		0.00	0.00
6		0.00	0.00

Diagnostic Report

Account: **Quip Customer**
Machine: SW 6200-RWReport From: 2011-01-13
To: 2011-01-13

USER PRIME	GLPC-7	P2	P3	P4	P5	P6	P7	P8
Amount	0	0	0	0	0	0	0	0

1-RODENT RACK	GLPC-7	P2	P3	P4	P5	P6	P7	P8
Amount A	3	0	0	0	0	0	0	0
Amount B	0	0	0	0	0	0	0	0
Amount C	0	0	0	0	0	0	0	0

2-RABBIT RACK	GLPC-7	P2	P3	P4	P5	P6	P7	P8
Amount A	0	0	0	0	0	0	0	0
Amount B	0	0	0	0	0	0	0	0
Amount C	0	0	0	0	0	0	0	0

3-NHP RACK	GLPC-7	P2	P3	P4	P5	P6	P7	P8
Amount A	0	0	0	0	0	0	0	0
Amount B	0	0	0	0	0	0	0	0
Amount C	0	0	0	0	0	0	0	0

Formula Report

Formula Report

Account: **Quip Customer**

Machine: SW 6200-RW

Report From: 2011-01-13

To: 2011-01-13

RED = Count Pump

1-RODENT RACK	COST: 1.96	DEFAULT WEIGHT: 0
PUMPS	GLPC-7	P2 P3 P4 P5 P6 P7 P8
DELAY	0	0 0 0 0 0 0 0
QTY A OZ	12.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
QTY B OZ	0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
QTY C OZ	0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00

2-RABBIT RACK	COST: 7.33	DEFAULT WEIGHT: 0
PUMPS	GLPC-7	P2 P3 P4 P5 P6 P7 P8
DELAY	0	0 0 0 0 0 0 0
QTY A OZ	0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
QTY B OZ	0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
QTY C OZ	0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00

Settings Report

Account: **Quip Customer**

Machine: SW 6200-RW

Report From: 2011-01-13

To: 2011-01-13

OPERATION MODE	STANDARD
UNITS-MEASURE	SAE/IMPERIAL (LB/OZ)
TRIGGER FILTER	2 SECONDS
PUMP INTERFACE	NON-FLUSH P.I.
FLUSH TIME	0 SEC
CYCLE TIME LIMIT	0 MIN
USER PRIME	DISABLE
AFS TRIGGER	5

#	PUMP	CALIB. IN OZ/MIN	COST/GAL	TUBE CHANGE DATE
1	GLPC-7	46.5	20.86	2011-01-13
2		0.0	0.00	2010-01-01
3		0.0	0.00	2010-01-01
4		0.0	0.00	2010-01-01
5		0.0	0.00	2010-01-01
6		0.0	0.00	2010-01-01
7		0.0	0.00	2010-01-01
8		0.0	0.00	2010-01-01

**Data Logging
Reports by
Washer**

SECTION 2.

CAGE WASH CHEMICALS

Cage Wash Chemicals

Quip Laboratories has a wide array of cage wash detergents to meet all of your BioSafety needs. Our unique formulations are compatible with, and can be used safely and efficiently for all types of caging.

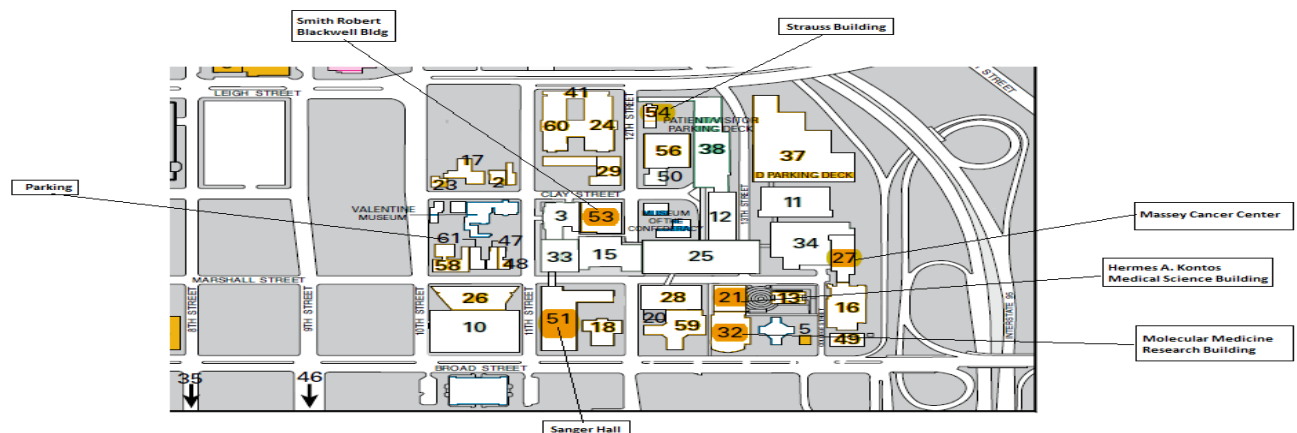
The following cage wash chemicals are currently being utilized at VCU:

PRODUCT	DESCRIPTION
ACIDULATE 28	Acidulate 28 is a blend of citric and selected organic acids, with special wetting agents and detergents, specifically designed for the removal of urine deposits. Blend of organic acids, designed to immediately penetrate and dissolve urine and mineral scale deposits. It is designed for use in recirculating spray washers. Acidulate 28 is free rinsing and will not leave streak forming residue. Applications: Primary cleaner in Tunnel Washers. - Descaler in Rack Washer for NHP, Rabbit and other Special Cycles
ENVIRO-KLEEN 100	Enviro-Kleen 100 is a chemically balanced, phosphate-free cleaning compound, designed specifically for use in recirculating spray washing systems. It is effective in hard or soft water, and is safe to use on stainless steel, plastics, and glass.
WWN-1	WWN-1 is a highly alkaline liquid caustic that will raise the pH of acidic solutions of Acidulate 150, Acidulate 28, Acid 50-W , and others. WWN-1 is a highly concentrated Sodium Hydroxide alkaline product designed to efficiently neutralize acid solutions in re-circulating washers and tunnel washers. Acid solutions can be made non-corrosive by the use of WWN-1. Applications: pH neutralizer after Acid cycles in rack washer.

The following chlorine dioxide product is currently being utilized at VCU:

PRODUCT	DESCRIPTION
MB-10 Tablets EPA Reg. No. 70060-19-46269 Patent: 6,699,404	This powerful, triple-threat compound has proven its ability for microbiological control, disinfection, sanitation, and pollutant oxidation. Sanitizes, disinfects, and sterilizes equipment and facility surfaces where corrosiveness is not an issue.

Map of Campus Locations for Delivery and Service



Current Locations for Cage Wash Detergent Dispensing, Products, & Delivery

# On Map	Building	Address	Species	TW	RW	Bulk Tanks/Size	Drums/Size	Products
27	Massey	401 College St, Richmond, VA 23298	Rodents	1 (small)	-	150	-	AD28
						150	-	EK100
32	MMRB – Molecular Medicine Research Building	1220 E Broad St, Richmond, VA 23298	Rodents	1	1	*	-	AD28
						*	-	EK100
						*	-	WWN1
21	MSB	1217 E Marshall St, Richmond, VA	Rodents	-	1	150*	-	AD28
						150*	-	EK100
						150*	-	WWN1
51	Sanger	1101 E Marshall St, Richmond, VA 23298	Rodents	1	1	150	-	AD28
						150	-	EK100
						150	-	WWN1
-	Vacom	1101 E Marshall St, Richmond, VA 23298	Rodents		1	-	30 Gal	Aquelyn 7 Plus
53	Blackwell/Smith	410 N 12th St, Richmond, VA 23298	Rodents	1	1	150		AD28
						150		EK100
						150		WWN1

*MMRB & MSB share bulk tanks that are located in MSB

SECTION 3.

CONTRACTOR REQUIREMENTS

Contractor Requirements

Quip Laboratories, Inc. manufactures and blends all chemicals in house at our 30,000 ft² facility in Wilmington, DE. All VCU equipment will be inspected during the servicing of Quip owned equipment, and any noticed mechanical or physical problems will be reported to appropriate VCU personnel while the Quip Representative is on site.

Chemical Fill/Delivery Service

Quip Laboratories' trained personnel will provide delivery and transfer service to fill all of our bulk chemical storage tanks directly from **DOT Exempt Shipping Containers**.

Quip Laboratories will maintain all detergent containers with proper signage, and labeling to meet OSHA, EPA, and DEP requirements.

Preventive Maintenance Reports

During the monthly scheduled visit, our representative will perform preventive maintenance on detergent pumps and document this work. If a repair is out of the scope of work of our field technician, our engineering staff will be contacted. VCU's staff will be kept informed regarding the scheduled time for Quip Laboratories' response.

If a cleaning problem occurs, *Quip Laboratories'* Sales Support staff will work on the resolution of the problem until a level of "clean" is achieved that meets VCU's standards.

- ✓ **Value Added Services** conducted by *Quip Laboratories, Inc.* will be by appointment at a regular visit. Our routine monthly service will focus on water qualities of the alkaline and acid washes, rinse, and final rinse.

Quip Sales Support personnel will be looking to maintain these water qualities within established parameters for cleaning validation. An electronic **Laboratory Analytical Service Report (LAS)** is completed and signed/accepted by a designated VCU representative. The electronic report will be emailed to VCU on the day the service is performed. The LAS Report includes observations and recommended actions is generated and e-mailed to the designated representative as directed by VCU.

LABORATORY ANALYTICAL SERVICE QUALITY CONTROL REPORT							
						COPY DISTRIBUTION:	
ACCOUNT#	CONTRACT#	DATE-IN	TIME-IN	DATE-OUT	TIME-OUT		
PLEASE CHECK APPROPRIATE OPTION: (*** for Follow-Up Required) (**** for Re-Occurring Follow-Up)							
PROCEDURES		<input type="checkbox"/>	<input type="checkbox"/>	ACID CONCENTRATION		<input type="checkbox"/>	<input type="checkbox"/>
SAFETY		<input type="checkbox"/>	<input type="checkbox"/>	DETERGENT CONCENTRATION		<input type="checkbox"/>	<input type="checkbox"/>
TRAINING		<input type="checkbox"/>	<input type="checkbox"/>	DISPENSING EQMT. INSPECTION		<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENT SANITATION		<input type="checkbox"/>	<input type="checkbox"/>	MISC. CLEANING SYSTEMS		<input type="checkbox"/>	<input type="checkbox"/>
CUSTOMER EQMT. INSPECTION		<input type="checkbox"/>	<input type="checkbox"/>	OTHER SERVICE		<input type="checkbox"/>	<input type="checkbox"/>
ATTACHMENTS:							
CIP PERFORMANCE CHECK	<input type="checkbox"/>	INVENTORY CONTROL	<input type="checkbox"/>	SUGGESTED ORDER	<input type="checkbox"/>	OTHER ATTACHMENTS	<input type="checkbox"/>
TEST RESULTS							
CONTROL TESTS	SAMPLING POINT					CONTROL LIMITS	
CONDUCTIVITY						MIN.	MAX.
PH							
ALKALINITY							
CYCLE							
PROGRAM							
PRODUCT							
TEMPERATURE							
OBSERVATIONS:							
CUSTOMER SIGNATURE:				QUIP LABORATORIES REPRESENTATIVE:			



EQUIPMENT INSPECTION REPORT

1500 Eastlawn Ave
Wilmington, DE 19802
1-800-4242436
www.quiplabs.com

CUSTOMER INFORMATION					COPY DISTRIBUTION	
FACILITY INFO		WASHER TYPE (CHECK ONE)			DATE	
BLDG#	BUILDING	RACK	TUNNEL	CABINET		
PLEASE CHECK THE APPROPRIATE BOX AND FILL IN DATES WHERE NEEDED ANY ITEM CHECKED NO WILL REQUIRE ADDITIONAL INFORMATION NOTED IN THE OBSERVATION/RECOMMENDATION SECTION BELOW.						
MASTER CHEM				PROBE CONDUCTIVITY		
		YES	NO		YES	NO
J Cable Connection is Secure				Connections at Wall are in Place		
Running Correct Formula with Washer				No Visible Calcification Forming		
Signal is Activating Pumps				No Visible Leaking Around Probe		
Digital Display Visibly Operational				No Visible Corrosion Occurring		
PUMPS & TRANSFER LINES						
PUMPS		YES	NO	Supply Lines	YES	NO
Observed Pumps Running Properly				OK Near Steam Pipes		
Pump Tube Connection Inlet & Outlet OK				Lines are Not Visibly Kinked		
Pump Tubes are Well Lubricated				Supply Line Integrity OK		
Annual - Last Pump Tube Change Date:				Pump Tube Change Due:		
TANKS & DRUMS						
Tank & Stand - Outside		YES	NO	Tank & Stand - Inside	YES	NO
No Visible Cracks or Damage				Product has Clarity (Not Cloudy)		
No Visible Leaks				No Visible Soils or Hair		
Area is Clear Around/Under Tanks				Line Feeds Submerged in Solution		
No Products Stains or Standing Chem.				Side Walls of Tank are Clean		
CONCENTRATION CONTROLLER						
MODEL#:		Controller Box			YES	NO
	C6100E	Power Light is on				
	C7000	Digital Display is Visibly Working				
OTHER		Current Display Reading				
OBSERVATIONS/RECOMMENDATIONS						
CUSTOMER SIGNATURE				QUIP LABORATORIES, INC REPRESENTATIVE		

SECTION 4.

QUIP LABS EXPERIENCE & QUALIFICATIONS

Experience & Qualifications

References (3)

1. Yale University
2. Stanford University
3. Johns Hopkins University

List of Institutions of Higher Education with which Quip has a signed term contract:

- » Florida Atlantic University
- » Georgia Health Science University
- » Georgia State University
- » Johns Hopkins University
- » New York University
- » Rockefeller University
- » SUNY
- » University of California (Davis, Irvine, Riverside, San Diego, San Francisco)
- » University of Florida
- » University of Kentucky
- » University of Louisville
- » University of Maryland
- » University of Miami
- » Vanderbilt University
- » Wake Forest University Medical Center
- » Yale University

Participation in VASCUPP

Quip Laboratories, Inc agrees to participate in the VASCUPP Program for all zones

Recycled Materials

1. Do any of the goods offered contain recycled materials? **Yes**
2. If so, please qualify the recycled material content: Chemical drums

SECTION 5.

**OTHER RELATED
GOODS & SERVICES**

Other Related Goods & Services

In addition to cage wash chemicals, *Quip* would like recommend the following products:

PRODUCT	DESCRIPTION	VCU's CURRENT APPLICATION
Quiptrol 3000 EPA Reg. No: 75757-2-46269	<i>QUIPTROL 3000 – Cold Water Technology – Rack &/or Tunnel Washer:</i> Ready-to-Use chlorine dioxide concentrate that can be applied to water by means of a simple chemical feed pump. Reduce your energy consumption with a biocide that works at room temperature. Now you can maintain – and even improve – biosafety while reducing energy to heat wash water. Increases sanitation effectiveness and significantly decreases operating expenses – as well as your organization's carbon footprint.	Currently working with VCU facilities to incorporate Quiptrol 3000 into the cage washers to allow VCU to discontinue using steam in the machines to achieve sanitation if so decided.
Sani-Plex 128M EPA Reg. No: 10324-155-46269	A multi-purpose, neutral pH, germicidal detergent. Disinfectant, Cleaner, Mildewstat, Fungicide, Virucide. For Commercial, Institutional, and Industrial Use. Suitable for use in Veterinary Areas. This product cleans and disinfects in one step with no rinsing required.	Quip is currently providing Sani-Plex 128M to VCU in a 55 gallon drum with an automatic dispensing system. This system allows VCU staff to fill 1 gallon containers and distribute them throughout all facilities. This system reduces the disposable containers needed and significantly reduces the cost per gallon.

Other Related Goods & Services

Quip Laboratories is currently providing SaniPlex 128M to VCU facilities for disinfecting floors and walls. We are providing this product in 55 gallon drums with an automatic dispensing system which allows VCU staff to fill 1 gallon containers to be distributed throughout the facilities. This system reduces the disposable containers needed and reduces the cost per gallon significantly.

Quip Laboratories is presently working with the facilities to incorporate Quiptrol 3000 (a unique sanitizing agent) into the cage washers. This product will allow VCU to discontinue using steam in the cage wash machines to achieve sanitation, if desired. The potential for ongoing savings for the University is substantial.

Quip Laboratories provides sanitation and safety training to staff on an as needed basis. The training includes the proper use of chemicals provided by Quip Laboratories, the proper application usages as well as the safety data involved with the use of the chemicals.

The facility management simply requests training by the Quip Laboratories representative and schedules a date and time. The training is free of cost to the facility and there are no limits to the amount of training sessions that can be scheduled.

In addition to cage wash chemicals and other related products currently being supplied to VCU, *Quip* would like to recommend the following cleaners/disinfectants for use at each site:

PRODUCT	DESCRIPTION
QUIPTROL 3000	<i>Animal Drinking Water Treatment (replaces other treatment methods):</i> Quiptrol 3000 is pure chlorine dioxide in water – the latest in biosafety technology. Controls microbes, disinfect and sanitize water supplies in one-step with Quiptrol 3000 pumped directly into any system. Removes bio-films by penetrating and destroying resident microorganisms safely, quickly and simply.

SECTION 6.

SUSTAINABILITY

Sustainability

Quip Laboratories, Inc. presently provides inside bulk chemical deliveries for larger facilities while smaller facilities that do not have the space for bulk containment have their chemical barrels changed by Quip personnel, thus eliminating VCU personnel from coming into contact with cage washing chemicals and reducing the disposal of chemical containers.

Bulk containment also reduces the amount of deliveries necessary to maintain chemical supplies as well as the need to store chemicals on-site for supply back up.

Quip's products are phosphate-free, reducing the negative impact of chemicals on the water system from the discharge.

SECTION 7.

Appendix I

SMALL, WOMEN-OWNED & MINORITY-OWNED BUSINESS COMMITMENT

Appendix I

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals 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 the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.

Not known at this time

Commitment for utilization of DSBSD SWaM Businesses:

Unknown % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Derek Wood

Email: Derek@quiplabs.com

Phone: 302-761-2600

Firm: Quip Laboratories, Inc

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By

(Signature):

Name Printed: Donna Monroe

Title: Director of BioSafety & Engineering Services

Email: Donna@quiplabs.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

SECTION 8.

Appendix II

INVOICING & PAYMENTS

Appendix II

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

DM 6/8/18

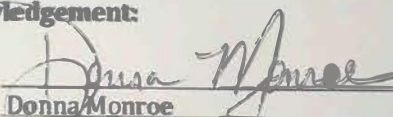
Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card. Questions regarding this method of payment should be sent to command@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

_____ Commercial Card Payment (Wells Fargo VISA)
X _____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: 
Name Printed: Donna Monroe
Title: Director of BioSafety & Engineering Services
Name of Firm: Quip Laboratories, Inc
Date: 6/8/18

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Derek Wood
Title: Director of Administration & Operations
Mailing address: 1500 Eastlawn Ave
Wilmington, DE 19802
Email address: Derek@quiplabs.com
Phone number: 302-761-2600
Fax number: 302-761-2611

DM 6/8/18

SECTION 9.

PRICE SCHEDULE & Appendix III

Price Schedule

Chemical Pricing:

Dispensing system	\$ No Charge	12	\$ No Charge
Acidulate 28-IBC	\$16.86/gal	1305 (gallons)	\$22,002.30
Enviro Kleen-IBC	\$15.38/gal	750 (gallons)	\$11,535.00
MB10	\$3.43/tab	5000 (1.5 mg tablets)	\$17,150.00
Saniplex	\$111.52/Case	100 (cases)	\$11,152.00

AD028-5GAL	ACIDULATE 28	5 Gal	\$26.80	\$16.86
AD028-30GAL		30 Gal	\$22.62	\$22.62
AD028-IBC		BULK	\$ 18.75	\$ 16.86
EK100-30GAL	ENVIRO-KLEEN 100	30 Gal	\$24.56	\$24.56
EK100-IBC		BULK	\$ 19.58	\$ 15.38
WWN01-IBC	WWN-1	BULK	\$ 11.57	\$ 9.52
MB-10 TABLETS		1.5 GRAM 300 TABLETS/CASE	\$ 1,029.63	
MB-10 TABLETS		6 GRAM 160 TABLETS/CASE	\$ 1,135.34	

Equipment Pricing:

Bulk Tanks	No Charge
Bulk Tank Stands	No Charge
Pumps	No Charge
Tubing	No Charge
Concentration Controller	No Charge
Chemical Dispensing Unit	No Charge

Other Goods/Services Pricing:

PRODUCT CODE	PRODUCT	SIZE/DESCRIPTION	LIST PRICE/GAL	VCU PRICE/GAL
SP128M-55GAL	SANI-PLEX 128M	55 GALLON DRUM	\$ 29.30	\$24.14
SP128M-Case		Case(4 x 1) Gal	\$33.84	\$27.88
QTR30-30GAL	QUIPTROL 3000	30 GALLON DRUM	\$29.48	\$29.48

APPENDIX III

EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

[illegible]

DM 6/8/18