

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTG-2308-2025

This contract entered into this 11th day of July 2024 by BioRad Laboratories Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

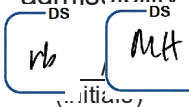
SCOPE OF CONTRACT: The Contractor shall provide Research and Scientific Equipment, Supplies and Related Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From August 1, 2024 through July 31, 2026 with the option for four (4) two-year renewals.


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

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 952642405 dated March 27, 2024, together with Addendum Number 1 To RFP dated April 16, 2024, the proposal submitted by the Contractor dated May 16, 2024 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and

admissibility  
DS DS  
  
...itit...

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

Contractor  
By:  \_\_\_\_\_  
(Sig) C81621CDFB4D4C6...  
Roselyn Boston  
\_\_\_\_\_  
Name and Title  
Customer Service Supervisor

Virginia Tech  
By:  \_\_\_\_\_  
45C0F5F337E04D0...  
Mary W. Helmick  
Director of Procurement



Request for Proposal # 952642405

For

Research and Scientific Equipment, Supplies and  
Related Services

March 27, 2024

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

RFP # 952642405, Research and Scientific Equipment, Supplies and Related Services

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until **May 2, 2024 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231- 7852 e-mail: [lhenry29@vt.edu](mailto:lhenry29@vt.edu) . All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 12, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu). It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

9/29/2021

**[INCLUDE THIS PAGE]**

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish term contracts to provide research equipment, supplies and related services through competitive negotiations on behalf of member institutions of The Virginia Higher Education Procurement Consortium (VHEPC) and executed by the Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

VHEPC member institutions regularly purchase a wide variety of research items to carry out their mission. These items include, but are not limited to research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services.

**If your firm currently has an existing cooperative contract with a Virginia State Entity you do not need to respond to this solicitation. This is to avoid duplication of contracts among the VASCUPP members. If you have an existing cooperative contract please notify the Contract Officer listed in this solicitation and a bridge agreement may be established to increase visibility of that contract at Virginia Tech. The purpose of this solicitation is to provide opportunities to vendors who do not have an existing term contract with the Commonwealth of Virginia.**

II. VIRGINIA HIGHER EDUCATION CONSORTIUM (VHEPC)

By utilizing strategic sourcing principles and the collective buying power of Virginia's Higher Education institutions, the Virginia Higher Education Procurement Consortium seeks to identify opportunities, leverage vendors, and recommend courses of action in order to further the strategic sourcing initiatives of the member schools. Founding membership includes 12 senior Virginia Public Higher Education institutions, as well as the Virginia Community College System. In 2016, VHEPC welcomed an additional school to the fold bringing the total membership to 13 senior Colleges and Universities. The PAC agreement included in attachment C will be incorporated into any awarded contracts from this solicitation as a result of this participation.

III. LEAD INSTITUTION (VIRGINIA TECH)

Virginia Tech is serving as the lead institution for the procurement of the Request for Proposal. All communications should be strictly with the Contracting Officer of the lead institution. Contacting other institutions within the VHEPC to inquire or solicit information relating to this RFP will result in a firm's proposal being rejected.

IV. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

V. CONTRACT PERIOD:

The term of this contract is for two year(s), or as negotiated. There will be an option for four (4) two-year renewals, or as negotiated.

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

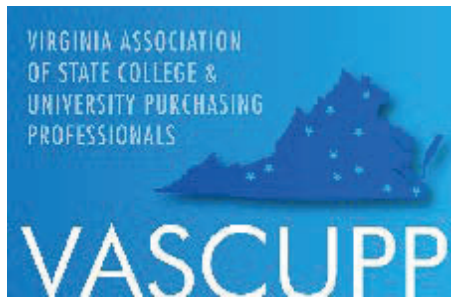
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods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

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

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

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

VII. CONTRACT PARTICIPATION:



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

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

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

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. Virginia Tech desires to partner with contractors to provide quality research equipment, supplies, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories they can provide. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel.
- B. Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination). Pricing may be adjusted downward at any time and upward annually to reflect changes in manufacturers pricing. Contractor must provide full price files to Virginia Tech in either Access or Microsoft Excel to support price increase requests. Virginia Tech has 30 days to review price increase requests and reserves the right to challenge increases based on CPI or other relevant market data.
- C. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.
- D. Addition of new lines of products and services: It is important to have the flexibility in this contract to allow for future events that add value to the relationship. Examples include, but are not limited to, the addition of products and services that are new to the marketplace; the addition to the distribution chain of a new supplier and the acquisition of a complimentary company.
- E. Volume and Growth Incentives: In order to support the growth of the partnership, we look for preferred suppliers to provide financial incentives, payable to the institution at the close of each contract year.
- F. Substitutions of alternate items of products ordered are only allowed with Virginia Tech's prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.
- G. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance.
- H. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from

the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

- I. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.
- J. Minimum Order: There shall be no minimum order requirement.
- K. Additional Charges: The Contractor shall not add additional fees except as allowed by contract terms.

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and envisioned company changes including planned technological advances and acquisitions.
2. If applicable, provide the link to your complete electronic catalog containing all available items being offered. Include published price list or instructions on how to access published price list electronically.
3. List all contact information for ordering, invoicing, customer service, etc.
4. Describe experience in working with various departments at educational institutions similar to Virginia Tech. Include method of collaboration for individual orders.
5. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination.** Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.
6. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
7. Describe return policy and identify any associated costs. Any costs to be specified in Attachment B Pricing Schedule.
8. Describe the process for replacement of defective, broken, or damaged items.
9. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.
10. Identify any other goods or services being offered to Virginia Tech and associated costs as specified in Attachment B Pricing Schedule.



11. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov/>

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Bonfire online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. Proposal Preparation:

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

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

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page,



the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

X. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

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

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

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

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

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

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.
- C. Levi Henry, Buyer Senior, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions  
Attachment B – Pricing Schedule  
Attachment C – PAC Agreement

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See: [http://procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_09242021.pdf](http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_09242021.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other 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.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL EMAIL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

## **SPECIAL TERMS AND CONDITIONS**

- 1. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech 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.
- 2. ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

**3. INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

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

- 4. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended,

or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

5. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
6. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the Proposal/Bid for each chemical and/or compound offered. Failure on the part of the offeror/bidder to submit such data sheets may be cause for declaring the Proposal/Bid as nonresponsive.
7. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
8. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. 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 Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the 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 adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

9. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.



- 10. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 11. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
- 12. 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 Virginia Tech by any other clause of this solicitation.



## Attachment B

### Pricing Schedule

The offeror shall provide pricing for all proposed categories and/or items for research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample shall be used: Category/Item, Manufacturer, and Discount Off List Price.

<b>Category/Item</b>	<b>Manufacturer</b>	<b>Discount off List Price</b>

**Attachment C**  
**AGREEMENT**  
**PUBLICLY ACCESSIBLE CONTRACT**

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], (“the University”) and [Supplier NAME] (“Supplier”).

**TERM**

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

**WITNESS**

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
  - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
  - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
  - C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
  - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.
  
- II. The University will ensure the Consortium:
  - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
  - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.
  
- III. Payment
  - A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31<sup>st</sup> of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

- B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

Note 'PAC payment' on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]  
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]  
[Supplier]  
[Address]  
Email: [\[Supplier\]](#) Email]

## ACCEPTANCE

**For [Lead Institution]**

**For [Supplier]**

\_\_\_\_\_  
[Lead Procurement Director]  
[Lead Job Title]

\_\_\_\_\_  
[Supplier Contact]  
[Supplier Contact Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement #: [Contract-Number]-PAC



**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
PROCUREMENT DEPARTMENT**

**ADDENDUM NO. 1**

**DATE:** April 16, 2024  
**TO:** All Offerors  
**FROM:** Levi Henry, Contracting Officer  
**TOTAL PAGE(S):** 1 Page (not including attachments)  
**SOLICITATION TITLE:** Research and Scientific Equipment, Supplies and Related Services  
**SOLICITATION NUMBER:** 952642405

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**I. CLARIFICATIONS AND ADDITIONAL INFORMATION**

The deadline for proposal submission has been extended from May 2, 2024 @ 3:00 PM EST to **May 16, 2024 @ 3:00 PM EST**.

**II. REQUESTS FOR INFORMATION**

1. Is free shipping a requirement or can we propose FOB Shipping, pre-paid and added?

*Virginia Tech Response: Free shipping is preferred. However, if this is not possible, FOB Destination Pre-paid and added can be accommodated.*

2. Is it a requirement to use eVA?

*Virginia Tech Response: Any offerors that are awarded a contract shall be required to be eVA registered.*

3. Is it a requirement for us to accept the PAC? If it is, is the PAC language negotiable?

*Virginia Tech Response: VHEPC has seen great success with Publicly Accessible Contracts over the last four years, in terms of wider contract adoption and increased revenue for our vendors, and PAC fees for our members and the consortium itself. However, it is not a requirement to accept the PAC, and the PAC language is negotiable.*

4. What is the projected value of the award?

*Virginia Tech Response: There is no estimated value of the award. Virginia Tech cannot guarantee a minimum amount of business for any term contract awarded from this solicitation.*



Request for Proposal # 952642405

For

Research and Scientific Equipment, Supplies and  
Related Services

March 27, 2024

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

Bio-Rad Laboratories, Inc

## **Proposal # 952642405 for Virginia Tech**

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RFP # 952642405, Research and Scientific Equipment, Supplies and Related Services

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until **May 2, 2024 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231- 7852 e-mail: [lhenry29@vt.edu](mailto:lhenry29@vt.edu) . All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 12, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu). It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ Date: May 14, 2024

9/29/2021

**[INCLUDE THIS PAGE]**

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish term contracts to provide research equipment, supplies and related services through competitive negotiations on behalf of member institutions of The Virginia Higher Education Procurement Consortium (VHEPC) and executed by the Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

VHEPC member institutions regularly purchase a wide variety of research items to carry out their mission. These items include, but are not limited to research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services.

**If your firm currently has an existing cooperative contract with a Virginia State Entity you do not need to respond to this solicitation. This is to avoid duplication of contracts among the VASCUPP members. If you have an existing cooperative contract please notify the Contract Officer listed in this solicitation and a bridge agreement may be established to increase visibility of that contract at Virginia Tech. The purpose of this solicitation is to provide opportunities to vendors who do not have an existing term contract with the Commonwealth of Virginia.**

II. VIRGINIA HIGHER EDUCATION CONSORTIUM (VHEPC)

By utilizing strategic sourcing principles and the collective buying power of Virginia's Higher Education institutions, the Virginia Higher Education Procurement Consortium seeks to identify opportunities, leverage vendors, and recommend courses of action in order to further the strategic sourcing initiatives of the member schools. Founding membership includes 12 senior Virginia Public Higher Education institutions, as well as the Virginia Community College System. In 2016, VHEPC welcomed an additional school to the fold bringing the total membership to 13 senior Colleges and Universities. The PAC agreement included in attachment C will be incorporated into any awarded contracts from this solicitation as a result of this participation.

III. LEAD INSTITUTION (VIRGINIA TECH)

Virginia Tech is serving as the lead institution for the procurement of the Request for Proposal. All communications should be strictly with the Contracting Officer of the lead institution. Contacting other institutions within the VHEPC to inquire or solicit information relating to this RFP will result in a firm's proposal being rejected.

IV. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

V. CONTRACT PERIOD:

The term of this contract is for two year(s), or as negotiated. There will be an option for four (4) two-year renewals, or as negotiated.

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

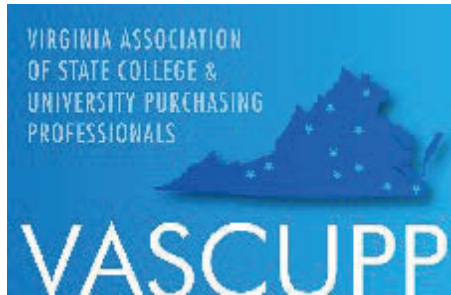
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods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

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

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

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

VII. CONTRACT PARTICIPATION:



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

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

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

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. Virginia Tech desires to partner with contractors to provide quality research equipment, supplies, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories they can provide. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel.
- B. Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination). Pricing may be adjusted downward at any time and upward annually to reflect changes in manufacturers pricing. Contractor must provide full price files to Virginia Tech in either Access or Microsoft Excel to support price increase requests. Virginia Tech has 30 days to review price increase requests and reserves the right to challenge increases based on CPI or other relevant market data.
- C. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.
- D. Addition of new lines of products and services: It is important to have the flexibility in this contract to allow for future events that add value to the relationship. Examples include, but are not limited to, the addition of products and services that are new to the marketplace; the addition to the distribution chain of a new supplier and the acquisition of a complimentary company.
- E. Volume and Growth Incentives: In order to support the growth of the partnership, we look for preferred suppliers to provide financial incentives, payable to the institution at the close of each contract year.
- F. Substitutions of alternate items of products ordered are only allowed with Virginia Tech's prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.
- G. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance.
- H. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from

the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

- I. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.
- J. Minimum Order: There shall be no minimum order requirement.
- K. Additional Charges: The Contractor shall not add additional fees except as allowed by contract terms.

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and envisioned company changes including planned technological advances and acquisitions.
2. If applicable, provide the link to your complete electronic catalog containing all available items being offered. Include published price list or instructions on how to access published price list electronically.
3. List all contact information for ordering, invoicing, customer service, etc.
4. Describe experience in working with various departments at educational institutions similar to Virginia Tech. Include method of collaboration for individual orders.
5. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination.** Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.
6. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
7. Describe return policy and identify any associated costs. Any costs to be specified in Attachment B Pricing Schedule.
8. Describe the process for replacement of defective, broken, or damaged items.
9. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.
10. Identify any other goods or services being offered to Virginia Tech and associated costs as specified in Attachment B Pricing Schedule.

11. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov/>

Please see exception page 41

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Bonfire online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page,



the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

X. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100



B. Award

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

\*See Exceptions Letter

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

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

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

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

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.
- C. Levi Henry, Buyer Senior, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions  
Attachment B – Pricing Schedule  
Attachment C – PAC Agreement

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See: [http://procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_09242021.pdf](http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_09242021.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other 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.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL EMAIL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

## **SPECIAL TERMS AND CONDITIONS**

- 1. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech 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.
- 2. ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

**3. INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

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

- 4. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended,

or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

5. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
6. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the Proposal/Bid for each chemical and/or compound offered. Failure on the part of the offeror/bidder to submit such data sheets may be cause for declaring the Proposal/Bid as nonresponsive.
7. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
8. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. 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 Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the 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 adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

9. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

- 10. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 11. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
- 12. 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 Virginia Tech by any other clause of this solicitation.

**Attachment B**

**Pricing Schedule**

The offeror shall provide pricing for all proposed categories and/or items for research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample shall be used: Category/Item, Manufacturer, and Discount Off List Price.

<b>Category/Item</b>	<b>Manufacturer</b>	<b>Discount off List Price</b>



**Attachment C  
AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT**

This Agreement executed this 14th day of May 2024 by and between [VASCUPP MEMBER NAME], (“the University”) and Bio-Rad Laboratories, Inc. (“Supplier”).

**TERM**

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

**WITNESS**

WHEREAS, the University and Supplier have executed an agreement, RFP 952642405, dated May 14, 2024 (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

- A. ~~Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third Party Access”).~~
- B. ~~Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.~~
- C. ~~Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and~~
- D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

- A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
- B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.

III. ~~Payment~~

- A. ~~Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31<sup>st</sup> of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.~~

\*See Exceptions Letter



~~If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.~~

~~B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:~~

~~Procurement Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904~~

~~Note 'PAC payment' on check.~~

#### IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]  
[Lead School Procurement Address & Contact Info]

If to Bio-Rad Laboratories Inc. :

Supplier:  
Bio-Rad Laboratories Inc.  
1000 Alfred Nobel Dr.  
Hercules, CA. 94547-1811

## ACCEPTANCE

**For [Lead Institution]**

**For Bio-Rad Laboratories, Inc**

\_\_\_\_\_  
[Lead Procurement Director]

[Lead Job Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roselyn Boston

Contracts Supervisor

May 14, 2024

Date

Agreement #: 952642405-PAC



**Bio-Rad**  
Laboratories, Inc.

*Contract Administration*  
2000 Alfred Nobel Drive  
Hercules, CA 94547  
Ph: 1-800-224-6723  
www.bio-rad.com  
lsg.bids.us@bio-rad.com

**Brief History**

In 1952, David and Alice Schwartz begin Bio-Rad in a 1,600-square-foot Quonset hut in Berkeley, California offering life science products and services to identify, separate, purify, and analyze chemical and biological materials. Products introduced during this time included tobacco mosaic virus and analytical-grade ion exchange resins.

In 1957 Bio-Rad incorporated.

For over seven decades, Bio-Rad has provided the healthcare industry with innovative and useful products that help life science researchers accelerate the discovery process and medical diagnostic labs obtain faster, better results.

Bio-Rad is among the top five life science companies in the world, providing instruments, software, consumables, reagents, and content for the areas of cell biology, gene expression, protein purification, protein quantitation, drug discovery and manufacture, food safety and environmental quality testing, along with science education. Our products and solutions are based on technologies to separate, purify, identify, analyze, and amplify biological materials such as antibodies, proteins, nucleic acids, cells, and bacteria.

Corporate Facts

**Our Mission**

To provide useful, high-quality products and services that advance scientific discovery and improve healthcare.

**Annual Sales**

Revenues exceeded \$2.8 billion in 2022

**Business Segments**

Life Science Research and Clinical Diagnostics

**Number of Products**

More than 10,000

**Customers**

University and research institutions, hospitals, public health and commercial laboratories, biotechnology, pharmaceutical, as well as applied research laboratories that include food safety and environmental quality testing

**Employees**

More than 8,000

**Headquarters:**

Hercules, California

**Founded**

1952

**Main Locations**

Australia	Greece	Portugal
Austria	Hong Kong	Russia
Belgium	Hungary	Singapore
Brazil	India	South Africa
Canada	Israel	South Korea
China	Italy	Spain
Czech Republic	Japan	Sweden
Denmark	Mexico	Switzerland
Egypt	Netherlands	Taiwan
Finland	New Zealand	Thailand
France	Norway	United Kingdom
Germany	Poland	United States

**Financial Status:**

Bio-Rad is a publicly traded corporation and our earnings and financial health are reported to the SEC on a regular basis and are a matter of public record. Please follow the link below to find our most up to date filings.

<http://www.bio-rad.com/en-us/corporate/sec-filings?ID=MR8IXTC4S>

**Our Plan to Meet the Needs of the University:**

The Mid Atlantic LSG team consists of multiple local sales personnel, located in Virginia and in the surrounding states of Virginia. These sales personnel and support personnel assist the Virginia Tech customers with product information, demos, quotes, contract pricing, seminars, customer support, and training. Moving forward, these sales and support personnel will continue to work closely the Virginia Tech customers to provide the highest level of support when working with Bio-Rad.

**Product Categories:** Bio-Rad is among the top five life science companies in the world, *providing instruments, software, consumables, reagents, and content for the areas of cell biology, gene expression, protein purification, protein quantitation, drug discovery and manufacture, food safety and environmental quality testing, along with science education.* Our products and solutions are based on technologies to separate, purify, identify, analyze, and amplify biological materials such as antibodies, proteins, nucleic acids, cells, and bacteria.

Leveraging our leadership position in DNA amplification, several years ago we established a presence in digital biology with the introduction of Droplet Digital PCR (ddPCR). Using this technology researchers can partition segments of DNA into thousands of microfluidic droplets and then discretely amplify and analyze each reaction resulting in the capture of highly quantitative digital answers not previously attainable.

*This proposal will cover items from Bio-Rad's Life Science Group catalog. Our Clinical Diagnostics Group has a separate catalog and is not part of this proposal.*

**Pricing and Discounts:** The proposed pricing and discounts can be found in the Financial Proposal. While the discounts percentages off list price will remain the same, or increase during the term of the agreement, list prices are subject to change each January 1<sup>st</sup>. Bio-Rad will notify the Virginia Tech 30 days in advance of any planned list price changes.

**Bio-Rad is subject to have annual price changes on January 1<sup>st</sup> of every calendar year. Virginia Tech will have a minimum of 30 day notice before these price increases take effect. Please keep in mind that price increases are rolled out to US accounts and not specific to Virginia Tech.**

**Delivery/Freight/Special Handling:** Deliveries are generally made Mon-Fri within 3-7 days ARO. Expedited delivery is available for an added fee, please contact customer care (800 424-6723 or Ask\_Customer\_Care@Bio-Rad.com) to learn more and arrange as necessary. Standard freight charges and special packaging fees including hazardous material fees will continue to be charged for Virginia Tech.

Bio-Rad will continue to offer the Virginia Tech the following Freight/Handling conditions:

<b>Virginia Tech at large pays Full Freight (unless discounted via price quotation)</b>	<b>Fixed Charges (subject to change yearly)</b> \$6 Dry Ice \$23 Blue Ice \$40 Hazardous
<b>Virigina Tech</b>	<b>No Charge Freight and Overnight Delivery</b> \$0 Dry Ice \$0 Blue Ice \$0 Hazardous

**Ordering/Invoicing:** Bio-Rad is able to meet the Virigina Tech ordering and invoicing expectations as described in the RFP.

**Reporting/Records:** Any requests for reports should be made to the Bio-Rad Account Manager.

**Supplier Performance:** Bio-Rad has a dedicated Customer Care team available 5 days a week (Mon – Fri) from 6:30 AM until 4 PM Pacific Time through phone, email, or fax ready to answer any customer questions or concerns and process all orders quickly and accurately. We have a local sales team based in the Mid-Atlantic area to provide quotations, demonstrations and training, and product expertise as needed. Supporting our field sales team is a sales administration team which is responsible for assuring pricing accuracy and assisting with all reporting needs. Please see a comprehensive contact list below of your Bio-Rad support team.

**Customer Care:** 800 424-6723 [Ask\\_Customer\\_Care@BIO-RAD.COM](mailto:Ask_Customer_Care@BIO-RAD.COM)

**Accounts Receivable:** 800 424-6723 Ext 2100 [AR@BIO-RAD.COM](mailto:AR@BIO-RAD.COM)

**To request a quote:** 800 424-6723 Ext 6757 [lsg.quotes.us@bio-rad.com](mailto:lsg.quotes.us@bio-rad.com)

**Sales Team:**

<p><b>Send Bid Request Information to:</b></p> <p>Bio-Rad Laboratories, Inc. 2000 Alfred Nobel Drive Hercules, CA 94547</p> <p>Ph. 800 424-6723 Fax. 800 879-2289 Email: <a href="mailto:LSG.Bids.US@Bio-Rad.com">LSG.Bids.US@Bio-Rad.com</a></p>	<p><b>Send Quote Requests to:</b></p> <p>Bio-Rad Laboratories, Inc. 2000 Alfred Nobel Dr. Hercules, CA 94547</p> <p>Ph. 800 424-6723 Fax. 800 879-2289 Email: <a href="mailto:LSG.Quotes.US@Bio-Rad.com">LSG.Quotes.US@Bio-Rad.com</a></p>
<p><b>Send Purchase Orders to:</b></p> <p>Bio-Rad Laboratories, Inc. 2000 Alfred Nobel Drive Hercules, CA 94547</p> <p>Ph. 800 424-6723 Fax. 800 879-2289 Email: <a href="mailto:Usorders@bio-rad.com">Usorders@bio-rad.com</a></p>	<p><b>Remittance Information:</b></p> <p>Bio-Rad Laboratories, Inc. Life Science Group PO Box 849750 Los Angeles, CA 90084- 9750 Ph. 800 424-6723 Email: <a href="mailto:AR@Bio-Rad.com">AR@Bio-Rad.com</a></p>
<p><b>Account Manager:</b></p> <p>Steve Shaw Account Manager, Bio- Rad Laboratories [REDACTED] <a href="mailto:steve_shaw@bio-rad.com">steve_shaw@bio-rad.com</a></p>	<p><b>Mid Atlantic Regional Manager:</b></p> <p>Christopher Guyre Mid Atlantic Regional Manager, Bio-Rad Laboratories [REDACTED] <a href="mailto:chris_guyre@bio-rad.com">chris_guyre@bio-rad.com</a></p>

**Sustainability:** Our logo is not the only thing that's green at Bio-Rad.

At Bio-Rad, we continually look for ways to minimize our impact on the environment. From the sourcing of raw materials and design, manufacture, and distribution of our products to our energy use and recycling efforts, we are dedicated to finding new opportunities to become the most environmentally responsible company we can be. Together and as individuals, we are striving to protect the environment today and for the future.

**Where we are putting our energy:**

**Our Operations**

We apply green methods and systems to our facilities and business processes to conserve precious natural resources such as water, gas, and electricity and to protect the environment. Send us an email at [sustainability@bio-rad.com](mailto:sustainability@bio-rad.com)

**Product Design**

We design our products to be as efficient as possible in manufacture and operation; our manufacturing and distribution methods conserve natural resources and minimize waste.

**Waste Reduction**

We strive to produce less waste, and we promote recycling efforts to limit how much waste goes to landfills.

**Energy Conservation**

We reduce our carbon footprint by using less energy overall and utilizing renewable energy sources when possible. <https://www.bio-rad.com/en-us/corporate/sustainability?ID=MR8IX6ESH>

**Warranty:** All Bio-Rad products are guaranteed to meet the specifications listed in our catalog. Should a Bio-Rad branded product fail to meet specifications during its warranty period, it shall be repaired or replaced at Bio-Rad's discretion.

- **Warranty periods** are listed on quotations for specific products; however, instruments generally receive 1 year of warranty coverage from the date of shipment or installation. Instrument warranties do not include consumable parts, such as lamps, lasers, and platinum wire.
- **Repairs** have different warranty periods.
- **Chemicals and other consumables** are warranted through their expiration date, or for 1 year from shipment if no expiration date is indicated.
- **Non-Bio-Rad branded products**, such as computers and computer peripherals, are covered by the original equipment manufacturer's warranty.
- Warranties are **not transferable** from the original purchaser.
- Warranty coverage may be void if the product is moved outside of the country where the product was originally purchased.
- An **optional extended warranty** program is available.

For information, call 1-800-4BIORAD, and select Inside Sales.

**eProcurement:**

Bio-Rad Laboratories has supported the Jaggaer/Punchout Integration system with many of our clients and we plan to continue the support for the Virginia Tech with our PunchOut IT support from our B2B Information Technology (IT) team of five IT personnel located in Hercules, CA.

Should any issues arise with hosted catalogs or Punchout or any technical assistance is required, we have a dedicated B2B team ready to assist.

**B2B Team:** [EBIZ-B2B@BIO-RAD.COM](mailto:EBIZ-B2B@BIO-RAD.COM)

Below is a summary which highlights our experience working with Jaggaer which includes the interfaces that we have enabled with Jaggaer and the number of customers/integrations we have on boarded.

Bio Rad's preference for Virginia Tech to remain on a Punchout system with electronic PO and Invoices.

Supplier Name	Interfaces enabled with Jaggaer	Number of customer integrations completed with Jaggaer
Bio-Rad Laboratories	Availability Call	7
Bio-Rad Laboratories	cXML Advanced Shipment Notice	11
Bio-Rad Laboratories	cXML Edit & Inspect	80
Bio-Rad Laboratories	cXML Invoice	87
Bio-Rad Laboratories	cXML Order Confirmation	23
Bio-Rad Laboratories	cXML PO	115
Bio-Rad Laboratories	Digital Signature	1
Bio-Rad Laboratories	Hosted	73
Bio-Rad Laboratories	Level 2 Product	72
Bio-Rad Laboratories	Live Price	5
Bio-Rad Laboratories	Non-Catalog Consortium	9
Bio-Rad Laboratories	OneShop	1
Bio-Rad Laboratories	Portal Invoice	1
Bio-Rad Laboratories	Portal Invoice	83
Bio-Rad Laboratories	Proxy Catalog Access (Org Catalog)	1
Bio-Rad Laboratories	PunchOut	105

**Value:**

**New Labs and New Grants:** Bio-Rad offers New Lab and New Grant program. When you have a plan for a new lab or a project, we understand that you may have a lot of other tasks to worry about. Bio-Rad offers a full selection of products from amplification to protein sample preparation and purification. We can work with you to find the products that will best meet your needs from a single instrument to a customized package.

If there are any questions or concerns, please contact your Account Manager,

Steve Shaw [REDACTED]

Steve\_shaw@bio-rad.com

Or your Instrument Sales Specialist,

Aliana Lopez De Victoria Phone: [REDACTED]

### **Educational Discounts:**

For more than 10 years, Bio-Rad has made science education a major priority. We understand our responsibility to support the education of a science-literate population and believe that this goal is best met by enabling students to participate in the scientific process. Our approach is to work in close partnership with science educators as we develop new classroom science kits. This has resulted in several highly successful modules for high schools, colleges, and teacher training groups that meet the latest science education standards for understanding scientific concepts and processes.

To support this effort, Bio-Rad has also established an education discount policy to help the education community purchase kits, equipment, and reagents.

To view educational prices on our website, or to receive a price quote, you must establish an education account number with Bio-Rad. If you are an educator at the high school or college level, please contact your account manager and request for an Educational Contract Form so we can help assist you with your personal education account. This one-time application affirms that these products will be used only to educate students in a classroom environment.

The proposal will be valid for a period of not less than one hundred fifty (150) days from the Proposal **Deadline 5/16/2024**.  
Virginia Tech Laboratory Supplies: Pipets, Syringes, Ampules, Cuvettes, Tubes, Vials, Microscopy, Lab Tubing, Beakers, Cylinders, Flasks, Bench Top Covers, COVID Test Kits, Hand Tools, Filtration Supplies, Funnels and Accessories.

BIO-RAD LABORATORIES, INC.

Signature: *Roselyn Boston*

Printed Name: Roselyn Boston

Title: LSG Contracts Supervisor

Date: 05/14/2024

Email: [lsg.bids.us@bio-rad.com](mailto:lsg.bids.us@bio-rad.com)

Bio-Rad does not currently offer this service.

### **Return Policy**

Bio-Rad strives to provide total customer satisfaction. If you have any concerns about the item(s) you have received, or if an item does not perform as expected, please [contact your local Bio-Rad office](#) for technical support.

### **LSG Support- Technical Support & Service (product complaints):**

Phone: 1-800-4-BIORAD (1-800-424-6723) option 2

Email: [support@bio-rad.com](mailto:support@bio-rad.com)

### **CDG Support-Technical Support & Service (product complaints):**

Phone: 1-800-2-BIORAD (1-800-224-6723) option 2

Email: [support@bio-rad.com](mailto:support@bio-rad.com)

Bio Plex 2200: [TechSupport.USSD@Bio-Rad.com](mailto:TechSupport.USSD@Bio-Rad.com)

Diabetes: [TechSupport.USSD@Bio-Rad.com](mailto:TechSupport.USSD@Bio-Rad.com)

Transfusion Transplant: [TechSupport.ussd-rockaway@bio-rad.com](mailto:TechSupport.ussd-rockaway@bio-rad.com)

Blood Viruses: [TechSupportussd-redmond@bio-rad.com](mailto:TechSupportussd-redmond@bio-rad.com)

Autoimmune: [TechSupportussd-redmond@bio-rad.com](mailto:TechSupportussd-redmond@bio-rad.com)

Quality Controls: Please call 1- 800-854-6737, option #2

Unity: Please call 1-800-854-6737, option #3

If it becomes necessary to return an item, please contact your local Bio-Rad office first to arrange for a return authorization number. Returns will not be accepted without a return authorization number. After obtaining a return authorization number, please return the item(s) by the specified courier following the approved guidelines. Select products may be subject to a restocking fee. If you have any questions about our Return and Refund Policy, please [contact us](#) for more information.

Order status/existing order-related inquiries: Email: [Ask\\_Customer\\_Care@bio-rad.com](mailto:Ask_Customer_Care@bio-rad.com)



Credits / Debits and Return requests are to be sent to Ask Customer Care (ask\_customer\_care@bio-rad.com) and are issued on a case-by-case basis and pending proper documentation and approvals. Returns can take up to two weeks to process and are required to be returned within 90 days of Return Good Authorization.

Returns are subject to restock fees.

Note that any item may be returned for a full refund within 30 days as long as the item is in original working condition. However, please note that the following conditions apply for the return of particular classes of goods:

- **Damaged items** — if an item has been damaged during shipment, please report the damage to Customer Service and keep all containers and packing materials for inspection.
- **Equipment** — returned equipment must be accompanied with a Bio-Rad decontamination certificate.
- **Items shipped with dry ice or blue ice** — erroneously ordered items cannot be returned if they require shipment on dry ice or blue ice.

[https://www.bio-rad.com/en-us/fag/Return-Policy\\_1442957021/return-policy](https://www.bio-rad.com/en-us/fag/Return-Policy_1442957021/return-policy)

- a. What other sustainability measures do you have in place?

[2022-Bio-Rad-Sustainability-Report.pdf](#)

- b. Do you conduct your own greenhouse gas emissions inventory?

Yes, you can find that information on our [2022-Bio-Rad-Sustainability-Report.pdf](#)

- c. Do you have ACT labels on your products?

Yes, My Green Lab Bio-Rad partners with My Green Lab, a worldwide standard for laboratory sustainability best practices, recognized by the United Nations as a key strategy to halve global emissions by 2035 . Pursuing recommendations through recognized standards allows us to operate more efficiently, save on energy costs and reduce waste while bringing Bio-Rad into a growing global culture of sustainability across the scientific and research industry.

[Abut \(mygreenlab.org\)](http://mygreenlab.org)

# Experience

University of Virginia

Pharmacology

Dr. Ian Schulman

Product: iQ SYBR Green Supermix

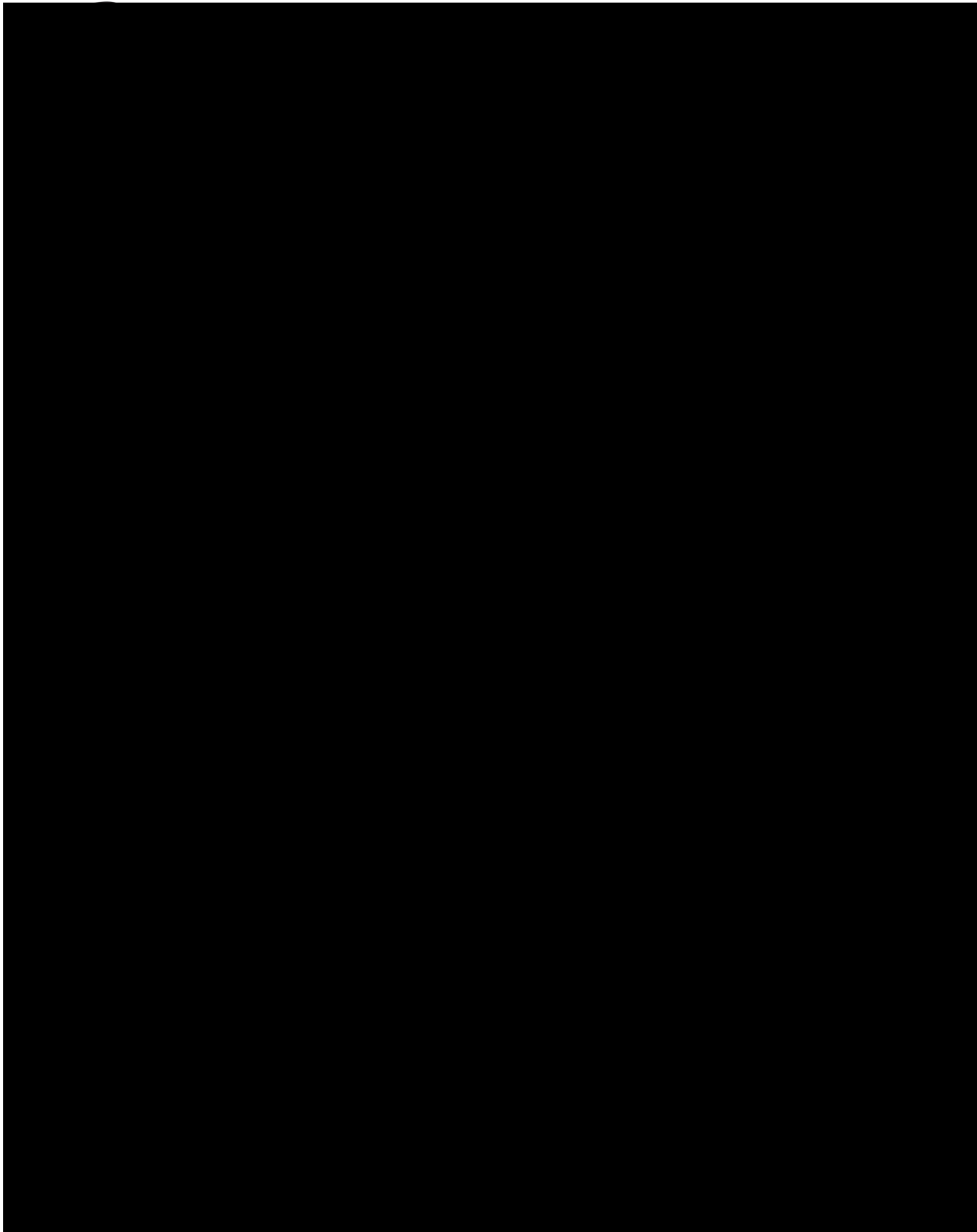
Provide competitive pricing quotation for bulk orders, supporting qPCR expression studies.

Virginia Commonwealth University

Anatomy & Neurobiology

CFX 96 Well Real Time PCR

Provided competitive price quotation, instrument support and software training.



Certificate No :

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**RFP GENERAL TERMS AND CONDITIONS**

1. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sex, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).  
In every contract over \$10,000 the provisions in A and B below apply:
  - A. During the performance of this contract, the Contractor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
  - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
  - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract
  - B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:
    - 1) By mutual agreement between the parties in writing; or
    - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - 3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.
6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Procurement, Procurement Department, North End Center, Suite 2100, Virginia Tech, 300 Turner Street NW, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance

of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia*, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Procurement decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Procurement shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, Section 2.2-4364.

7. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Procurement Department or by accessing URL <http://www.procurement.vt.edu> on the Web.
9. **CONFLICT OF INTEREST:** Virginia Tech is a public university, subject to the laws of the Commonwealth of Virginia. Among these is the State and Local Government Conflict of Interests Act (The Act). The Act can be accessed via <https://law.lis.virginia.gov/vacode/title2.2/chapter31>. You may wish to consult the provisions of The Act before submitting a response to the Request for Proposal. Additionally, by submitting a proposal or by entering into any resulting contract, the offeror certifies that it is in full compliance with the provisions of The Act as to this RFP.
10. **CONTRACT PARTICIPATION:** Any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract/purchase order if authorized by the contractor. Participating entities shall place their own order(s) directly with the Contractor and shall fully and independently administer their use of the contract/purchase order to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract/purchase order. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract/purchase order no matter the circumstances.
11. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
12. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.
13. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.  
For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
14. **EO/AA STATEMENT: If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**  
**Virginia Tech does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.**  
For inquiries regarding non-discrimination policies, contact the Office for Equity and Accessibility at 540-231-2010 or Virginia Tech, North End Center, Suite 2300 (0318), 300 Turner St. NW, Blacksburg, VA 24061.
15. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
16. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal <https://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. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.

17. **FEDERAL FUNDS: If goods and/or services under this procurement are funded by Federal grants or awards, the terms and conditions governing 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (effective 12/26/14) shall also apply.**

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

If a Purchase Order is issued under a Federal Government grant, award or contract/subcontract, it shall be subject to the clauses and conditions of that grant, award or contract/subcontract and all applicable Federal Regulations.

18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
19. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
20. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
21. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Virginia Tech Procurement Department, Ste. 2100, Virginia Tech, 300 Turner Street NW, Blacksburg, Virginia 24061, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Virginia Tech Procurement Department. Proposals received in the Virginia Tech Procurement Department after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intrauniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Procurement Department by the designated date and hour.
22. **MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
23. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
24. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of (the "Technology") Virginia Tech shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - (ii) the Technology equipped for nonvisual access shall be compatible with the information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
  - (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.



25. **PARKING PERMITS:** Virginia Tech Parking Services requires the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is listed on the Parking and Transportation website under vendor/business/contractor <https://parking.vt.edu/permits/pricing.html>. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 505 Beamer Way, Blacksburg, Virginia 24061. Additional information is available at <https://parking.vt.edu/parking/vbc.html> or by calling Parking Services at (540) 231-3200.
26. **PAYMENT:**
- A. TO PRIME CONTRACTORS:**
- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
  - 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
- B) TO SUBCONTRACTORS:**
- 1) A contractor awarded a contract under this solicitation is hereby obligated:
    - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - b) To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
27. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
28. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be publicly posted on the DGS/DPS eVA web site <https://eva.virginia.gov/>. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.
29. **QUALIFICATIONS OF OFFERORS:** Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
30. **SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- A.** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the Owner at a minimum the following information: name of firm, SBSW SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors **MUST** be certified with the Virginia Department of Small Business and Supplier Diversity (SBSW) <http://www.sbsd.virginia.gov>.
- B.** Definitions:
- 1) **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Virginia Department of Small



Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSB small business certification.

- 2) **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
  - 3) **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
  - 4) **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - a) “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
    - b) “Asian American” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
    - c) “Hispanic American” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
    - d) “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- C. All Small, Woman-owned, Minority-owned and Disabled Veteran-owned businesses who meet the definition established by the Code of Virginia as certifiable are strongly encouraged to obtain certification with the Virginia Department of Small Business and Supplier Diversity (SBSD).
31. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in Virginia Tech's bid prevail over contrary terms and conditions contained in the bidder's response.
  32. **SUSTAINABILITY COMMITMENT:** To become a Leader in Campus Sustainability, Virginia Tech developed a unique Climate Action Commitment and Sustainability Plan (VTCAC&SP) [https://www.facilities.vt.edu/content/dam/facilities\\_vt\\_edu/sustainability/climate-action-commitment.pdf](https://www.facilities.vt.edu/content/dam/facilities_vt_edu/sustainability/climate-action-commitment.pdf).  
The Supplier agrees to use its best efforts to support Virginia Tech’s environmental sustainability efforts and promote sustainable business practices within its own organization. Virginia Tech may from time to time request information from the Supplier to ensure that it is demonstrating commitment to environmental sustainability. The Supplier agrees to provide information as requested. In addition, the Supplier will consider any commercially reasonable requests that Virginia Tech puts forth to promote environmentally sustainable business practices. The Supplier’s response to these requests may inform Virginia Tech’s decision when purchasing those goods or services in the future.
  33. **TAXES:** Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
  34. **TESTING AND INSPECTION:** Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
  35. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
  36. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.



# SAMPLE

03/12/2024

SAMPLE

United States

Dear,

The following quotation relates to a portfolio of Bio-Rad systems, assays, and services. If this proposal meets your approval, please submit a purchase order to [USOrders@bio-rad.com](mailto:USOrders@bio-rad.com).

Upon receipt, we will finalize arrangements for the delivery and if applicable the installation of items on your order. An invoice will be issued upon shipment.

Please contact me with any questions or concerns.

Sincerely,

ABC

Account Manager

[@bio-rad.com](mailto:@bio-rad.com)

# SAMPLE



Bio-Rad 2000 Alfred Nobel Drive, Hercules, CA 94547  
 Phone Number: 1-800-224-6723 (1-800-2BIORAD)  
 FAX #: 1-800-883-1887 or 1-510-741-6373  
 Email Address for Order Placement: [USOrders@bio-rad.com](mailto:USOrders@bio-rad.com)  
 Email Address for Order Inquiry: [ask\\_customer\\_care@bio-rad.com](mailto:ask_customer_care@bio-rad.com)

**Quotation Number :**  
 QQ12345-CPQ24

**Date:** 03/12/2024

**Quote Expiration Date:** 06/10/2024

**Payment Terms:** within 30 days Due net

**Sales Rep:**

VTECH

00012345

**Sold To #:**

00012345

**Ship To #:**

United States

**Phone:**

**Fax:**

**Email:** SAMPLE

Part Number	Qty	Description	List Price	Unit Discount	Unit Net	Extended Price	
1	12015392	1	PTC Tempo Deepwell Thermal Cycler 96-well, thermal cycler for PCR with cables; for research use only.	\$XXXXX.00	.0%	\$XXX.00	\$XXX.00

SAMPLE

**Total Discount:** \$XXX.00  
**Sub Total:** \$4XXX.00  
**Estimated Packaging:** \$0.00  
**Estimated Freight:** SAP Freight  
**Estimated Total:** Exempt \$4XXX.00

Please mention the quotation number QQ12345-CPQ24 when placing an order.



## BIO-RAD LABORATORIES, INC.

### STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale set forth the terms and conditions that apply to all sales of goods and services by means of a purchase order or other written order ("PO") received by Bio-Rad Laboratories, Inc. or an affiliate in its global group of companies ("Bio-Rad") to the entity identified in the PO as the buyer ("Buyer"). The terms and conditions included with Bio-Rad's written quotation (if any) ("Quotation") and acknowledgement of the PO or invoice with shipment ("Invoice") are incorporated herein by reference, and such terms and conditions together with these Standard Terms and Conditions of Sale and including any written contract between the parties are referred to herein as the "Agreement." Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with the terms of the Quotation, PO, Invoice or these Standard Terms and Conditions of Sale. The Agreement is formed between the Bio-Rad entity listed on the Quotation or Invoice and Buyer when the Buyer receives confirmation that Bio-Rad has accepted the PO.

**1. Agreement.** Bio-Rad or its affiliate shall provide the products ("**Goods**" or "**Products**") and perform the services ("**Services**") described in a Quotation in accordance with the terms and conditions of this Agreement. By submitting a PO, accepting shipment of Goods or the commencement of the performance of Services, Buyer shall be bound by the provisions of this Agreement, whether Buyer acknowledges or otherwise signs this Agreement or the Invoice, unless Buyer expressly objects to such terms in writing prior to accepting the Goods or commencing the performance of Services. This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing signed by an authorized Bio-Rad representative. Bio-Rad shall not be bound by any different or additional terms or conditions (a) contained in any POs, pre-printed forms, online agreements, or in any other documents or communications issued by Buyer, or (b) arising from prior courses of dealing, usages of trade, or verbal agreements not reduced to writing and signed by Bio-Rad. Any such different or additional terms or conditions are hereby rejected, and shall be deemed null and void, without the need for Bio-Rad to expressly reject such terms. To the extent that an Invoice might be treated as an acceptance of Buyer's PO, such acceptance is expressly made on condition of assent by Buyer to the terms and conditions of this Agreement, and Buyer's acceptance of the shipment of the Goods or commencement of the performance of Services shall constitute such assent. Any supplemental terms, such as label licenses or field restrictions included with the sale of goods or services hereunder, shall be in addition to, and if in conflict, shall take precedence over the conflicting terms of this Agreement.

**2. Changes.** Bio-Rad may at any time make changes in the specifications, designs, drawings, samples, qualities, prices, terms, conditions, requirements or descriptions to which the Goods or Services are to conform. Bio-Rad shall not be bound by the descriptions or specifications of the Goods or Services, or any other information contained in, any advertisement, publication, booklets or pamphlets of Bio-Rad. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under the Agreement, then Bio-Rad and Buyer shall discuss in good faith whether a written modification should be made to the Agreement to adjust the price or delivery schedule, or both. Any claim by Buyer for such an adjustment must be made in writing within thirty (30) days of the receipt of any such notice provided by Bio-Rad. Nothing in this clause shall excuse Buyer from proceeding without delay to perform the PO as changed.

**3. Cancellations.** A PO constitutes a firm offer and may not be revoked or cancelled at any time. Bio-Rad hereby reserves the right to reschedule any delivery or cancel any PO issued at any time and Bio-Rad shall not be subject to any charges or other fees as a result of such cancellation.

**4. Shipment.** All Goods shall be suitably packed in Bio-Rad's standard shipment packaging, marked, and shipped in accordance with Bio-Rad's applicable specifications (or if no specifications are provided, in accordance with reasonable commercial practices) using a carrier of Bio-Rad's choice. Goods may be shipped, depending on lead time and availability, in installments. Each installment shall be invoiced and considered a separate sale. Unless otherwise agreed, Bio-Rad shall bear any import and Goods duties. Delivery terms (Incoterms 2020) shall be set forth in any Quotation.

**5. Delivery.** Bio-Rad shall make a commercially reasonable attempt to deliver the Goods at the time stated in the Quotation (where applicable), but such dates are estimates only and are not guaranteed. Such dates shall not constitute a term or condition of the Agreement between Bio-Rad and Buyer. Bio-Rad accepts no liability whatsoever to meet such dates and such failure shall not entitle Buyer to repudiate or cancel a PO. If Bio-Rad delivers any Goods in quantities that are less than the quantities specified in the PO, Buyer shall notify Bio-Rad of the discrepancy and Bio-Rad shall deliver the confirmed missing allotment of Goods. If Bio-Rad delivers any Goods in quantities in excess of the quantities specified in the PO, Buyer shall return the amount of the overshipment to Bio-Rad or notify Bio-Rad of intention to retain such overshipment. Buyer shall pay for those quantities of Goods actually accepted by Buyer.

**6. Inspection.** Buyer shall immediately inspect all deliveries for damage upon receipt and if any damage is noticed, Buyer shall accept the shipment only after the driver has noted the damage on both carrier's and Buyer's copies of the delivery receipt. Buyer shall promptly inspect all shipments for concealed shipping damage, defects, or shortages, and notify Bio-Rad of any such damage, defect, or shortage. Buyer's failure to notify Bio-Rad within seven (7) days of delivery (or Buyer's non-receipt of the Goods in the case of non-delivery) of defects or shortages reasonably discoverable upon inspection will be a waiver of any right to make any claim relating to the defective or missing Goods, including, without limitation, under the warranty set forth herein.

**7. Acceptance.** [Unless otherwise agreed in writing by the parties, or as required by law, acceptance shall be deemed to be effected seven (7) days after the date of delivery or installation of the Products or the performance of the Services.] No Goods returns will be accepted without the prior approval of Bio-Rad. All claims must be received within 7 days following receipt of the Goods. Buyer must obtain a return authorization number and return the Goods by the specified courier following the approved temperature guidelines. The Goods must be returned in original condition. Bio-Rad reserves the right to charge a restocking fee for conforming Goods.

**8. Prices and Payment.** All prices for the purchase of Products or Services from Bio-Rad are in the currency stated on the Invoice and are exclusive of all taxes, excises, freight and insurance. Buyer shall be liable for such taxes, excises, freight and insurance and these will appear as a separate item on Bio-Rad's invoice. If no price is stated, the price shall be Bio-Rad's then current published price applicable in the country where the Buyer is located. Prices do not include installation and training, unless otherwise stipulated in writing. Payment shall be made as set forth in the Quotation or invoice (and in no event more than thirty (30) days from date of Invoice). In the event of a reasonable dispute, Bio-Rad may, in its sole discretion, stay enforcement of collections beyond thirty (30) days. Bio-Rad may change the terms of credit provided in its sole discretion, or deny the extension of credit altogether.

**9. Overdue Accounts.** If Bio-Rad incurs legal and/or collection agent costs in relation to Buyer's overdue account, then Bio-Rad has the right to charge such costs to the Buyer's account. In addition to these costs, Bio-Rad may charge interest on overdue accounts at the rate of 1.5% per month or 18% per annum, or such lower amount as required by law, from the date at which the account becomes overdue.

**10. Limited License.** Subject to the Agreement, and to the terms and conditions of any license provided by Bio-Rad that is specific to a particular product (which shall govern with respect to such product in the event of conflict with the terms herein), Bio-Rad hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the Good(s) provided to Buyer by Bio-Rad only in accordance with the written published manuals and instructions provided by Bio-Rad. Buyer understands and agrees that except as expressly set forth in this Agreement (or in the Bio-Rad-provided license specific to a particular Good), no right or license to any patent or other intellectual property owned or licensable by Bio-Rad is conveyed or implied by this Agreement. In particular, no right or license is conveyed or implied to use any Goods provided hereunder in combination with a product not provided, licensed or specifically recommended by Bio-Rad for such use. This limited license only permits the Buyer to use the Goods in accordance with local laws and regulations in Buyer's normal course of business.

a. **Special Licensing Terms for Bio-Rad Digital PCR and Single-Cell NGS Sample Preparation Products.** Purchase of Digital PCR and Single-Cell NGS Sample Preparation products from Bio-Rad Laboratories includes a limited, non-transferable right under our intellectual property for you to use the products in accordance with the product

## BIO-RAD LABORATORIES, INC.

### STANDARD TERMS AND CONDITIONS OF SALE

documentation and instructions for use. Unless we expressly state otherwise in additional Terms and Conditions, no rights are granted for you to distribute or resell the products. Development of commercial products, or the sale of products for use on Bio-Rad's Digital PCR and Single-Cell NGS Sample Preparation portfolio of products, requires an additional commercial license from Bio-Rad. Information concerning a license for such uses can be obtained from Bio-Rad Laboratories. It is the responsibility of the purchaser/end user to acquire any additional intellectual property rights that may be required. The Bio-Rad Digital PCR Systems and/or their use is covered by claims of U.S. patents, and/or pending U.S. and non-U.S. patent applications owned by or under license to Bio-Rad Laboratories, Inc., including, but not limited to, U.S. Patent Nos. 9,089,844; 9,126,160; 9,216,392; 9,347,059; 9,500,664; 9,562,837; 9,636,682; 9,649,635; and 9,896,722.

- 11. Products Marketed for Research Use Only.** Products marketed by Bio-Rad for research use only do not have the approval or clearance of the U.S. Food and Drug Administration ("FDA") and/or any other applicable regulatory authority, clearance or registration for in vitro diagnostic ("IVD") use. No license is conveyed or implied for Buyer to use, and Buyer agrees not to use, such Goods in any manner requiring FDA or other regulatory approval, clearance or registration relating to IVD use.
- 12. Use Restrictions.** Buyer is not licensed to, and agrees not to: (a) resell, transfer, or distribute any Bio-Rad-supplied Goods, directly or indirectly to any third party for any purpose or use, unless otherwise authorized by Bio-Rad in writing Buyer also agrees not to re-export Products from the country or region in which Products were originally purchased.
- 13. Warranty.** The warranty provided hereunder is only applicable to the Buyer. No third party claims will be honored.
- a. Instruments and other non-consumable Goods are typically warranted against defects in materials and workmanship for twelve (12) months from the date of delivery; actual warranty period appear on the packaging inserts or on the Invoice ("Warranty Period"). If Bio-Rad receives notice of defects during the Warranty Period, Bio-Rad shall, at its sole discretion, either repair or replace such Goods which prove to be defective and not caused by the exclusions stated in "Warranty Exclusions" below.
  - b. Consumable (reagents, chemicals, biologics, etc.) Goods are warranted for the stated expiration date of such Goods.
  - c. Non-consumable spare parts purchased by Buyer carry a three (3) months warranty.
  - d. Buyer agrees to provide full access to its premises for the purpose of installation or repair, and guarantees that all instruments and work areas that are in contact with biohazardous or hazardous materials are decontaminated prior to service intervention or return of Goods to Bio-Rad for service.
  - e. Buyer will promptly notify Bio-Rad of any change in location to installed Goods during the warranty period.
- 14. Warranty Exclusions.** Unless otherwise required by law, the warranties provided above do not include:
- a. Damages caused by normal wear and tear, spillage, improper use, storage or handling, or neglect.
  - b. Damages caused by accident and disaster which will include, but not be limited to, fire, flood, water, wind, and electrical surge.
  - c. Goods which have been repaired, altered or modified in any way or part which have not been repaired by Buyer or any other person or persons (other than those employed by Bio-Rad) without the prior written consent of Bio-Rad.
  - d. Any Goods sold as refurbished, reconditioned, or used.
  - e. Any Goods designated by Bio-Rad as being in contact with sample or reagent systems or its consumable items (such as lamps or platinum wire) which are subject to normal wear and tear and should be replaced by Buyer in the normal course.
  - f. Any Goods sold through an unauthorized reseller.
  - g. Any Goods used in a country or associated region different from the country or associated region in which the Goods were sold to Buyer.
  - h. Any Goods not used in accordance to Bio-Rad's published documentation.
  - i. Non Bio-Rad products supplied; these carry the warranty of the supplier or manufacturer and Bio-Rad makes no claims regarding support of those products but will make reasonable attempts to transfer the warranty to Buyer.
- 15. Additional Exclusions.** Unless otherwise stated in a written agreement between Bio-Rad and Buyer, under no circumstances will this Agreement include an extended warranty, any free Goods or Services provided to Buyer, any option for the future purchase of Goods or Services by Buyer, an automatic renewal of the Agreement, any performance guarantees, future performance obligations for providing Goods, Service or parts, any rebate, any performance discount, an interface or other allowance, or payment terms set forth in Section 8.
- 16. NO OTHER WARRANTIES. THE WARRANTIES IDENTIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO BIO-RAD'S GOODS AND SERVICES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A SPECIFIC PURPOSE (WHETHER ARISING FROM STATUTE, OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, OR USAGE OF TRADE). THIS WARRANTY IS NOT TRANSFERABLE FROM THE ORIGINAL PURCHASER TO A SUBSEQUENT OWNER. FURTHER, BIO-RAD IS NOT LIABLE IN CASES OF DELIBERATE, NEGLIGENT OR ACCIDENTAL MISUSE OF THE GOODS, USE WITH INAPPROPRIATE REAGENTS OR CONSUMABLES, DAMAGE CAUSED BY DISASTER, REPAIR OR MODIFICATIONS DONE BY ANYONE OTHER THAN BIO-RAD. BIO-RAD DOES NOT WARRANT THAT THE GOODS OR SERVICES WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS. BIO-RAD'S TOTAL LIABILITY FOR BREACH OF THESE WARRANTIES SHALL BE LIMITED TO THE GROSS PURCHASE PRICE (OR ANNUAL SERVICE FEE) OF THE RELEVANT PURCHASE ORDER UNDER WHICH THE ACTIVITY GIVING RISE TO LIABILITY ARISES. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) UNDER ANY THEORY OF LIABILITY HEREUNDER.**
- 17. Compliance with Laws.** Buyer shall comply with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of any jurisdiction in which Goods are provided or Services are performed), including, without limitation any laws and regulations related to anti-corruption, import/export, labor, employment, anti-discrimination, anti-harassment, anti-slavery, human trafficking, freedom of association, health and safety, environmental protection, hazardous substances, pollution, waste management, recycling and intellectual property. Buyer shall not take any action that would subject Bio-Rad or any of its affiliated companies to any liability or penalty under any applicable law or regulation. Buyer shall not directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any other person or any improper advantage in connection with the receipt of Goods or Services. Buyer shall not attempt to solicit any kickback or gratuity from Bio-Rad employees.

SAMPLE



**BIO-RAD LABORATORIES, INC.**  
**STANDARD TERMS AND CONDITIONS OF SALE**

**18. Confidential Information.** All non-public, confidential or proprietary information of Bio-Rad, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Bio-Rad to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Bio-Rad in writing. Upon Bio-Rad's request, Buyer shall promptly return all documents and other materials received from Bio-Rad. Bio-Rad shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party, or (d) required to be disclosed in accordance with law, regulation or legal process.

**19. Intellectual Property.**

- a. All intellectual property rights relating to the Goods or Services, as between Buyer and Bio-Rad, are solely and exclusively owned by Bio-Rad or its licensors. Unless otherwise expressly provided, Bio-Rad's sale of Goods to Buyer only grants Buyer a limited, non-transferable, non-sublicensable right under such intellectual property, for Buyer to use the quantity of the products purchased from Bio-Rad. No right to resell Bio-Rad products or any of their components is conveyed expressly, by implication, or by estoppel. Nothing in this Agreement limits Bio-Rad's right to enforce its intellectual property rights.
- b. Buyer shall immediately notify Bio-Rad in writing of any intellectual property claim against Buyer in relation to the Goods. In the event that Bio-Rad chooses to defend the claim, Buyer shall (i) not admit any liability or take any action in connection with the claim, (ii) give Bio-Rad sole control of the defense or settlement of any such claim, (iii) provide reasonable information and assistance in such defense. If Bio-Rad concludes that the Goods infringe the intellectual property rights of a third party, Bio-Rad may in its sole discretion (i) secure the right for Buyer to continue use of the Goods, (ii) replace the Goods with similar Goods, or (iii) require Buyer to return the Goods and provide Buyer with a refund of the purchase price, with a deduction in a reasonable amount for the Goods' use, damage, and obsolescence.
- c. Bio-Rad shall have no responsibility under Section 14(b) to the extent the Goods (i) are supplied according to Buyer's design or instructions, (ii) are modified by Buyer after delivery, (iii) are combined with other devices, methods, systems or processes not furnished by Bio-Rad without its written consent, or (iv) are not used in conformity with Bio-Rad's written instructions.

**20. Software.** With respect to any software incorporated in the Goods ("Software"), Bio-Rad hereby grants to Buyer a royalty-free, non-exclusive, non-sublicensable, and non-transferable license to use Software and any related documentation provided to Buyer under this Agreement solely for Buyer's internal business purposes and solely on hardware provided by Bio-Rad. Buyer acknowledges and agrees that the Software and related documentation is provided under license, and not sold, to Buyer. Buyer does not acquire any ownership interest in Software and related documentation under this Agreement. Buyer shall only use Software solely as set forth in the documentation provided by Bio-Rad and this Agreement. This license will automatically terminate when Buyer's lawful possession of the associated hardware provided by Bio-Rad ceases, unless earlier terminated as provided in this Agreement. Buyer shall not to sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Bio-Rad's prior written consent. The Software may contain software, content, data, or other materials, including related documentation, that are owned by parties other than Bio-Rad and are provided to Buyer on terms that are in addition to or different from those contained in this Agreement ("Third Party Licenses"). Buyer is bound by and will comply with all Third Party Licenses and any breach of any Third Party License shall be a breach of this Agreement. Buyer is responsible and liable for all uses of the Software and documentation provided by Bio-Rad. Bio-Rad may, at its sole discretion, terminate this license if Buyer fails to comply with any terms or conditions herein. Buyer shall, upon termination of this license, immediately cease use of and return to Bio-Rad all Software and related documentation to include all copies. Bio-Rad will provide maintenance and support for the Software under its standard operating procedures.

**21. Limitation of Liability.** IN NO EVENT SHALL BIO-RAD BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, NOR ANY OTHER CLAIM, EXPENSE, LIABILITY OR LOSS OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SALE OF GOODS OR SERVICES, WHETHER OR NOT BIO-RAD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIO-RAD SHALL NOT BE LIABLE FOR CHARGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS OR SERVICES.

**22. Governing Law, Jurisdiction and Venue.** If the business address of the Bio-Rad selling entity is located

- (a) within the European Union, then this Agreement shall be governed by the laws of Switzerland, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in a court located in Bern, Switzerland;
- (b) within the Asian continent (excluding China and India where the counterparty is located in China or India), then this Agreement shall be governed by the laws of Singapore, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Singapore;
- (c) within China and the counterparty is located in China, then this Agreement shall be governed by the laws of China, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Shanghai, China (provided that if within Hong Kong the laws of Hong Kong shall apply with venue in Hong Kong, and if within Taiwan, the laws of Taiwan shall apply with venue in Taiwan);
- (d) within India and the counterparty is located in India, then this Agreement shall be governed by the laws of India, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in New Delhi, India or
- (e) within any country not covered by subsection (a) or (b) (including without limitation the United States), then this Agreement shall be governed by the laws of the State of California and the United States of America, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court in Contra Costa County, California. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Buyer irrevocably submits and consents to the exclusive jurisdiction of the applicable courts specified in this Section, and hereby agrees that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement. Any legal action must be brought within one year after the claim or cause of action occurs.

**23. Assignment.** Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Bio-Rad. Any assignment or transfer in violation of the foregoing shall be null and void.

**24. Relationship of the Parties.** The relationship between Buyer and Bio-Rad is that of buyer and seller, as independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Bio-Rad and Buyer, and neither Buyer nor Bio-Rad shall have the authority to contract for or bind the other party in any manner whatsoever.

**25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of Buyer and Bio-Rad and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever hereunder.

**26. Force Majeure.** Bio-Rad shall not be liable for any delay or failure of performance, including without limitation, the failure to deliver or install the Goods, where such delay or failure arises or results from any cause beyond the reasonable control of Bio-Rad, including but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes,



**BIO-RAD LABORATORIES, INC.**  
**STANDARD TERMS AND CONDITIONS OF SALE**

embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of such delay or failure of performance, Bio-Rad shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.

**27. Export Control.** The Goods are subject to United States, European Union and local export-control laws and regulations. Buyer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Goods to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

**28. Resale and Anti-Corruption Compliance.** If Bio-Rad believes that Buyer is purchasing Goods other than for its own account without Bio-Rad's consent, Bio-Rad reserves the right to cancel any PO and withhold delivery of any Goods. To the extent that Bio-Rad does consent to Buyer's resale of the Goods, Buyer certifies that it is familiar with and understands the requirements of anti-corruption laws and international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and all national anti-corruption laws enacted in any country in which it operates (collectively, the "Anti-Corruption Laws"). Buyer shall not violate or permit anyone acting on its behalf to violate the Anti-Corruption Laws. Specifically, Buyer has not made and will not make, promise to make, offer, or authorize, directly or indirectly, any payment, or provide or offer anything of value, directly or indirectly, to any public officials, political parties, party officials, candidates for public or political party office, public international organizations and their employees, agents and officials, or employees or officials of any purchasing entities (whether publicly owned or private) of Bio-Rad's products/services, in order to (1) improperly influence the acts of such public officials, political parties, party officials, candidates, public international organizations and their employees, agents and officials, or employees or officials of purchasing entities, (2) improperly induce them to use their influence with a government to obtain or retain business, or (3) gain an improper advantage, in connection with any business venture or contract.

**29. Remedies; No Waiver.** The remedies herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Buyer consents to injunctive and other equitable interim or permanent relief as may be requested by Bio-Rad and awarded by a court. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other provision or breach.

**30. Notices.** All legal notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice and in the case of Bio-Rad with copy to its corporate headquarters at 2000 Alfred Nobel Drive, Hercules, California, USA 94547, Attention: General Counsel. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**31. Severability.** In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.

**32. Entire Agreement.** This Agreement sets forth the entire agreement between Buyer and Bio-Rad with respect to the subject matter hereof and supersedes any and all prior and contemporaneous writings, communications, agreements and understandings relating to the same subject matter. Bio-Rad reserves the right to change these terms at any time. The version date for these terms may be found at the footer of this page.

**SAMPLE**



INVOICE : [REDACTED]

**Ship To:**

Customer # [REDACTED]  
 UNIV OF VIRGINIA CHARLOTTESVILLE  
 1340 Jefferson Park Ave  
 PINN HALL, RM 6054  
 Charlottesville, VA 22908 US

Bio-Rad Laboratories, Inc.  
 1000 Alfred Nobel Drive  
 Hercules CA 94547

**Bill To:**

Customer # [REDACTED]  
 UNIV OF VIRGINIA CHARLOTTESVILLE A P  
 P.O. Box 400197  
 Charlottesville, VA 22904 US

**PLEASE REMIT TO**

BIO-RAD LABORATORIES, INC  
 P.O. Box 849740  
 LOS ANGELES 90084-9740  
 FEIN : 94-1381833

CUSTOMER NO.	INVOICE NO.	INVOICE DATE	CARRIER	FREIGHT		
[REDACTED]	[REDACTED]	[REDACTED]	FEDEX	FCA		
PURCHASE ORDER ID		SHIP FROM	PAYMENT TERMS			
[REDACTED]		Richmond, CA	Net 30 Days			
Sales Order: [REDACTED]	Order Date: 04-10-2018	Contact Name:				
Contact Phone Number: [REDACTED]						
MATERIAL NUMBER BATCH S/N	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<del>1855488</del> CT031387 786BR04964 QUOTE ID : 18-Q07268V6	1		EA	CFX384 Touch Real-Time PCR Rec	<del>24,000.00</del>	<del>24,000.00</del>
12004128	1	1	EA	CFX Maestro Mac	0.00	0.00
HSP3805 64186359 QUOTE ID : 18-Q07268V6	1	1	EA	HSP-384, CLR/WHT 50/BX	0.00	0.00
MSB1001 QUOTE ID : 18-Q07268V6	1	1	EA	MICROSEAL B ADHES SEAL, 100/PK	0.00	0.00
12004110 QUOTE ID : 18-Q07268V6	1	1	EA	CFX Maestro Windows	0.00	0.00
1708840 64166822 QUOTE ID : 18-Q07268V6	1	1	EA	iScript RT Supermix for RT-qPCR, 25 Rx	0.00	0.00
1725122 QUOTE ID : 18-Q07268V6	1	1	EA	iTaq Univer SYBR Green Supermix 1000 Rxn	0.00	0.00

SAMPLE

For Credit or Invoice question call:  
 510-741-6027

To place an order or schedule service call:  
 800-2BioRad (800) 224-6723



INVOICE : 902739107

MATERIAL NUMBER BATCH S/N	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
[REDACTED]						

Subtotal : [REDACTED]  
Tax : [REDACTED] x 0.00  
Total USD : [REDACTED]

Please state Invoice number with your payment: [REDACTED]X

# SAMPLE

For Credit or Invoice question call:  
510-741-6027

To place an order or schedule service call:  
800-2BioRad (800) 224-6723



**Bio-Rad**  
**Laboratories**

*Contract Administration*  
1000 Alfred Nobel Drive  
Hercules, CA 94547  
Ph: 1-800-224-6723  
[www.bio-rad.com](http://www.bio-rad.com)

CONFIDENTIAL

May 15, 2024

Virginia Polytechnic Institute & State University  
North End Center, Suite 3300  
300 Turner Street, NW  
Blacksburg, VA 24061

RE: Virginia Polytechnic Institute & State University  
/Bio-Rad RFP952642405

Dear Levi Henry:

Please see the following revisions to documentation submitted to Bio-Rad by Virginia Tech:

- Page 7, 11 Participation of Small, Women-owned and Minority-owned Business (SWAM):
  - Clarification: While Offeror is not a small business, it can, upon request by Virginia Tech, provide its annual federal Subcontracting Plan and Report.
- Page 9, paragraph B Award: Please revise the last sentence of this paragraph to read as follows:
  - See Attachment C, as revised, for sample contract form.
- Page 12, Section 3. Insurance, paragraph F. Please revise the first sentence of this paragraph to read as follows:
  - The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any third party claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act.
- Page 12, Section 3. Insurance, paragraph F. Please add the following to the end of this paragraph:
  - Contractor's liability shall be limited to gross price received by Vendor of the goods on the relevant purchase order.
- Page 16, Attachment C – Section I: Please delete paragraphs A, B, and C in their entirety.
- Page 16, Attachment C – Section III Payment: Please delete this section in its entirety.

Sincerely,

Roselyn Boston  
Customer Service Supervisor

Initials: rb

## Attachment B Pricing Schedule

<b>PG/PH4/ITEM</b>	<b>Description</b>	<b>Manufacturer</b>	<b>DISC %</b>
01	Accessories > \$1000	Bio-Rad Laboratories	3.00%
02	Accessories < \$1000	Bio-Rad Laboratories	3.00%
03	Bio-Plex Inst	Bio-Rad Laboratories	10.00%
04	Bio-Plex Consumble	Bio-Rad Laboratories	8.00%
06	Cap Inst >25K	Bio-Rad Laboratories	10.00%
08	Consumables	Bio-Rad Laboratories	3.00%
14	Inst \$2500 - \$10K	Bio-Rad Laboratories	6.00%
15	Inst <\$2500	Bio-Rad Laboratories	3.00%
16	Inst \$10K - \$25K	Bio-Rad Laboratories	8.00%
21	Oligo Primers	Bio-Rad Laboratories	3.00%
32	Software	Bio-Rad Laboratories	10.00%
1704484	Sub-Cell GT Sys w 15 x 25 cm Tray/Caster	Bio-Rad Laboratories	12.00%
1706545	Bio-Dot Apparatus	Bio-Rad Laboratories	12.00%
12004163	Anti-Actin hFAB Rhodamine Ab 200ul Kit	Bio-Rad Laboratories	12.00%
171000205	Bio-Plex 200 System With HTF	Bio-Rad Laboratories	10.00%

Negotiations Summary

1. **Virginia Tech question:** Based on the revisions provided in your proposal, it appears Bio-Rad is not willing to agree to the PAC agreement as outlined in Attachment C of the RFP. Are there any additional financial incentives you would be willing to provide to the VASCUPP schools if awarded a contract?

BioRad response: Yes. Four days of free training valued at \$40,000.00.

2. **Virginia Tech question:** Could you please define what qualifies for “No Charge Freight and Overnight Delivery” as outlined on page 21 of your proposal?

BioRad response: No charge freight is only for replaced items. Subject to change.  
\*See attached freight model.

**LSG Freight Model**

Region	\$ Bracket	Rate
East	A. \$0 - \$200	\$31.89
	B. \$201 - \$1,000	\$51.23
	C. \$1,001 - \$17,000	5.71%
	D. >\$17,000	\$930.93
Midwest	A. \$0 - \$200	\$31.89
	B. \$201 - \$1,000	\$51.05
	C. \$1,001 - \$17,000	5.10%
	D. >\$17,000	\$860.06
West	A. \$0 - \$200	\$25.64
	B. \$201 - \$1,000	\$31.89
	C. \$1,001 - \$17,000	4.83%
	D. >\$17,000	\$798.80
All	Software	\$20.90
All	Prime PCR	\$20.90

Note: Applies to DC 1010/LSG products only and DC 1032

3. **Virginia Tech question:** As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts’ portal. Is there any information included that would be used to identify or harm a person’s identity, finances or personal information? If so, please provide a redacted copy of your proposal.

BioRad response: No

4. **Virginia Tech question:** Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

BioRad response: No.

5. **Virginia Tech question:** Do you agree to provide invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

BioRad response: Yes, we agree.

6. **Virginia Tech question:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

BioRad response: Yes, we agree.

7. **Virginia Tech question:** Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

BioRad response: Yes, we agree.

8. **Virginia Tech question:** Do you agree that the initial contract period shall be two years?

BioRad response: Yes, we agree.

9. **Virginia Tech question:** Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) two-year periods?

BioRad response: Yes, we agree.

10. **Virginia Tech question:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

BioRad response: We will agree to max increase of 3% per year.

11. **Virginia Tech question:** If awarded a contract, are you willing to hold prices firm for the initial contract period?

BioRad response: No, we notify annually of any price increase.

12. **Virginia Tech question:** Please provide your best and final schedule of prices for all services offered.

BioRad response: See attached discounted price file.



13. **Virginia Tech question:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

*BioRad response:* Yes.

14. **Virginia Tech question:** Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

*BioRad response:* Yes.

15. **Virginia Tech question:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

*BioRad response:* Yes.

16. **Virginia Tech question:** Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 952642405 shall govern the contract if a contract is awarded to your company?

*BioRad response:* Yes.

17. **Virginia Tech question:** Please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

*BioRad response:*

Steven Shaw - [steve\\_shaw@bio-rad.com](mailto:steve_shaw@bio-rad.com) - [REDACTED]

Aliana López de Victoria, PhD - [aliana\\_lopez@bio-rad.com](mailto:aliana_lopez@bio-rad.com) - [REDACTED]