



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH of VIRGINIA

DGS CENTRAL PROCUREMENT UNIT (CPU)

1100 BANK STREET • SUITE 724 • RICHMOND, VIRGINIA 23219-3638

REQUEST FOR PROPOSAL (RFP) # RFM-2011-1208

Laboratory Asset Management & Maintenance Services Solution

NIGP Commodity Codes: 17500 - Chemical Laboratory Equipment and Supplies; 49000 - Laboratory Equipment and Accessories: Nuclear, Optical, And Physical; 49300 - Laboratory Equipment, Accessories, and Supplies: Biochemistry, Chemistry, Environmental Science, etc.; 93800 - Equipment Maintenance, Reconditioning, and Repair Services - Hospital, Laboratory, and Testing Equipment; 95800 - Management Services, and; 99200 - Testing and Calibration Services.

Issue Date: December 9, 2011 • **Due Date/Time:** March 20, 2012 – 4:00 P.M. EST

Contracting Officer: Robert F. Meisoll, VCO E-mail Address: Robert.meisoll@dgs.virginia.gov

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED: Virginia Department of General Services (DGS), Division of Consolidated Laboratory Service (DCLS), 600 North 5th Street Richmond, Virginia 23219, and any other Commonwealth of Virginia agency, institution or other public body as defined in §2.2-4301 of the Code of Virginia and other public health laboratories (collectively "Authorized Users"), which may be added through amendment to any Agreement.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at **10:00 A.M. EST on January 10, 2012** in the Washington Building, Conference Room 1100 Bank Street, Suite 724 Richmond, Virginia 23219 and via teleconference. **See Section VII** for additional information related to this optional pre-proposal conference.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, then the prospective Offeror should contact the Contracting Officer whose name appears on the face of this solicitation, **in writing**, no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by an addendum issued by the Contracting Officer named above.

PERIOD OF CONTRACT: Initial one (1) year term with six (6) additional successive one (1) year renewal options.

The undersigned hereby offers and agrees to furnish all services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.

Company Name: _____

Email: _____

Address: _____

Telephone: _____

City/State/ZIP: _____

Fax: _____

Signature: _____

Cell: _____

Printed Name: _____

Contractor's TIN: _____

Title: _____

eVA Vendor ID or DUNS Number: _____

Date: _____

Vendor SCC ID: _____

This information below is requested for informational purposes only: Corporation _____ Partnership _____
Proprietorship _____ Individual _____ Woman Owned _____ Small Business Owned _____ Minority Owned _____

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

AWARD POSTING: Upon the award, or announcement of a decision to award a Contract as a result of this solicitation, the Commonwealth of Virginia, through the Virginia Department of General Services, Central Procurement Unit (CPU), will publicly post such notice online at <http://www.eva.virginia.gov> for a minimum of ten (10) days.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. PURPOSE.....	2
II. BACKGROUND	2
III. STATEMENT OF NEEDS.....	9
IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	10
V. EVALUATION AND AWARD CRITERIA	15
VI. REPORTING AND PAYMENT INSTRUCTIONS.....	16
VII. PRE-PROPOSAL CONFERENCE	18
VIII. GENERAL TERMS AND CONDITIONS.....	20
IX. SPECIAL TERMS AND CONDITIONS.....	31
X. INVOICES AND METHOD OF PAYMENT	49
XI. PRICING SCHEDULE	50
XII. ATTACHMENTS	50
ATTACHMENT A- SAMPLE SERVICES AND PRICING SCHEDULE	A-1
ATTACHMENT B - VENDOR DATA SHEET.....	B-1
ATTACHMENT C - VIRGINIA STATE CORPORATION COMMISSION (SCC) FORM	C-1
ATTACHMENT D - SMALL BUSINESS SUBCONTRACTING PLAN	D-1
ATTACHMENT E - DCLS FACT SHEET.....	E-1
ATTACHMENT F - DCLS FIXED ASSET EQUIPMENT DATA (SUMMARY + DETAILS).....	F-1

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to evaluate the feasibility for the provision of a comprehensive managed services solution for a multi-vendor laboratory asset management model, which includes all equipment maintenance, repairs, equipment-related spares, consumables and supply support for all laboratory equipment instruments, through a master services agreement that would be established through competitive negotiations and managed by the Commonwealth of Virginia, Department of General Services (DGS), with services to be provided to the DGS Division of Consolidated Laboratory Services (DCLS), 600 N. 5th Street, Richmond, Virginia.

This RFP is principally being done to support DCLS. However, in the event an agreement can be established, then it is contemplated that such contract services may be made available for use by and at the locations of other Commonwealth of Virginia state and local government entities, institutions of higher education or other public body as defined in §2.2-4301 of the Code of Virginia; or any other public health laboratories, denoted as participating users; collectively referred to as "Authorized Users", which may be added through amendment to any resulting Agreement.

The initial contract term for any resulting contract(s) is expected to be for an initial term period of one year, and have six additional, one-year annual renewal options, which would be exercised at the discretion of the Commonwealth.

II. BACKGROUND

The DGS Division of Consolidated Laboratory Services (DCLS) was founded in 1972 as the nation's first consolidated state laboratory. DCLS is currently comprised of approximately 230 staff and occupies a 191,000 square foot, state-of-the-art facility in the [Virginia Bio-Technology Research Park \(BioTech Six\)](#), which was completed and occupied in May 2003. It is one of the most diverse state laboratories in the country and offers a wide variety of scientific testing to support state government agencies, local government entities, as well as several federal initiatives and laboratory cooperatives.

DCLS supports the Commonwealth's citizens by performing an estimated 7 million scientific tests annually, through approximately 650 different testing methods on a wide array of samples. The variety of fields these tests cover includes: neonatal screening, microbiology, microscopy, molecular biology, food science, water chemistry, virology, metals analysis, radiochemistry, chromatography, and mass spectral interpretation.

As the principal state laboratory in Virginia, DCLS is certified by several national programs:

- Clinical Laboratory Improvement Amendment ([CLIA](#))
- U.S. Environmental Protection Agency ([EPA](#))
- National Environmental Laboratory Accreditation Program ([NELAC](#))
- U.S. Food and Drug Administration ([FDA](#))
- American Industrial Hygiene Association ([AIHA](#))

- U.S. Centers for Disease Control and Prevention (CDC) Select Agent Program ([SAP](#))
- U.S. Department of Agriculture SAP

DCLS also provides emergency services to local, state and federal agencies in response to criminal acts, or any other event that threatens health, agriculture or the environment. Examples of emergencies that DCLS responds to annually, include:

- infectious disease outbreaks in humans and animals
- accidental and intentional poisonings
- over-the-counter drug tampering
- food borne disease outbreaks
- chemical spills
- radiation exposure
- fires that threaten air quality
- flood and hurricane-threatened water and food supplies, and
- any unexplained animal or human deaths.

As Virginia's state laboratory, DCLS is also designated with the responsibility to ensure effective laboratory responsiveness in defense of the Commonwealth against bio-terrorism, and it was one of the first state labs in the US selected to provide support to the Centers for Disease Control and Prevention (CDC) for testing of nerve agents, mustards and other chemical agents in biological specimens.

DCLS was one of the first laboratories to implement and validate new DNA-based diagnostic tests, such as real-time PCR, used for rapid identification of highly infectious biological agents.

Since September 11, 2001, DCLS has used its services to test tens of thousands of clinical and environmental samples suspected to be contaminated with biological or chemical agents, and is a member of several associations and laboratory response networks:

- [CDC Laboratory Response Network \(LRN\)](#)
- CDC [PulseNet Regional Laboratory](#) for the Central Atlantic states
- [FDA & USDA Food Emergency Response Network \(FERN\)](#)
- Radiation Emergency Analytical Laboratory Network
- [EPA Environmental Response Laboratory Network \(ERLN\)](#)
- [Association of Public Health Laboratories \(APHL\)](#).

DCLS is considered one of the premier, first-tier state laboratories in the United States, consistently earning the finest proficiency testing record within its seven-state, Eastern US Region area. A recent news article and video about DCLS is located [online](#). More about DCLS and its analytical services, tests performed, customers, population served, professional affiliations, etc., are all available online at <http://www.dgs.virginia.gov/dcls/>.

While not actively participating in this procurement there exist numerous public health laboratories, and several state agencies, that may have need for the use of the services contemplated. Therefore, this procurement is being done in such a manner that such

laboratories can be accommodated, by possibly being added later to any contract(s) that may be agreed on, if deemed appropriate at that time by both DGS and those specific entities, which include:

1. [Virginia Department of Agriculture and Consumer Services \(VDACS\)](#), which has five Regional Laboratory and specialty laboratories that perform the following missions:
 - a. Testing the integrity of seeds sold in Virginia
 - b. Certifying standard weights
 - c. Plant and animal pathology services
 - d. Testing and analysis of food and grains
 - e. [Virginia Department of Health \(VDH\)](#).
2. [Office of the Chief Medical Examiner \(OCME\) of Virginia](#) – Part of VDH and located at BioTech Two, 400 East Jackson Street, Richmond, VA 23219, the OCME investigates the deaths of individuals, within the Commonwealth, who die from homicide, suicide or accident, as well as people who die under suspicious circumstances, in police custody or unattended by a physician. In addition to Richmond, OCME operates [regional Labs](#) in Manassas, Norfolk and Roanoke.
3. [Virginia Department of Forensic Science \(DFS\)](#) – Located at BioTech Two, 400 East Jackson Street, Richmond, VA 23219, DFS applies life-science technologies and other methods and practices to criminal investigations. DFS Central Lab employs approximately 115 staff and carries out a variety of tests in the areas of: Bloodstain Pattern Analysis, Breath Alcohol Certification, Controlled Substances, Firearms & Toolmarks, Forensic Biology, Forensic Toxicology (including DUI & DUID), Latent Prints, Photo Processing, Questioned Documents, and Trace Evidence (including alcoholic beverages & GSR). The Lab also operates a Training & Forensic Academy that certifies breath alcohol instruments and trains operators in their use, and trains law enforcement personnel in crime scene processing and evidence handling. In addition to Richmond, DFS operates [regional Labs](#) in Manassas, Norfolk and Roanoke.
4. [Virginia Department of Health \(VDH\)](#) –
 - a. Operates a number of specialty laboratories that perform key services, either through VDH, or by agreement through DCLS or through local health departments,
 - b. [Mobile Incident Command/Radiation Defense Lab](#) – An Emergency Response Team equipped with field instrumentation and mobile lab to monitor radiation and perform analyses to facilitate rapid assessment of radiological incidents and make recommendations to state and local officials.
5. Any other public health laboratory.

Specific detailed information concerning any equipment assets or instrument inventories located at any of the above-mentioned non-DCLS locations is not available at this time.

A. Current Environment

To perform its mission, DCLS has over 400 line items of complex testing and research equipment and instruments, with an approximate fixed asset value exceeding \$19 million, with equipment acquired from over 140 manufacturers. (Attachment F)

This list does not include:

- a. equipment items acquired since issuance of this RFP (if any)
- b. items not meeting the Fixed Asset policy threshold e.g., value under \$5,000
- c. items belonging to any lab other than DCLS.

The annual cost for equipment repair and maintenance for all DCLS instruments currently ranges from approximately \$750K to \$850K. This includes routine and preventative maintenance, certification, calibration, operational break/fix, equipment related spares and certain consumables. Maintenance is managed through approximately 120 renewable term, annual support agreements, together with a number of annual spot procurements for one-off requirements. All contracts have diverse support requirements e.g., 24x7x365, M-F 8-5, etc; onsite/ offsite/ remote/ depot; response times e.g., 8-, 24-, 48-hr etc.; all with various contractual provisions. This is the least optimum solution, and minimally effective i.e., equipment is maintained, but the process is cumbersome and maintaining technical support for equipment is operationally inefficient and expensive – in terms of direct (consumables) and indirect (time and effort) costs.

Lab equipment maintenance management can currently be characterized as follows:

- There is no overall systematic program/ process for lab equipment maintenance
- Non-core activity for scientists who spend inordinate time dealing with equipment maintenance management rather than core/ required lab duties
- Supply-chain is fragmented, cumbersome (end-user/ procurement, manufacturer-vendor)
- Actions and documentation are management, process, and procurement-intensive
- There are frequent recurrent procurements to source goods/services needs
- Numerous term contracts must be managed by procurement staff and administered day-to-day with vendors by the scientists (end-users)
- Many contracts are for same or similar services from the same manufacturers and/ or service providers
- Expensive; absence of a managed support program is costly – direct/ indirect personnel and maintenance costs
- There is no readily available visibility, access or overall effective central management control or status of all equipment/ instruments/ materials; certifications/ calibrations; orders for maintenance/ supplies, and/ or materials
- All above characteristics have an adverse overall impact on core mission/service delivery of DCLS

Based on the above circumstances, and in accordance with the Governor of Virginia's Executive Order (EO) #2 to "*Identify opportunities for creating efficiencies in state government*" and "*explore innovative ways to deliver state services at the lowest cost and best value to Virginia taxpayers*" ⁽¹⁾ the Commonwealth seeks to determine better solution(s) that the private sector may have to offer to DCLS, and other public health laboratories. In either case, it is imperative that any prospective solution be economically attractive, operationally optimal, and systematically effective and flexible to meet the ever-changing requirements of the public health laboratory community. It is the intent of this RFP that by aggregating all lab asset support operations, that costs will be minimized and operational benefits maximized, to better enable DGS and other Labs to focus on their core mission and services.

Additionally, several concerns have been expressed by DCLS staff and scientists, which should be specifically addressed in any Offeror's response:

1. That any single service provider can effectively provide a multi-vendor service solution to manage and maintain all (or the majority) of all multiple-vendor equipment and instruments, in an efficient manner, and to all OEM standards
2. That such a process – if possible – would be less expensive than is currently done
3. That only an OEM is capable to maintain and certify equipment to OEM standards
4. The avoidance of any possibility that critical equipment may not perform as needed, and when needed, in order to maintain all lab accreditations;
5. That warranties provided with new or existing equipment might be voided,
6. Any other circumstances that could jeopardize the lab's accreditation credentials, federal operating or performance standards, and/or any other contractual service and delivery obligations.
7. That any single service provider can provide all necessary levels of specific support responses needed (e.g., 1-hour, 4-hour, 8-hour, 24-hour, 48-hour, 5-day, etc.), for specific instruments based on identifiable business or criticality criteria (e.g., high, medium, low) and/or severity codes or levels (e.g., 1-4), which best meet service expectations. (*Note: levels characterized here are illustrative only. Service levels, severity criteria, response times etc. should be described in detail within any Offerors proposal*)

Offerors are strongly encouraged to address all above-mentioned concerns in their proposals.

B. Current Tasks

Based upon the situation and circumstances described above, DGS seeks to receive and review all proposals from any qualified supplier that enables the DCLS to assess and consider any current market possibilities for the provision of an integrated

Laboratory Asset Management & Maintenance Service Solution that can reduce current technical support costs and meet the following service objectives:

1. Provide or develop a service model, method or process that manages support for the majority of all laboratory equipment assets and supplies
2. Any proposed service model method or process should substantially demonstrate key measurable objectives for significant improvements and characteristics to:
 - a. provide vendor independent, multi-vendor equipment technical support
 - b. measurably reduce annual technical support costs on all multi-vendor equipment from current costs
 - c. manage all multi-vendor equipment warranty programs/ services
 - d. increase uptime of all multi-vendor equipment
 - e. improve response time on all service repairs/ maintenance
 - f. designate flexible support options, appropriate to mission or equipment;
 - i. principal periods of maintenance (PPM) e.g., 24x7x365, Mon - Fri 9:00 AM -5:00 PM, etc.
 - ii. service types; onsite, offsite, telephonic, remote, or depot
 - iii. response times e.g., 8-, 24-, 48-hr etc.
 - g. demonstrably improve the supply chain for all multi-vendor equipment and instrument parts, filters, supplies, consumables, etc
 - h. improve productivity of lab staff by relieving scientists from supply-logistics-vendor relations activities, allowing them to perform core science
 - i. reduce administrative and overhead costs of all DGS business staff
 - j. be operationally more effective and cost efficient than the current situation
 - k. provide flexibility to add/delete/modify, equipment, materials, services, or locations from any contract, on an "as needed" basis, and a prorated cost
 - l. provide a systematic methodology to assess and ensure necessary levels of support at all times
 - m. assure equipment readiness through inspection, certification, validation and mitigate compliance risks through accurate, real-time documented status and updates of analytical instrument qualification (AIQ) via email or other notification for all multi-vendor equipment, in accordance with generally recognized, industry accepted standardized controls, protocols, or methodologies e.g.
 - i. USP <1058> (United States Pharmacopeia <1058> Analytical Equipment Qualification, USP, 2008)
 - ii. Good Laboratory Practice (GLP)
(http://en.wikipedia.org/wiki/Good_Laboratory_Practice)

- iii. ISO/IEC 17025
(http://en.wikipedia.org/wiki/ISO/IEC_17025)
 - n. consider the inclusion of equipment that may be under the Fixed Asset policy threshold (\$5,000), but which may be required to be tracked for other purposes
 - o. assist decommission/ prep equipment for state surplus property disposal (either reutilization or public sale <http://www.dgs.virginia.gov/surplus/>)
 - p. in the event a contractor must prepare any IT equipment or asset for surplus disposal, trade-in, or other disposal, then contractor shall comply with VITA Information Technology Resource Management Standard (ITRM) Standard SEC514-03, Rev 3, dated March 15, 2008 and entitled "Removal of Commonwealth Data from Electronic Media,"⁽²⁾ or any then current successor VITA document providing information for the removal of data preparatory to the disposal of any IT asset in coordination with the Office of Surplus Property Management at statesurplus@dgs.virginia.gov
 - q. provide visibility on status of any multi-vendor equipment actions/ activities, or
 - r. provide any acceptable alternative(s) to the above, or
 - s. provide any additional or supplemental services to any of the above-stated objectives, which might augment or improve the capabilities of DCLS, for purposes of assessment and evaluation by DCLS executive staff.
- 3. Any proposal for Services must be easily and readily managed by the appropriate management/ business staff of any Lab.
- 4. Any proposal for Services must include for our evaluation a systematic plan to assist enable the Virginia DCLS (or any other Authorized User) with cooperative and comprehensive support, to significantly improve an entity's operational and emergency readiness capabilities, in accordance with the Governor of Virginia's Executive Order (EO) #41⁽³⁾ by helping improve advanced planning and preparedness for:
 - a. Continuity of operations (COOP)
 - b. Emergency planning & response
 - c. Exchange of electronic health information
 - d. Monitoring and evaluation of new or emerging technologies in public health laboratory practices (which equipment may be added as needed in a manner that would not void any new or existing warranties)

This RFP is being issued to meet the objectives stated in all above-mentioned tasks.

References:

⁽¹⁾ <http://www.governor.virginia.gov/PolicyOffice/ExecutiveOrders/2010/EO-2.cfm>

- (2) http://vita.virginia.gov/uploadedFiles/Library/PSGs/COV%20ITRSEC514-03_Data_Removal2008.pdf
- (3) <http://www.governor.virginia.gov/PolicyOffice/ExecutiveOrders/2011/EO-41.cfm>

III. STATEMENT OF NEEDS

DGS seeks proposals from qualified firms to provide a Laboratory Asset Management & Maintenance Services Solution. The Commonwealth's intent is to award a single Contract for all requirements; however, it reserves the right to make multiple awards, for any service or services, depending upon the capabilities and benefits described in any Offeror's proposal, and as the Commonwealth deems in its best interest. Such decision shall be based upon the Commonwealth's sole and exclusive judgment.

The Commonwealth, under this RFP initiative seeks to leverage the considerable equipment volume at the DCLS and other public health laboratories to secure the best possible competitive pricing structure and optimized business processes that may be available to other public bodies based on the economies of scale involved and the aggregate market volume this represents.

Therefore, no Offeror should expect that any proposal they offer be fully considered for any potential contract award unless the pricing structure offered through this RFP process is far more aggressive than any pricing that they might currently or potentially provide to any other public or private entity, either individually or cooperatively.

As it is within the Commonwealth's discretion to enter into negotiations with only a limited number of Offerors, any proposal submitted should:

- a) be fully complete
- b) be comprised of leading edge business processes and practices,
- c) be demonstrably more effective and efficient than any current statewide Level One processes, and
- d) consists of extremely aggressive pricing, as stated above.

A. **General Requirements:**

The Commonwealth seeks Offerors to provide proposals that address this need for a comprehensive Laboratory Asset Maintenance & Materials Management Services Solution to the Division of Consolidated Laboratory Services, and possibly other public body health laboratories that may be added to any resulting negotiated agreement, in a manner that must minimally address the following requirements:

1. **Services.** All lab equipment maintenance management support services to include repairs, maintenance, preventative maintenance (PM), calibration, etc., to keep all equipment certified to OEM performance and operating standards. The agreement will have the capability to add/delete/modify equipment, services or locations

deemed in-scope to the intent delineated herein, and deemed by the Commonwealth or any Authorized User as essential to its mission.

2. **Geographic.** Provision of Services must be provided at all lab locations belonging to a public entity in the Commonwealth, or any Authorized User as described herein.
3. **Objectives.** Provision of Services should minimally meet all specific objectives delineated under Current Tasks, above.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. **General Requirements**

In order to be considered for selection, Offerors should submit a complete response to this RFP. **One (1) original and seven (7) hard copies of each proposal and one (1) electronic copy (CD or DVD) of each proposal must be submitted to the issuing agency shown on the cover page by the due date and time. Any proposals received after the deadline will not be considered and shall be returned unopened.** Proposals will not be accepted by facsimile transmission or by electronic mail.

The Offeror shall make no other distribution of the proposal.

It is the Offeror's responsibility to assure that proposal packages are received by the time and date indicated. Proposals submitted elsewhere, including to other state or federal agencies, will not be accepted.

Refer to the cover page of this document for the deadline and for the address.

1. **Proposal Preparation**

An authorized representative of the Offeror shall sign proposals. All required information should be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposal. **Failure to submit all required information may result in a lowered evaluation score of the proposal.** Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Offeror is responsible for all costs of proposal preparation. The Commonwealth of Virginia is not liable for any costs incurred in preparing a response to the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements. All pages of the proposal should be numbered.

Other proposal format requirements include:

- a. The entire proposal response shall be **limited to 75 typed pages** (excluding the complete RFP (without attachments) signed and filled out as required. See Section IV, entitled "Proposal Preparation and Submission Instructions," Item B, entitled "Specific Proposal Submission Instructions" for submittal requirements.
- b. No font smaller than 12 point.
- c. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they should be folded into the overall proposal and used sparingly.)
- d. All pages should be numbered.

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

2. Proprietary Information

All executables, user data, materials, meeting minutes, progress reports and documentation shall be submitted to the DGS and shall belong exclusively to DGS, and shall 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* provided the Offeror invokes the protections of Section 2.2-4342F of the *Virginia Public Procurement Act* which provides that:

"Trade secrets or proprietary information submitted by an Offeror, or subsequently the Contractor, in connection with a procurement transaction, shall not be subject to public disclosure under the *Virginia Freedom of Information Act*. However, the Offeror or Contractor must invoke the protection of this Section prior to, or upon submission of the data or other materials. The Contractor must identify the data or other materials to be protected and justify in writing the explicit reasons that such protection is necessary. Failure to mark the data or other materials as proprietary or otherwise classified, will result in the data or other materials being released to Offerors or to the public as provided in the *Virginia Freedom of Information Act*."

The classification of the entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

3. Offeror's Understanding of Requirements

Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. **ORAL REQUESTS FOR INFORMATION WILL NOT BE ACCEPTED.** All inquiries related to this RFP must be submitted in writing to Robert F. Meisoll **via** e-mail at Robert.meisoll@dgs.virginia.gov or fax at 804-786-1593. Include "**RFP #RFM-2011-1208**" in the title of any message or fax cover page.

All written inquiries must be received by the issuing office five (5) days prior to the due date. NO FURTHER WRITTEN INQUIRIES WILL BE ACCEPTED AFTER CLOSE OF BUSINESS ON THAT DAY. Any change in this solicitation will be made through an addendum that will be posted on the state procurement website at www.eva.virginia.gov.

4. Utilization and Planned Involvement of SWAM Businesses

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and business owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned (SWAM) businesses must be submitted. If an Offeror fails to submit all information requested, the DGS may require prompt submission of missing information after the receipt of Contractor's proposal.

5. Oral Presentation

Offerors who submit proposals in response to this RFP may be required to present an oral presentation of their proposal to the Proposal Evaluation Team. An oral presentation may provide an opportunity for the Offeror to clarify or elaborate on their proposal submittal. If held, DGS will schedule the time and location of these presentations. If the Offeror is selected to give an oral presentation, such Offeror may be requested to provide additional copies of their proposal at that time.

Oral presentations are an option of the Proposal Evaluation Team and may or may not, be conducted. Therefore, proposals must be complete.

B. Specific Proposal Submission Instructions

Proposals should be as thorough and detailed as possible so that the Proposal Evaluation Team can properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

TAB 1: RFP and Addenda

The complete RFP (without attachments) signed and filled out as required. These pages will not count against the 75-page submittal limit. Also, include an original signed copy of any future addenda to this RFP that may be issued.

TAB 2: Qualifications and Experience of Offerors

Describe your firm's background, experience, and qualification related to this type of project that should include, but not be limited to, the following:

1. Organizational Structure

- a. Provide a detailed written narrative statement of the firm's organizational structure and history, locations, including the principals and their background.
- b. Detail the ownership structure and other relevant information regarding the firm.
- c. Include the legal name and address and the legal form of company (partnership, corporation, joint venture, etc.)
- d. If proposing in a joint venture, then identify all members of the joint venture and provide all information required within this section for each member of the venture.
- e. If the company is a wholly-owned subsidiary of a "parent" company, then it must provide all information required on both firms.
- f. In all cases, provide addresses of affiliates, subsidiaries or satellite service locations that will be used to support this project.

2. Demonstrated Knowledge and Experience

- a. Provide a detailed narrative describing the firm's qualifications and background in providing these types of services.
- b. Describe specialized experience in the type of Services and/or Solution required in the Statement of Needs, along with demonstrated knowledge and experience as in the Services and procedures outline herein.
- c. Describe your firm's experience implementing and maintaining a similar Solution and providing these Services described herein for other identified clients of comparable size or larger. For the primary contractor and/or any proposed sub-contractors, provide a list of at least three (3) current or recent clients for whom the Offeror has provided services in the past. For each, provide the name of the client entity and a current contact name with telephone number and email address.

3. Litigation

Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an

explanation and indicate the current status or disposition, not to exceed two (2) pages.

TAB 3: Plans for Providing Services

Offerors shall submit a comprehensive Proposal that convincingly and realistically depicts all of their capabilities, qualifications, resources, plans, and processes, which can successfully enable the fulfillment all of requirements depicted in Section III, entitled "Statement of Needs." At a minimum, an Offeror should address in separate and distinct sections, each of the following topics to describe the company's approach for providing the services and each of the requirements stated in Section III, in addition to specifically addressing the following:

1. Describe your firm's approach to provide a solution for the Commonwealth's service requirements as described under Section III, entitled "*Statement of Needs*" for all laboratory equipment.
2. Describe when your firm can begin servicing the DCLS, expressed as a number of days and provide a proposed detailed schedule for implementation of your firm's solution should it receive a contract award.
3. Describe the training component that your firm offers to assist the Commonwealth to roll out/ implement any proposed solution.
4. Describe initial and ongoing communication plans and methods your firm would employ in order to educate and train laboratory staff in order to implement your proposed solution.
5. Identify by name, title, and location the individual(s) who will be responsible for implementing services and overall management of any possible contract.
6. Identify and describe the role of any other individuals involved; the individual who will be the primary day-to-day contact for the Commonwealth and for any authorized local government entity or Authorized User, with resumes for key personnel.
7. Provide a current listing of other service locations, which should reflect physical address, and days and hours of operation for each location.

TAB 4: References

Provide a minimum of three (3) references. Preferably, these references would have active accounts maintained over the past two (2) years. See Attachment B, entitled "Vendor Data Sheet."

TAB 5: Proposed Price

Provide proposed pricing in a **SEPARATE ENVELOPE** in the format provided in Section X, entitled "Pricing Schedule."

As previously stated, proposed pricing must be complete and comprehensive for all proposed services, be comprised of leading edge business processes and practices, comparably more effective and efficient than any currently delivered process, and consist of pricing that is extremely aggressive to encourage participation by any other public body that may consider such services.

TAB 6: Small Business Subcontracting Plan

The Offeror should submit the following three (3) sets of data for small business, women-owned business, and minority-owned business:

1. Ownership
2. Utilization of small, women-owned, and minority-owned businesses for the most recent 12 months
3. Planned involvement of small businesses, women-owned businesses, and minority-owned businesses on the current procurement. Attachment D, entitled "Small Business Subcontracting Plan" contains the format for providing this information.

TAB 7: Appendices, Data and Other Submissions

Include any other appendices, data and other information necessary to support your proposal.

V. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria

The Proposal Evaluation Team will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation score. Factors upon which proposals will be evaluated include:

Evaluation Criteria	Point Value
1. Qualifications and experience of Offeror in providing similar services	30
2. Approach for providing services to meet the Statement of Needs	30
3. Price	20

4. Participation of Small, Women-owned and Minority-owned (SWAM) Businesses	20
TOTAL	100

B. Award Criteria

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

VI. REPORTING AND PAYMENT INSTRUCTIONS

During the term of any agreement resulting from this solicitation, or any renewal thereof, the Offeror agrees that the following reports shall be submitted to the purchasing agency. Failure to comply with reporting and payment requirements of this section may result payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default. Reference Section IX, entitled “Special Terms and Conditions,” provision entitled “Termination and Cancellation.”

Reports include, but are not limited to, the following:

A. Utilization of Small Businesses and Business Owned by Women and Minorities

Contractor shall provide a monthly report on the involvement of small businesses and businesses owned by women and minorities. This report will specify actual dollars expended year to date, by month, with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses, as delineated herein under the section entitled “Small Business Subcontracting and Evidence of Compliance.”

The following information shall be provided in an electronic spreadsheet format as follows:

Firm Name & Phone Number	SWaM Cert. #	SWaM * Type	T.I.N.	NIGP Code and Description of Services	Amount (\$)
Example: ABC Company, Inc. * (123) 456-7890	123456	SW	12-3456789	96239 Hauling Services	\$123,456.78
TOTAL					\$123,456.78

*Small (Small), Woman-owned (W), Minority-owned (M) or combination (i.e., SW, SM, etc.)

This report shall be submitted in electronic spreadsheet format via email to procurement@dgs.virginia.gov no later than the 5th of each month.

B. Utilization of non-DMBE Certified SWaM-Owned Businesses

Contractor shall provide a report at the completion of the contract term on the Utilization on non-DMBE certified businesses which reflect actual dollars expended year to date, by month, with such businesses on this contract.

The electronic report format shall be identical to the format reflected in Paragraph A above, entitled "Utilization of DMBE Certified SWaM-Owned Businesses" and be submitted via email to procurement@dgs.virginia.gov no later than the last calendar business day of the month following the applicable reporting period.

C. Contractor's Quarterly Report of Sales

Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales to any Authorized User under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the Authorized User for products and services on a Contract order as recorded by the Contractor. The report must show each individual item and quantities purchased and the purchaser. A Contract Sale is defined as the total of all invoices paid by the Commonwealth or Authorized User during the reporting period.

The Contractor shall provide this report in Excel spreadsheet format via email to the Director, DGS Procurement at procurement@dgs.virginia.gov within thirty (30) days after the end of each quarterly reporting period as defined herein.

D. Final Actual Involvement Report

The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with Small Businesses and businesses owned by Women and Minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, Minority-owned, Women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. Please see Attachment D, entitled "Small Business Subcontracting Plan,"

for a suggested reporting format and additional information about the participation of small businesses owned by women and minorities in State procurement transactions.

This report shall be submitted in electronic spreadsheet format via email to procurement@dgs.virginia.gov no later than ten (10) days after contract expiration.

E. Industrial Funding Adjustment (IFA)

As applicable, the Contractor shall submit IFA payment at the same time as submitting the "Contractor's Quarterly Report of Sales" in the form of a check or electronic funds disbursement made payable to the "Treasurer, Commonwealth of Virginia," based on 2% of total sales as reported on the "Contractor's Quarterly Report of Sales." Failure to comply with reporting and payment requirements of this section may result in default of contract. Reference Section IX, entitled "Special Terms and Conditions," Item "EE," entitled "Contractor's Quarterly Report of Sales."

Payment shall be submitted within thirty (30) calendar days after the end of each quarterly reporting period as defined herein. Checks shall be mailed to: DGS/Central Procurement Unit, Attn: CPU Director, 1100 Bank Street, Suite 724, Richmond, VA 23219.

The IFA provision excludes DCLS and is only applicable for any other Additional User added through a contract modification.

VII. PRE-PROPOSAL CONFERENCE

An optional attendance pre-proposal conference will be conducted on **Tuesday, January 10, 2012 at 10:00 A.M. EST** at the Washington Building, Conference Room 1100 Bank Street, Suite 724, Richmond, Virginia 23219 and via teleconference. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Potential Offerors are encouraged to submit any questions pertaining to this RFP in **writing** prior to the date and time of the pre-proposal conference. All questions should be submitted to Robert Meisoll via email at Robert.meisoll@dgs.virginia.gov, fax (804-786-1593), or US Mail to DGS/Central Procurement Unit, 1100 Bank Street, Suite 724, Richmond, Virginia 23219.

Although participation at this conference is not a prerequisite for submitting a proposal, due to the importance of all Offerors having a clear understanding of the scope of work and requirements of this solicitation, interested Offerors are encouraged to participate whether attending in-person or via teleconference.

Attendees participating in-person will be required to present photo identification issued by a state or federal entity and sign in at the security desk located at the building's main entrance in order to gain access to the building. Examples of acceptable photo identification include, but are not limited to, a current driver's license or passport. Please plan your arrival accordingly.

Interested Offerors attending in-person **should bring a copy of the RFP**. Printed copies will not be made available during this conference.

Interested Offerors wishing to participate via teleconference must register with the Contracting Officer, Robert Meisoll, via email, at Robert.meisoll@dgs.virginia.gov by close of business on Tuesday, January 3, 2012. Registered participants will be provided the telephone number and conference code needed in order to participate.

Any change in this solicitation will be made through an addendum issued by the Contracting Officer and will be posted on the state procurement website at www.eva.virginia.gov.

CONTINUED ON NEXT PAGE

VIII. GENERAL TERMS AND CONDITIONS

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

A. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

B. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION

By submitting their 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E)

In every contract over \$10,000 the provisions in a and b below apply:

- a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. 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.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 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.

D. ETHICS IN PUBLIC CONTRACTING

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS

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

G. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however,

the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contracting Officer whose name appears on the face of the solicitation no later than five (5) working days before the due date. All inquiries must be submitted **in writing** to **Robert Meisoll, via email, at Robert.meisoll@dgs.virginia.gov** or fax at 804-786-1593. Please include “**RFP #RFM-2011-1208**” in the title of the message or fax cover page.

Any revisions to the solicitation will be made only by addendum issued by the Contracting Officer and will be posted on the state procurement website at www.eva.virginia.gov.

J. PAYMENT

1. To Prime Contractor:

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

cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS

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

L. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror's response.** The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a

decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES

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

R. USE OF BRAND NAMES

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

S. TRANSPORTATION AND PACKAGING

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

T. INSURANCE

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

*** The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.**

U. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, DGS will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

V. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for 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.

W. NONDISCRIMINATION OF CONTRACTORS

A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, 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.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (EFFECTIVE JULY 1, 2011)

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
3. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
4. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that DGS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

Z. SET-ASIDES

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Offerors shall be

deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

AA. BID PRICE CURRENCY

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. See Attachment C.

CC. BANKRUPTCY

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the Commonwealth may immediately terminate this Contract and an Authorized User may terminate an order, on notice to Contractor, unless Contractor immediately gives the Commonwealth or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Contractor, and if this Contract has not otherwise terminated, then the Commonwealth may suspend all further performance of this Contract until Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Commonwealth and Contractor that this is an executory contract. Any such suspension of further performance by the Commonwealth or Authorized User pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of the Commonwealth or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

DD. CONTINUITY OF SERVICES

The Contractor recognizes that Services under this Contract are vital to the Commonwealth or to any Authorized User and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

- b. To make all Commonwealth or Authorized User-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c. In the case of DCLS, the DGS Contracting Officer shall have final authority to resolve any disputes related to the transition of the contract from the Contractor to its successor. In the case of an Authorized User, the duly authorized Ordering Officer shall have final authority to resolve any disputes related to the transition of the contract from the Contractor to its successor.

Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contracting Officer in writing prior to commencement of said work.

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IX. SPECIAL TERMS AND CONDITIONS

The following provisions are desirable. An Offeror may propose alternative language, but the basic form of the Agreement provisions shall be retained. Offerors are requested to limit proposed changes, if any, to those of a substantive nature. The Commonwealth may seek more specific or additional provisions during negotiations e.g., service requirements, type support (on/off-site/depot), response times, periods of performance (PPM), etc.

A. SCOPE OF AGREEMENT

This is a master agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and _____ (the "Contractor"), a _____ corporation having its principal place of business at _____ for _____ (the "Services") pursuant to the Commonwealth's Request for Proposal RFP# RFM-2011-1208, dated December 09, 2011 (the "RFP") and the Contractor's proposal, dated ____, 2011 in response thereto.

B. INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this document, consisting of Terms and Conditions labeled __ through __, Attachment __ entitled *Services and Pricing Schedule*; (2) all executed Orders and Attachments referencing this Agreement; (3) the Commonwealth's RFP; and (4) the Contractor's proposal submitted in response to the Commonwealth's Request for Proposal ("RFP"). The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

C. TERM

The initial term contract period will be for one (1) year from date of award. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed.

D. RENEWAL OF CONTRACT

The Contract may be renewed at the sole discretion of the Commonwealth, for up to six (6) additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to

the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

E. PRICE PROTECTION/ADJUSTMENTS

The Commonwealth, or any Authorized User to this Agreement, shall not pay any additional costs above those provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

At its sole discretion, the Commonwealth may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: a) 3% of the contract pricing for the prior term, or; b) the contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Other services" item under the Services category of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) section of the Consumer Price Index for the latest twelve (12) months for which statistics are available. (<http://stats.bls.gov/news.release/cpi.t04.htm>)

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contracting Officer. The Contracting Officer will notify the Contractor in writing of any approved increase. Price increase would take effect on the first day of the renewal period. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

"Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

F. ADDITION/DELETION OF ITEMS AND SERVICES

This contract or any duly-authorized orders may be modified in order to add and/or delete items, services, or equipment locations as deemed necessary by the Commonwealth or any Authorized User, which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing,

G. ADVERTISING AND USE OF PROPRIETARY MARKS

Contractor shall not use the name of the Commonwealth, any entity thereof, or of any Authorized User or refer to the Commonwealth, any entity thereof, or of any Authorized User, directly or indirectly in any form of advertising without receiving prior written consent of the Commonwealth, or the relevant entity first. This includes, but is not limited to, any press release, formal advertisement, and product literature or client list in advertising and promotional materials. In no event may Contractor use a proprietary mark of the Commonwealth, any entity thereof, or of any Authorized User, without receiving the prior written consent of the Commonwealth or that entity.

H. AUDIT

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

I. ADDITIONAL USERS

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users (Authorized Users) not specifically named in the solicitation shall be made only by written contract modification issued by DGS and upon mutual agreement of the contractor. Such modification shall name the specific public body added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

J. USE OF AGREEMENT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative procurement," the intent of this Agreement is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, or public health, public educational or public institution, or public laboratory or institution may access and use this Agreement, if agreeable to Contractor and in accordance with the Ordering provisions governing this Agreement, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Agreement may be used by the entities stated above to procure services in accordance with Attachment "A," entitled Pricing Schedule, attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Department of General Services (DGS) in writing by providing DGS a Contract Sales and Usage report for any entity placing an order(s) to use this Agreement in accordance with the Contract Reporting provisions, herein.

This is a master agreement and no modification of the Agreement is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DGS, prior to the use of the Agreement before the Contractor shall accept any Order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Director, DGS Procurement.

Authorized Users will place their own Orders directly with the Contractor and will fully and independently administer their use of this Agreement to include contractual disputes, and invoicing and payments, without direct administration from DGS. Neither the Commonwealth nor DGS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Agreement.

Contractor hereby certifies and warrants that neither the Commonwealth nor DGS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Agreement, no matter the circumstances.

The use of the Agreement does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

K. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000, whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or their designee, the Director, Department of General Services.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Director, DGS Procurement
1100 Bank Street, Suite 724
Richmond, VA 23219
Tel.: 804-786-0177
Fax: 804-786-1593
Email: procurement@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

CONTRACTOR

Tel.: _____
Fax: _____
Email: _____

L. AWARD

Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

M. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor: fails to make any Product or Service ready for acceptance testing by the specified delivery date; repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for de-installation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

N. CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (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.

O. DELIVERY AND STORAGE

Contractor hereby certifies that it will meet any firm delivery or performance date provided herein, or any Order issued referencing the Agreement. Contractor shall be responsible to make all arrangements for delivery, unloading, receiving and storing materials in any facility during installation of any Equipment provided as a part of their Services under this Agreement. The Authorized User will not assume any responsibility for receiving these shipments. Contractor shall check with Authorized User and make necessary arrangements for security and storage space in a facility during installation.

P. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS

Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth and all Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price.

Q. EXTRA CHARGES NOT ALLOWED

Pricing for all Equipment covered under warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

R. FINAL INSPECTION

At the conclusion of work, for any Equipment being returned as a furnish and install upon return of Equipment under Warranty/Maintenance from manufacturer or depot service, repair or replacement, Contractor shall demonstrate to the Authorized User's representative that the Equipment or work is fully operational and in compliance with OEM or contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final Acceptance of the Equipment or the work by an Authorized User.

S. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, any Authorized Users, and the officers, agents, and employees of the Commonwealth and any Authorized Users, from and against any and all liabilities, claims, damages, losses, and actions of any kind or nature, whether at law or in equity, arising from or relating to (i) any act, error, omission, or misconduct of Contractor or its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement; or (ii) the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor and/or any services of any kind or nature furnished by the Contractor. The foregoing sentence shall not apply if a liability, damage, or loss is attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

T. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed the fees paid or payable to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by negligence or misconduct on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

U. INSPECTION OF JOB SITE

By their signature on this solicitation, Offerors certify and warrant that they shall have inspected the job site for which a duly authorized Order is received for which Services are to be performed/delivered in order that they shall have a full and complete awareness of all

conditions under which work is to be accomplished. Claims, as a result of failure to inspect a job site, shall not be considered by the Commonwealth or any other Authorized User issuing an Order under this Agreement

V. INSTALLATION

For any Equipment being returned under Warranty/Maintenance, Contractor agrees that all items will be assembled and set in place, ready for use, and that they shall remove all crating and other debris from the premises.

W. PRODUCT AVAILABILITY/SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the DGS Contacting Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

X. MAINTENANCE MANUALS

As necessary in the performance of Services under this Agreement, or as otherwise appropriate, Contractor shall provide with each piece of Equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

Y. IDENTIFICATION OF SEALED PROPOSAL

The **signed** proposal and required number of copies must be returned in a separate **sealed** envelope, box, or other sealable package, and identified as follows:

Vendor Name	
Street or Box Number	POSTAGE*
City, State, Zip Code	
Department of General Services ATTN: ____ (Buyer identified on Page 1 of the solicitation) ____ Consolidated Procurement Unit (CPU) 1100 Bank St STE 724 Richmond VA 23219	
RFP #:	RFM-2011-1208
RFP Title:	Laboratory Asset Management & Maintenance Services Solution
Due Date:	_____
Time:	4:00 P.M. EST

If a proposal is mailed, the Offeror takes the risk that the envelope, box, or other sealable package, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals delivered that require an "Additional Postage Due" payment shall not be accepted.

Sealed proposals may be hand delivered to the designated location in the office issuing the solicitation.

No other correspondence or other proposals should be placed in the envelope, box, or other sealable package.

Z. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

AA. COMPETITIVE PRICING

Contractor warrants and agrees that each of the charges, economic or product terms or warranties granted to the Commonwealth pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor or with an Authorized User to provide Services under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor shall immediately notify DGS of such change.

In the event the Commonwealth becomes aware of another Contractor customer or Authorized User, who has received such lower prices, during any Term of this Agreement, DGS will notify the Contractor of such prices for such Services and elect to make the more favorable prices applicable to the Commonwealth and Authorized Users of this Contract, from the date those prices were available to the Contractor's customer or Authorized User.

BB. CONDITIONS OF PAYMENT

All Services provided by Contractor pursuant to this Contract shall be performed to the satisfaction of the ordering Agency and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for Services found to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

CC. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

DD. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS

The Commonwealth or any Authorized User shall grant to Contractor personnel such access to their location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement, and subject to any remedies the Commonwealth or any Authorized User is entitled to thereby.

EE. CONTRACTOR'S QUARTERLY REPORT OF SALES

Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The report must show each individual item and quantities purchased and the purchaser. A Contract Sale is defined as the total of all invoices paid by the Commonwealth or any Authorized User during the reporting period

The Contractor shall provide this report in Excel spreadsheet format via email to the Director, DGS Procurement at procurement@dgs.virginia.gov within thirty (30) days after the end of each quarterly reporting period as defined herein.

FF. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia*, or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the

Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and *Prompt Payment Act* interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor' remedies include the right to terminate any license or support services hereunder.

GG. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached to enable validation.

HH. DISCOUNTS

The Contractor shall extend any promotional prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

II. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS (EFFECTIVE JULY 1, 2011)

It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- b. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

JJ. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions; excluding the rental contract form as required for receiving a rental car. Any documents signed by persons other than the Director, DGS Central Procurement Unit or authorized designee shall have no validity or effect upon the Contract

KK. FAILURE TO DELIVER

In the event Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services or items set forth in the Schedule, then the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by the State is sent or given, then the State may immediately procure service(s) from another source. In no event shall the State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, developing, or delivering the service(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

LL. INDUSTRIAL FUNDING ADJUSTMENT

For any Additional User that may be added through a modification to this Agreement, Contractor must pay DGS an Industrial Funding Adjustment (IFA). The Contractor must remit such IFA within thirty (30) days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Quarterly Report of Sales." The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Quarterly Report of Sales as delineated in the paragraph herein entitled "Contractor's Quarterly Report of Sales." The IFA reimburses the Commonwealth and defrays the costs for procurement and the administration of the additional users in any subsequent contract award(s). The IFA amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material. Payment shall be made by check as described herein made payable to the "Treasurer, Commonwealth of Virginia" and delivered to the Director, DGS Procurement, 1100 Bank Street, Suite 724, Richmond, VA 23219.

DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check if requested by the Contractor. The request must be submitted in writing to DGS Procurement Services Director.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to

submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales to any Additional Users, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

MM. LOBBYING AND INTEGRITY

Offerors are cautioned that communications with individuals other than the Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Offeror shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information the Agency deems relevant to the Offeror's integrity or responsibility to provide the services or goods, described herein.

NN. NON-APPROPRIATION

All funds for payment of goods or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose by an Authorized User. In the event of non-appropriation of funds by the Legislature for the items under this contract, the Commonwealth will terminate this Contract, or an Authorized User will terminate their respective Order, for those goods or services for which funds have not been appropriated. The Commonwealth or any Authorized User will provide written notice to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth or any Authorized User may terminate an Order under this Contract for goods or services dependent on such federal funds without further obligation.

OO. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional attendance pre-proposal conference will be held at **10:00 A.M. EST on Tuesday, January 10, 2012 at 10:00 A.M. EST at the Washington Building, Conference Room 1100 Bank Street, Suite 724, Richmond, Virginia 23219 and via teleconference.** The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Although participation at this conference will not be a prerequisite for submitting a proposal, due to the importance of all Offerors having a clear understanding of the scope of work and requirements of this solicitation, interested Offerors are encouraged to participate whether attending in-person or via teleconference.

Interested Offerors attending in-person should bring a copy of the RFP since none will be made available during the conference.

Interested Offerors wishing to participate via teleconference must register with the Contracting Officer, Robert Meisoll, via email, at robert.meisoll@dgs.virginia.gov by close of business on Tuesday, January 3, 2012 Registered participants will be provided the telephone number and conference code needed in order to participate.

Any changes resulting from this conference will be issued in a written addendum to the solicitation.

See Section VII of the RFP, entitled “Optional Pre-Proposal Conference” for additional information related to this conference.

PP. ORDERS

Authorized Users may order Services from this Contract by any of the following methods:

- a. eVA: eVA order will be issued by the CoVA or an Authorized User through the Commonwealth’s electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Purchase Order (PO): An official PO form issued by an Authorized User.
- c. Charge Card:
 - i. Any order/payment transaction processed through the Commonwealth’s contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or any then-current charge card limit.
 - ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User.

This ordering authority is solely limited to issuing orders for Services available under this Agreement.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

QQ. PRIME CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

RR. REFERENCES

Offerors shall provide a list of three (3) references where similar services have been provided. References shall not include the DGS. **Complete and submit Attachment B, entitled “Vendor Data Sheet” with response.**

SS. SEVERABILITY

Each paragraph and provision of this Contract is severable from the entire Contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

TT. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information electronically by email in spreadsheet format about the DMBE-certified Small business, as follows: name of small business, phone number, DMBE-certification number, DMBE category type*, taxpayer identification number (T.I.N.), type of product/service provided, and total dollar amount subcontracted for the reporting period. A suggested format follows:

Firm Name & Phone Number	DMBE Cert. Number	DMBE Category *	T.I.N.	Type of Goods/ Services	Amount (\$)
_____	_____	_____	_____	_____	_____
TOTAL					_____

* Small (S), Woman-owned (W), Minority-owned (M) Business Certification.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency

or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

Reports are to be emailed by the 5th of each month to: procurement@dgs.virginia.gov.

UU. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

VV. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the DGS Contracting Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DGS Contracting Officer the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

WW. TECHNOLOGY IMPROVEMENTS

The Commonwealth recognizes the rapid pace of development in new technology with the need to refresh equipment, software, or services to accommodate technological change. It is the Commonwealth's intent to actively seek solutions that allow it to retain its investments in current hardware, software or services, while gaining access to the latest developments in technology in the most cost effective manner. In so doing, the Commonwealth seeks to provide its customers and Contract users with access to services that are representative of the most recent, innovative, and/or proven technologies available.

Therefore, Contractor agrees to provide DGS with written notification of any known hardware, services, firmware, or software changes at least 60 days, or sooner if agreed to by DGS in writing, in advance of any proposed date for implementing such changes that may affect the features, functionality, or method of operation or delivery of any Service or

Product offered under this Agreement. Such changes shall take place only after review by DGS, and upon the written mutual agreement of both parties. Upon DGS' request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes.

XX. CONTINUITY OF SERVICES:

The Contractor recognizes that the Services under this Contract are vital to the Commonwealth or any Authorized User, and must be continued without interruption and that, upon Contract expiration, a successor, either the Commonwealth, Authorized User, or another contractor, may continue them. Therefore, Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all Commonwealth or Authorized User-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That the DGS Contracting Officer shall have final authority to resolve disputes related to the transition of Contract Services from the Contractor to any successor.

The Contractor shall, upon written notice from the DGS Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the DGS Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the DGS Contract Officer in writing prior to commencement of said work.

YY. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the Contractor shall fail to deliver the equipment or services required by this Contract or (b) the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this agreement or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment, if applicable, will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

ZZ. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience.

AAA. TRANSITION OF SERVICES

Prior to or upon expiration or termination of this Contract and at the request of DGS, Contractor shall provide all assistance as DGS may reasonably require to transition any Contract-related Services to any other supplier with whom DGS contracts for provision of Solution-related Services. This obligation may extend beyond expiration or termination of the Contract for a period not to extend six (6) months. In the event of a termination for breach or default of Contractor or a termination due to Contractor's status as a party excluded from Federal Procurement and Non-procurement Programs, Contractor shall provide such assistance at no charge or fee to the Commonwealth; otherwise, Contractor shall provide such assistance at a reasonable hourly rate as delineated in the Contract Price Schedule, or any lesser amount as may be negotiated between the Parties.

BBB. WARRANTY

Contractor agrees that 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 services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.

CCC. PREVENTIVE MAINTENANCE

Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain all Equipment in complete operational condition in accordance with all OEM specifications and operating standards during the term of this Agreement, or any successive renewal thereof.

DDD. WEB INTERFACE

If a website is offered as a part of any proposal, then the Contractor shall have a functioning web interface available within sixty (60) days of Contract signature. This website will incorporate all functionality described through this Contract, and any Attachments herein.

EEE. WORK SITE DAMAGES

Any damage to the Commonwealth or Authorized User's facility, resulting from the Contractor's performance of Services under this Contract, shall be repaired to the Commonwealth or Authorized User's satisfaction at the Contractor's expense.

CONTINUED ON NEXT PAGE

X. INVOICES AND METHOD OF PAYMENT

- a. **Invoices:** As applicable, all invoices shall be rendered promptly to DGS or any Authorized User after all Services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement or individual Order referencing this Contract. Invoices shall provide at a minimum:
- i. Name of Authorized User (ordering entity)
 - ii. User contact name
 - iii. Description of the Service provided
 - iv. Customer number
 - v. Work order number
 - vi. Invoice number
 - vii. Invoice date
 - viii. Monthly charges
 - ix. Contract Number, and
 - x. Contractor's Taxpayer Identification Number (TIN)

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in an Order from such Authorized User.

- b. **Payment:**
- i. For valid invoices in the amount of \$5,000.01 or more, payment will be made within thirty (30) days of receipt of a valid invoice for all services provided during the previous month. The Contractor shall submit a valid invoice to the following address by the tenth (10th) day of the month following the month in which services were rendered. Invoices shall be mailed to:

Department of General Services
ATTN Fiscal Services
Post Office Box 404
Richmond, Virginia 23218-0404

or
 - ii. For valid invoices in the amount of \$5,000.00 or less, payment may be made using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC).

CONTINUED ON NEXT PAGE

XI. PRICING SCHEDULE

Offerors are strongly advised to provide a Pricing Schedule for the Commonwealth's evaluation purposes that is complete, comprehensive, simple, and easy-to-understand.

A suggested format is located in Attachment A. Such a schedule will be finalized during any negotiations, if appropriate.

XII. ATTACHMENTS

Attachment A – Sample Contract Price Schedule Format

Attachment B – Vendor Data Sheet

Attachment C – State Corporation Commission Form

Attachment D – Small Business Subcontracting Plan

Attachment E – DCLS Information and Fact Sheet (2010)

Attachment F – DCLS Fixed Asset Equipment Data (Summary & Details)

ATTACHMENT A

SAMPLE CONTRACT PRICE SCHEDULE FORMAT

ATTACHMENT ____
 TO
 CONTRACT DGS- _____ - ____
 BETWEEN THE
 DEPARTMENT OF GENERAL SERVICES
 AND

SAMPLE SERVICES AND PRICING SCHEDULE

OFFERORS – DO NOT ADD INFORMATION AT THIS TIME. THE ATTACHMENT IS TO BE COMPLETED DURING ANY CONTRACT NEGOTIATIONS, IF ANY, THAT MAY TAKE PLACE AND WILL INCORPORATE OFFERED SERVICES/PRICING

Attachment "____" is hereby incorporated into and made an integral part of Agreement Number VA _____ - ____ between _____ and the Commonwealth of Virginia.

In the event of any discrepancy between this Attachment "____" and Contract Number DGS- _____ - ____, the provisions of Contract DGS- _____ - ____ shall control.

1. LISTING OF ALL SERVICES AND PRICING (Developed from Section XI from RFP/Proposals)

1. Product	Qty	Cost	Extended Cost
a.		\$ ____	\$ ____
b.		\$ ____	\$ ____
Sub Total Products			\$ ____

2. Services	Qty	Cost	Extended Cost
a.		\$ ____	\$ ____
b.		\$ ____	\$ ____
Sub Total Services			\$ ____

3. Other	Qty	Cost	Extended Cost
a.		\$ ____	\$ ____

b.		\$ ____	\$ ____
		Sub Total Other	\$ ____
GRAND TOTAL			\$ ____

Note – the above is for illustrative purposes. Offerors may propose an alternative format, but pricing should be complete, comprehensive, and all-inclusive.

2. SHIP TO BILL TO ADDRESSES

TBD

3. DELIVERY SCHEDULE

TBD

4. AGENCY AND CONTRACTOR POINTS OF CONTACT

TBD

**ATTACHMENT B
VENDOR DATA SHEET**

Note: The following information is required as part of your response to this proposal. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation score of the proposal.

1. Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Vendor's Primary Contact: Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:
_____ Years _____ Months

4. Vendor Information:

FEIN (If Company, Corporation, or Partnership): _____ or

Social Security Number (If Individual): _____

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods and/or services.

A. Company: _____ Contact: _____

Address: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Address: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Address: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission ("SCC") registration information:

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____.

-OR-

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

-OR-

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

-OR-

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

**** NOTE ****

Check this box if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.*

Signature: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Date: _____

* The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.

ATTACHMENT D
Small Business Subcontracting Plan

DEFINITIONS

Small Business: "Small business " means 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 (3) years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one (1) or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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 (1) or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one (1) or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one (1) or more minority individuals 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 (1) or more minority individuals and both the management and daily business operations are controlled by one (1) or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A: If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification #: _____ Certification Date: _____

Section B: Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

Small Business Name, Address, and DMBE Certificate #	Status if Small Business is also: Women (W), and/or Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
DMBE Certificate #					\$ _____
DMBE Certificate #					\$ _____
DMBE Certificate #					\$ _____
DMBE Certificate #					\$ _____
Totals \$					\$ _____

*Additional pages may be added as necessary using the format shown above

ATTACHMENT E DCLS Fact Sheet

DCLS

Division of Consolidated Laboratory Services: Department of General Services

2010 HIGHLIGHTS

The Division of Consolidated Laboratory Services (DCLS) is an agency within the Department of General Services, and is the public health laboratory for the Commonwealth of Virginia. The DCLS performs laboratory testing in support of at least 26 different state agencies and conducts more than 7 million laboratory tests a year using 650 different testing methods.

As the State Public Health, Agriculture, Consumer Protection and Environmental Laboratory, DCLS is an integral part of the national safety network. DCLS is the front line for:

- Monitoring the environment in which we work and play monitoring organisms from all Virginia tuberculosis cases for drug resistance.
- Testing of human and animal specimens for H1N1, avian and seasonal influenza.
- Providing laboratory services for the Dulles Airport Quarantine Station.
- Identifying and fingerprinting MRSA (methicillin-resistant *Staphylococcus aureus*) and other resistant bacteria.
- Investigating and containing emerging and infectious disease outbreaks.
- Preventing disease and disability in vulnerable populations, including children and the elderly.
- Developing new methods to interrupt transmission of infectious disease, to stop environmental degradation and to detect hazardous chemicals in human and animal specimens.
- Preparing for and responding to local, state and national emergencies such as bioterrorism and chemical terrorism and natural disasters.
- Informing communities and government about threats or risks to health.
- Testing animal feeds, commercial fertilizers, pesticides, gasoline and other commercial products to assure the consumer gets what they are paying for.

H1N1 INFLUENZA

- DCLS conducts influenza testing in concert with the Virginia Department of Health (VDH) for surveillance purposes and collaborates with the Centers for Disease Control and Prevention (CDC) for antiviral resistance testing. This testing performed by DCLS allows VDH to focus their control measures in those areas with the most influenza activity.
- As a sentinel laboratory for the World Health Organization (WHO), DCLS sends a portion of influenza vi-



rus isolates to CDC which are used to help plan for next year's vaccine formulation.

- Routine patient diagnostic testing for influenza is not conducted by this laboratory; instead DCLS focuses on surveillance and outbreak identification.

INNOVATION

- DCLS was one of the first U.S. laboratories approved by the CDC to test for epidemic H1N1 (swine) influenza in clinical specimens with the CDC assay.
- DCLS validates and maintains over 100 Laboratory Response Network test methods to rapidly identify disease-causing organisms that may be used in a terrorist attack.
- DCLS expanded bacterial DNA fingerprinting capabilities in support of food-borne and respiratory disease surveillance and outbreak investigations in Virginia and the Mid-Atlantic Region.
- DCLS developed or modified several methods for the detection of hazardous chemicals in human and environmental samples, and disseminated the research in scientific journals and national scientific meetings.
- DCLS increased capabilities through the construction of a BioSafety Level 4 containment laboratory to provide safe and secure handling of dangerous infectious organisms and toxic substances.
- DCLS is one of just 22 laboratories in the U.S. that is able to detect smallpox.
- DCLS was one of the first five states to implement newborn screening for the 28 disorders recommended by the March of Dimes and DHHS.
- In 2010, the DCLS LIMS (Laboratory Information Management System) Implementation and Electronic Messaging Project received both the state's 2010 COVITS (Commonwealth of Virginia's Information Technology Symposium) award in the category of "Information Technology as an Efficiency Driver" and the national 2010 NASCIO (National Association of State Chief Information Officers) award in the category of "Digital Government to Government."
- The CDC Division of Bioterrorism Preparedness and Response and the APHL selected DCLS as one of



Serving Government. Serving Virginians.



eight state laboratories to participate in a study to determine limits of detection for laboratory instrumentation used to identify bioterrorism agents.

- DCLS completed the construction phase of a Bio-safety Level 4 containment laboratory. This laboratory provides DCLS scientists with a safe working environment to manage, contain and analyze samples that may contain extremely dangerous biological agents.
- DCLS is the first non-federal laboratory to develop a Bio-safety Level 4 lab capability dedicated for work with human pathogens.
- DCLS has become a national training “Center of Excellence” over the past five years.
- DCLS was selected by the USDA/FDA as a Regional Training Center for laboratory staff within the Food Emergency Response Network.
- Virginia was selected as one of six states to participate in the national APHL/CDC Public Health Laboratory Interoperability Project (PHLIP). The primary goal of PHLIP is to develop a common process for the rapid, secure electronic transmission of test orders and results across state and federal public health partners, using standardized messaging and vocabulary.
- DCLS participated in local, state, and federal emergency response exercises, drills, and training programs, including: The Nuclear Regulatory Commission, FBI exercises, the Department of Emergency Services, the CDC, the Virginia National Guard Weapons of Mass Destruction (WMD), Metro Richmond Hazmat Team, Chesterfield County Hazmat, botulism drills, the VOP 1-03 Surry Drill for Radiochemistry, and the Central Virginia Environmental Crimes Taskforce exercises.
- Virginia was one of the three highest ranking states in a national emergency preparedness and response survey by Trust for America’s Health (TFAH). The TFAH report recognized DCLS as enhancing laboratory capabilities and providing rapid response identifying biological and chemical agents.

OPERATIONAL EFFECTIVENESS

- More recently in the past few years, emergency laboratory support was provided 24/7 for a number of well publicized events. Examples include:
 - Testing hogs for Melamine, from farms in the Southeast United States, that had ingested contaminated feed from China. Also, tested imported food and milk for melamine.
 - Air quality testing following avian influenza decontamination efforts at a turkey farm.
 - Testing water from the James River following recurrent complaints and media reports of excessive foam.
 - Testing contaminated water and food samples at a Boy Scout Camp in Goshen with over 1,700 scouts in attendance.
 - Testing support that led to several national food alerts including the salmonella and aflatoxin contamination of peanut butter, peppers, tomatoes, alfalfa sprouts.
 - Newborn screening testing to the Maryland Newborn Screening program when they had a problem with their lab instruments. In one weekend DCLS tested over 1,400 infant blood samples sent from Maryland.
- DCLS is engaged in several cooperative electronic reporting projects with VDH to eliminate dual data entry and accelerate the receipt of patient test results.
 - One project is focused on electronically transmitting results from DCLS to VDH. Tuberculosis, hepatitis, HIV, rabies, blood lead and influenza test results are electronically sent to VDH on a daily basis and the team is currently testing the electronic transmission of additional laboratory results. DCLS collaborated with VDH to receive outbreak data electronically into the DCLS LIMS. This effort has facilitated the timely and appropriate testing of outbreak-related samples.
- The Director of the CDC presented an award to DCLS in recognition of the advanced laboratory training programs we provides for scientists throughout the United States.
- The DHS/EPA Emergency Response Laboratory Network (ERLN) met at DCLS. The laboratory was the first state lab to be selected for enhancement to test for possible Chemical Weapon Agents in the environment.

Richard F. Sliwoski, P.E., DGS Director, DGS
Joseph F. Damico, Deputy Director, DGS

Dr. James Pearson, Director, Division of Consolidated Laboratory Services
Jim.Pearson@DGS.Virginia.Gov
804-648-4480

www.DGS.virginia.gov

ATTACHMENT F
DCLS Fixed Asset Equipment Data – Summary
(Manufacturer/Value)

Rank	Manufacturer	Amount	Rank	Manufacturer	Amount
1	APPLIED BIOSYSTEMS	3,471,573	47	MELLENNIUM	65,000
2	AGILENT	1,738,416	48	METTLER	64,168
3	WATERS	1,451,655	49	WESTCO	63,889
4	THERMO FISHER	1,373,659	50	TM ANALYTIC	62,890
5	BAKER	862,434	51	IDAHO TECHNOLOGY INC	60,936
6	PERKIN-ELMER	859,688	52	CUSTOM BUILT	55,700
7	DIONEX	628,018	53	BIOMEK	54,274
8	VARIAN	624,386	54	SORVALL	52,993
9	SHIMADZU	623,223	55	SAN PLUS SYSTEM	51,904
10	QIAGEN	541,569	56	LEAP TECHNOLOGIE	50,777
11	GERSTEL	459,304	57	HORIBA	50,340
12	ROCHE	334,296	58	PETROLAB-AMETEK	47,500
13	BIO-RAD	300,103	59	ED BIOSY	46,491
14	STARLIMS	287,500	60	DUPONT	45,000
15	SKALAR	279,562	61	PARKER HANNIFIN	44,442
16	CALIPER LIFE SCIENCES	271,156	62	BIO-PLEX	42,000
17	JEOL	251,380	63	NICOLET	41,439
18	LECO CORP	225,183	64	SATURN	41,152
19	BECKMAN COULTER	224,706	65	GILES SCIENTIFIC INC	40,000
20	CEPHEID	209,284	66	NETAPP	38,749
21	PRIMUS	186,963	67	CHARM SCIENCES	38,130
22	STERIS CORPORATION	148,792	68	LABTRONICS	37,700
23	ADVION BIOSCIENCES INC.	145,716	69	EXTER	34,925
24	ADV ENGINE TECHNOLOGY	145,455	70	SCHUNK	33,100
25	LACHAT	139,148	71	INSTRON	32,527
26	PEGASUS	136,742	72	TERRA TECHNOLOGIES	31,235
27	ZEISS	133,361	73	GERHARDT	30,998
28	CANBERRA	129,239	74	DELL	29,914
29	HEWLETT-PACKARD	91,710	75	PATHATRIX	29,545
30	BACTEC	86,765	76	LANCER USA	28,975
31	MEASUREMENT TECH	86,674	77	LABMATIC	28,500
32	BIOTAGE	86,150	78	JOHNSTON LAB	28,498
33	OLYMPUS	83,886	79	BIOMERIEUX	28,159
34	DRESSER WAUKESHA	81,217	80	ELANTECH	26,302
35	GILSON	79,252	81	EST	25,995
36	SCP SCIENCE	76,918	82	TAB	24,939
37	THERMOQUEST	76,300	83	ANTON PAAR USA	24,190
38	AXIOVERT	74,239	84	VAISALA	23,258
39	ACCUPREP	72,978	85	AVANTI	23,241
40	MAGNA PURE LC	70,575	86	CETAC	23,000
41	BIOLOG	68,220	87	CEM	21,735
42	PURE GAS	66,909	88	ARCHON	21,583
43	NIKON	66,739	89	METROHM	21,177
44	HORIZON SPE-DEX	66,731	90	LAB-LINE	20,593
45	MITCHUM-SCHAEFER	66,300	91	IROX	20,569
46	HERZOG	65,954	92	ARGONAUT	20,400

Rank	Manufacturer	Amount
93	LABCONCO	19,835
94	BIODEX	18,750
95	MIELE	18,619
96	RETSCH	17,531
97	ENCON	17,031
98	MTS	16,940
99	HOWE CAREY & ASS	15,918
100	SEWARD	15,615
101	APRICOT DESIGN/E	15,220
102	OPELCO	15,189
103	DYNAL	14,141
104	ANDREW GLASS	13,860
105	INVITROGEN DYNAL	13,770
106	LABREPCO	13,360
107	BALLEY COOLER	13,265
108	COY LAB PRODUCTS	13,184
109	APPLIED MATHS NV	13,085
110	KINGFISHER	12,919
111	HARRIS	12,640
112	EPPENDORF	12,438
113	TITERTEK	12,200
114	ZYMARK	11,712
115	MLS	11,650
116	CYTOSPIN	11,645
117	ENTECH INSTRUMENTS, INC.	11,448
118	JEWETT	10,904
119	WESCOR INC	10,427
120	MATRIX MICROSCIENCE INC	9,958
121	TOLEDO	9,653
122	MICRON POWDER SY	8,100
124	STAR STATION	7,681
125	TURBOVAP	7,595
126	IROC TECHNOLOGIES	7,558
127	RTF MANUFACTURIN	7,525
128	SPOT DIAGNOSTIC	7,423
129	RUPP & BOWMAN	7,168
130	TURBO VAP	6,905
131	JOUAN	6,885
132	ZELTEX	6,620
133	ALLSPIN	6,563
134	AQUA LAB	6,200
135	CDW GOVERNMENT INC	5,954
136	BIOTEK	5,695
137	NORLAKE	5,512
138	POWERS SCIENTIFI	5,319
139	ONTAL LAMINAR FL	5,241
140	BIOTEX	5,055
141	LAB CREST	5,000
Grand Total		19,805,765

DCLS Fixed Asset Equipment Data - Details

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
1	CL-038029	4000 QTRAP MS W/ AGILENT 1200 HPLC	PRO	APPLIED BIOSYSTEMS	495,183
2	CL-038175	4000 Q TRAP MASS SPECTROMETER (MS/MS) SYSTEM SCIEX	API400	APPLIED BIOSYSTEMS	493,042
3	CL-038058	DONATED BY CDC MASS SPECTROMETER (MS/MS) SYSTEM	API4000	APPLIED BIOSYSTEMS	425,000
4	CL-038430	MASS SPECTROMETER (MS/MS) SYSTEM	API400	APPLIED BIOSYSTEMS	421,008
5	CL-038429	MASS SPECTROMETER (MS/MS) SYSTEM	API400	APPLIED BIOSYSTEMS	421,008
6	CL-038431	MASS SPECTROMETER (MS/MS) SYSTEM	API400	APPLIED BIOSYSTEMS	421,008
7	CL-038507	MASS SPECTROMETER (MS/MS) SYSTEM	API 40	APPLIED BIOSYSTEMS	359,208
8	CL-037805	GENETIC ANALYZER ABI REAL TIME PCR QST	ABL	APPLIED BIOSYSTEMS	170,069
9	CL-038181	7500 FAST REAL TIME TOW ABI REAL TIME PCR	7500FA	APPLIED BIOSYSTEMS	57,618
10	CL-038239	DETECTION SYSTEM ABI REAL TIME PCR	7500 F	APPLIED BIOSYSTEMS	54,565
11	CL-038238	DETECTION SYSTEM ABI REAL TIME PCR	7500	APPLIED BIOSYSTEMS	54,565
12	CL-038322	DETECTION SYSTEM	7500 F	APPLIED BIOSYSTEMS	49,964
13	CL-038104	ABI PRISM 7000 SDS TOWER SILVER 96- WELL GENEAMP PCR SYSTEM	7000	APPLIED BIOSYSTEMS	43,470
14	CL-038052			APPLIED BIOSYSTEMS	5,865
				APPLIED BIOSYSTEMS Total	3,471,573
15	CL-037821	GC/MS AIR ANALYSIS GAS CHROMATOGRAPH/ MASS SPECTROMETER	HP5973	AGILENT	198,579
16	CL-038093	DONATED BY CDC GAS CHROMATOGRAPH-		AGILENT	140,000
17	CL-037841	MASS SP PURGE AND TRAP PURGE & TRAP GAS CHROMATO MASS SPECTROMETER(GC/MS) REIM.100% DOH/OWP	5973N	AGILENT	136,515
18	CL-037585	GRANT	5973N	AGILENT	134,839
19	CL-037969	AGILENT GC/MS AIR II SYST GAS CHROMATOGRAPHY/MASS SPECTROME (GC/MS)	6890/5	AGILENT	134,313
20	CL-037608	PURCHASED BY FED GOV	6890GC	AGILENT	125,000
21	CL-038224	GC/MS/MSD XL EI/CI MSD/DS GC/MS W/COMPUTER PRINTER AUTOSAMPLERS	5975C	AGILENT	103,501
22	CL-038165	DETECTORS CONTROLLERS GAS CHROMATOGRAPH	RC-6	AGILENT	101,338
23	CL-037830	MASS SPECTROMETER GAS CHROMATOGRAPH	5973	AGILENT	97,220
24	CL-037831	MASS SPECTROMETER LC SYSTEM WITH FLUOR	5973	AGILENT	97,220
25	CL-037792	DET ISOCRATIC PUMP GAS CHROMATOGRAPH WITH ELECTRON CAPTURE DETECT REIM.100%BY	1100	AGILENT	76,389
26	CL-037584	DOH/OWP GRANT	6890	AGILENT	58,055

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
27	CL-037579	GAS CHROMATOGRAPH	6890	AGILENT	54,571
28	CL-037629	GAS CHROMATOGRAPH GC CHEMSTATION W/PC AUTOSAMPLER TWIN	6890	AGILENT	54,499
29	CL-037814	TOWERS S/W GC CHEMSTATION W/PC AUTO	6890N	AGILENT	52,759
30	CL-037813	2100 BIOANALYZER	6890N	AGILENT	47,618
31	CL-038324	BIOANALYZER	2100	AGILENT	25,967
32	CL-037833	BIOANALYZER	2100	AGILENT	21,000
33	CL-037834	BIOANALYZER	2100	AGILENT	21,000
34	CL-038381	GAS CHROMATOGRAPH SYSTEM AGILENT FID (FORM GC3)	6850	AGILENT	20,061
35	CL-038380	GAS CHROMATOGRAPH (GC) SYSTEM AGILENT FID (FORM GC4) AUTOSAMPLER HIGH PERFORMANCE SYSTEM	6850	AGILENT	20,061
36	CL-038228	COMPONENT OF CL-037792 MICRO ELECTRON CAPTURE DETECTOR REPLACING EXISTING CL- 037600	G1367B	AGILENT	12,543
37	CL-038222		MIRCRO	AGILENT	5,368
				AGILENT Total	1,738,416
38	CL-038037	LC Q TOF PREMIER (LC/MS) Q=QUADRUPLLE TIME OF FLIGHT SYSTEM HAS 2 LCS AND 2MSS TANDEM MASS SPECTROMETRY	Q-TOF-	WATERS	468,928
39	CL-037818	TANDEM MASS SPECTROMETRY	QUATTR	WATERS	285,045
40	CL-037819	TANDEM MASS SPECTROMETRY	QUATTR	WATERS	285,045
41	CL-037820	TANDEM MASS SPECTROMETRY	QUATTR	WATERS	285,045
42	CL-037587	ALLIANCE HP/LC W/SCANNING FLUORESCENCE PC POST COL REACTION REAGEN TEMP CONTROLS	2690	WATERS	63,338
43	CL-038004	HPLC - 1) BINARY HPLC PUMP 2) AUTOSAMPLER 3) FLUORESC DETECTOR 4) PST COLUMN MODULE 5) TEMP CNTRL MODULE	1525 7	WATERS	41,093
44	CL-037738	HPLC	ALLIAN	WATERS	23,159
				WATERS Total	1,451,655
45	CL-037607	FINNEGAN TRACE GC/AGILENT HPLC/TSQ MS PURCHASED BY FED GOV	TSQ700	THERMO FISHER	371,000
46	CL-038095	LINEAR IRON QUADRUPL LTQ LC/M DONATED BY FDA VARLEN INSTRUMENTS ADA AUTOMATED DISTILLATION APPARATUS 4 UNITS @ 18K EACH		THERMO FISHER	275,000
47	CL-037337	SMART CYCLER II DESKTOP SYSTEM INCLUDES 2 BLOCKS W/ 2 SERIAL NUMBERS	MP626	THERMO FISHER	75,440
48	CL-038106		SC1000	THERMO FISHER	52,802

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
49	CL-038054	GC/ECD/FPD SYSTEM TRACE GAS CHROMATOGRAPH,		THERMO FISHER	46,896
50	CL-037609	FINNEGAN SIMULATED DISTILLATION GAS CHROMATOGRAP FOR	TRACE2	THERMO FISHER	37,675
51	CL-038200	DIESEL AND GAS TESTING SIMULATED DISTILLATION GAS CHROMATOGRAP FOR	TRACE	THERMO FISHER	30,773
52	CL-038198	DIESEL AND GAS TESTING BARNSTEAD/LAB WALKIN	TRACE	THERMO FISHER	30,773
53	CL-037771	ENVIRONMENTAL CHAMB BARNSTEAD/LAB WALKIN	704AS	THERMO FISHER	24,540
54	CL-037772	ENVIRONMENTAL CHAMB BARNSTEAD/LAB WALKIN	704AS	THERMO FISHER	24,540
55	CL-037773	ENVIRONMENTAL CHAMB FORMA GLASSWARE	704AS	THERMO FISHER	24,540
56	CL-037497	WASHER FREEZER ULT FORMA 8600	8890	THERMO FISHER	18,204
57	CL-038511	SERIES DBL DR HERAEUS MULTIFUG REFRIGERATED	8691	THERMO FISHER	15,760
58	CL-038404	CENTRIFUGE FORMA-86C ULT FREEZER	NONE	THERMO FISHER	14,479
59	CL-038201	DOUBLE DOOR FORMA-86C ULT FREEZER	8691	THERMO FISHER	14,226
60	CL-038202	DOUBLE DOOR	8691	THERMO FISHER	14,226
61	CL-038509	FREEZER REVCO CRYOGENIC	PLUS S	THERMO FISHER	13,591
62	CL-037770	FREEZER 10 CU REVCO FREEZER UPRIGHT	ULT	THERMO FISHER	13,449
63	CL-038441	ULTRA LOW TEMP FREEZER, UPRIGHT,	ULT258	THERMO FISHER	11,321
64	CL-038215	DOUBLE DOOR 13 CU FREEZER, UPRIGHT, DOUBLE DOOR 13 CU SEE	8692	THERMO FISHER	11,197
65	CL-038216	ALSO CL-038215	8692 R	THERMO FISHER	11,197
66	CL-038403	REVCO UPRIGHT FREEZER DOUBLE DOOR UPRIGHT	ULT258	THERMO FISHER	11,020
67	CL-038103	FREEZER REVCO FREEZER ULTRA	86C	THERMO FISHER	10,987
68	CL-038172	LOW UPRIGHT FORMA QUICK DRYING	ULT258	THERMO FISHER	10,718
69	CL-037505	OVEN REVCO	6385	THERMO FISHER	10,714
70	CL-038123	REFRIGERATOR/FREEZER	ULT258	THERMO FISHER	10,708
71	CL-038124	FREEZER ULTRA LOW(-80 C) FTIR UPGRADE: INCLUDES WORKSTATION UPGRADE	REVCO	THERMO FISHER	10,708
72	CL-038338	TO CL-037523 REVCO REFRIGERATOR	SMART	THERMO FISHER	10,696
73	CL-038512	ISTMP 74CF	ULT 21	THERMO FISHER	9,844
74	CL-038399	FREEZER UTIMA II SERIES SHANDON CYTOSPIN 4	ULT254	THERMO FISHER	9,454
75	CL-037787	CENTRIFUGE	A783	THERMO FISHER	9,422
76	CL-038408	NANODROP 2000 REVCO FREEZER, ULTRA	NANODR	THERMO FISHER	8,791
77	CL-038171	LOW UPRIGHT REVCO	ULT254	THERMO FISHER	8,269
78	CL-038122	REFRIGERATOR/FREEZER	ULT254	THERMO FISHER	8,152

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
79	CL-038405	CELL WASHER	CW2+	THERMO FISHER	7,952
80	CL-037780	REVCO UPRIGHT FREEZER -	ULT	THERMO FISHER	7,430
81	CL-037981	70 DEG UPRIGHT FREEZER		THERMO FISHER	7,416
82	CL-037966	REVCO UPRIGHT LAB	ULT-21	THERMO FISHER	6,695
83	CL-038313	FREEZER FLOOR MODEL FULL SIZE	3971	THERMO FISHER	6,512
84	CL-038341	AIR INCUBATOR REVCO GENERAL PURPOSE	REL-45	THERMO FISHER	6,289
85	CL-038470	LAB REFRIGERATOR SORVALL LEGEND	SORVAL	THERMO FISHER	6,268
86	CL-038396	CENTRIFUGE REFRIGERATOR DBL	REL450	THERMO FISHER	6,080
87	CL-038475	SLIDING GLASS DR ISOTEMP LAB		THERMO FISHER	5,992
88	CL-038476	REFRIGERATOR ISOTEMP LAB		THERMO FISHER	5,992
89	CL-038096	REFRIGERATOR 10- POSITION MIDI-DIST	110-10	THERMO FISHER	5,908
90	CL-038184	CYANIDE DISTILLATION REFRIGERATOR GENERAL	13-986	THERMO FISHER	5,800
91	CL-037193	PURPOSE REVCO REFRIGERATOR,	CHROMA	THERMO FISHER	5,419
92	CL-038121	ULTIMA REVCO REFRIGERATOR	7504A	THERMO FISHER	5,200
93	CL-037196	GENERAL PURPOSE UPRIGHT 3 DR	ULT214	THERMO FISHER	5,160
94	CL-038057	FREEZER ACQUIRED FROM CURTAIN MATHESON	124R	THERMO FISHER	5,052
95	CL-038327	REVCO ULTIMA LOW TEMP	490	THERMO FISHER	5,018
96	CL-038328	REFRIGERATOR SINGLE DOOR W/RECORDER	490	THERMO FISHER	5,018
97	CL-037331	INCUBATOR-C02	AT200	THERMO FISHER	3,346
		INCUBATOR-C02		THERMO FISHER Total	1,373,659
		METTLER ANALYTICAL			
		BALANCE WITH FOOT			
		SWITCH			
98	CL-038010	CUSTOM-BUILT BAKER		BAKER	177,400
99	CL-038111	BIOLOGICAL SAFETY	34084A	BAKER	83,575
100	CL-038108	CABINET INCUBATER/MICROSCOPE	34084A	BAKER	83,575
101	CL-038109	MODU 5 OF 9 TRANSACTION CHAMBER 2	34084A	BAKER	83,575
102	CL-038110	OF 9 STERILIZER TRANSITION 3	34084A	BAKER	83,575
103	CL-038112	OF 9 FRIDGE/FREEZER 4 OF 9	34084A	BAKER	83,575
104	CL-038113	CENTRIFUGE 6 OF 9	34084A	BAKER	83,575
105	CL-038114	WORK AREA ONE 7 OF 9	34084A	BAKER	83,575
106	CL-038115	AMINAL PROCEDURE 8 OF 9	34084A	BAKER	83,575
107	CL-038130	ANIMAL HANDLING 9 OF 9		BAKER	16,435
		DUNK TANK THROUGH THE		BAKER Total	862,434
		WALL DISINFECTANT			
108	CL-038292	ICP/MS KITS TRAINING &	LEAN D	PERKIN-ELMER	218,307
		MTNCE CONTRACTS			

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
109	CL-037775	ICP/MS INDUCTIVELY COUPLED PLAS	ELAN	PERKIN-ELMER	188,231
110	CL-037751	ICP MASS SPECTROMETER	ELAN 9	PERKIN-ELMER	147,425
111	CL-037988	ICP OPTIMA 5300 DV LIQUID SCINTILLIATION COUNTER	5300DV	PERKIN-ELMER	87,522
112	CL-038007	GRAPHITE FURNANCE	200417	PERKIN-ELMER	73,209
113	CL-037750	ATOMIC ABSORPTION AUTOSAMPLER	ELAN 6	PERKIN-ELMER	46,630
114	CL-038039	QUATERNARY PUMP WORK STATION INTERFACE KIT FOR LC/ICP/MS STANDARD P/O CL037775	200 SE	PERKIN-ELMER	36,667
115	CL-038205	FLAME ATOMIC ABSORPTION SPECTROPHOTO	AANALY	PERKIN-ELMER	31,450
116	CL-037606	STACKER/ROBOTIC VICTOR2 W/TRF. SHAKER GRANT CDC-BIOLOGICAL AGEN		PERKIN-ELMER PERKIN-ELMER Total	30,246 859,688
117	CL-037885	DIONEX IC SYSTEM III ION CHROMATOGRAPH	DX600	DIONEX	91,758
118	CL-037595	DIONEX SYSTEM IV REIM 100% DOH/OWP GRANT ION CHROMATOGRAPH-	DX-600	DIONEX	85,137
119	CL-037592	SYSTEM1 DIONEX DX-500 WITH AUTOSA ION CHROMATOGRAPH	DX-500	DIONEX	55,585
120	CL-037593	SYSTEMII DIONEX DX-500 WITH AUTOSA	DX-500	DIONEX	55,585
121	CL-037985	DIONEX ASE 300 ACCELERATED SOLVENT EXTRACTOR	ASE300	DIONEX	48,975
122	CL-037338	HPLC	ASE200	DIONEX	46,400
123	CL-037768	DIONEX HPLC SYSTEM	LCPDA	DIONEX	41,138
124	CL-037832	DONEX METAL EXTRACTION INSTRUMENT WITH AUTOSAMPLER EXTRACT	ASI	DIONEX	41,138
125	CL-038392	CHROMOTOGRAPHY SYSTEM AUTO SAMPLER DX ION	ICS300	DIONEX	29,795
126	CL-037572	CAROUSEL ASI-100 2 ML DONGLE PCSE-2 2TB + USB UVD 170U LC DET UV/VIS	AS50	DIONEX	28,425
127	CL-037762	COMPONENTS OF CL-037459	ASI100	DIONEX	25,956
128	CL-037560	CHROMATOGRAPH EX P680 QUATERNARY PUMP & COLUMN	UVD170	DIONEX	14,887
129	CL-037972	CHROMOTOGRPAHY	P860	DIONEX	13,139
130	CL-037574	SYSTEM GRADIENT PUMP CHROMOTOGRAPHY	GP50	DIONEX	11,500
131	CL-037571	SYSTEM FLUORESCENT DETECTOR DX ION CHROMOTOGRAPHY	RF2000	DIONEX	11,500
132	CL-037573	SYSTEM ELECTRO CHEMICAL DETECTOR DX ION	ED40	DIONEX	10,000
133	CL-037547	AUTOSAMPLER	GINA50	DIONEX	9,000

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
134	CL-037575	CHROMATOGRAPHY SYSTEM ABSORBENCE DETECTOR DX ION	AD20	DIONEX	8,100
				DIONEX Total	628,018
135	CL-038097	VARIAN 5975 GC/MS DONATED BY FDA		VARIAN	275,000
136	CL-037586-	PURGE & TRAP GAS CHROMATO REIM 100% DOH/OWP GRANT	3800	VARIAN	81,638
137	CL-038012	SATURN 21 GC/MS W/ION STORAGE STAINLES W/CP1177 T1EFC	2100T	VARIAN	73,058
138	CL-037736	SATURN GC/MS	2100T	VARIAN	64,931
139	CL-038038	ION TRAP	4000	VARIAN	48,743
140	CL-037155	GASCHROMATOGRAPH WITH AUTOSAMPLER	3400	VARIAN	26,893
141	CL-037286	GAS CHROMATOGRAPH W/AUTO SAMPLER	STAR34	VARIAN	22,080
142	CL-037568-	AUTO SAMPLER FOR CHROMATOGRAPH	115V	VARIAN	19,643
143	CL-037464	INCLUDES PUMP SPECTROPHOTOMETER UV VISIBLE	50BIO	VARIAN	12,400
				VARIAN Total	624,386
144	CL-038040	SHIMADZU LC/MS	2010A	SHIMADZU	128,541
145	CL-038379	GCMS QP2010 PLUS	QP2010	SHIMADZU	105,732
146	CL-037967	SHIMADZU GC/MS	QP2010	SHIMADZU	88,162
147	CL-038044	SHIMADZU HPLC WITH DIODE ARRAY DETECTOR	SIL-HT	SHIMADZU	39,593
148	CL-038128	BINARYGRADIENT HPLC W/AUTOSAMPLER	LC10AD	SHIMADZU	36,844
149	CL-038204	TOC-VWS	TOC-VW	SHIMADZU	36,693
150	CL-037753	UV VISIBLE SPECTRO- PHOTOMETER	UV2401	SHIMADZU	33,602
151	CL-037590	TOTAL ORGANIC CARBON ANAL REIM 100% DOH/OWP GRANT	TO5000	SHIMADZU	31,992
152	CL-037591	TOTAL ORGANIC CARBON ANAL REIM 100% DOH/OWP GRANT	TO5000	SHIMADZU	31,992
153	CL-038225	TOTAL ORGANIC CARBON ANALYZER W/ AUTOSAMPLER	TOCVCS	SHIMADZU	31,703
154	CL-037970	SPECTROFLUOROMETER SHIMADZU ELSD	5301	SHIMADZU	20,994
155	CL-038045	(DETECTOR) FOR ELSD HPLC SYSTEM		SHIMADZU	13,136
156	CL-038445	FLUORESCENCE DETECTOR PART OF CL-038128	RF-10A	SHIMADZU	9,201
157	CL-038226	SOLID SAMPLE MODULE SHIMADZU COLOR	SSM500	SHIMADZU	8,288
158	CL-038500	INJECTOR ACCESSORIES INCLUDED COMPONENT OF CL-038379	OCI/PT	SHIMADZU	6,751
				SHIMADZU Total	623,223
159	CL-037811	BIROBOT MDX INSTRUMENT	IROX	QIAGEN	153,000
160	CL-037635	BIROBOT		QIAGEN	99,000

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
161	CL-037483	PYROMARK VACUUM WORKSTATI	PYROMA	QIAGEN	95,732
162	CL-038483	PYROMARK VACUUM WORKSTATI	PYROMA	QIAGEN	95,732
163	CL-038502	QIACUBE		QIAGEN	41,743
164	CL-037809	LIQUICHIP WORKSTATION QIACUBE-AUTOMATED		QIAGEN	30,105
165	CL-038323	ROBOTIC NUCLEIC	QIACUB	QIAGEN	16,600
166	CL-038413	CENTRIFUGE, SIGMA	4-16	QIAGEN	9,656
				QIAGEN Total	541,569
167	CL-038503	MSD TURBO W/AGILENT 7890	MPS MU	GERSTEL	149,996
168	CL-038505	MSD TURBO W/AGILENT 7890	MPS MU	GERSTEL	149,996
169	CL-038043	GERSTEL PREP STATION	MPS-2	GERSTEL	97,372
170	CL-037824	PREP STATION	MPS 2	GERSTEL	61,940
				GERSTEL Total	459,304
171	CL-037997	LIGHT CYCLER	0002	ROCHE	66,300
172	CL-038332	BIOVERIS M1M	M1M	ROCHE	61,500
173	CL-037828	LIGHT CYCLER #2043912	2	ROCHE	61,100
174	CL-037998	LIGHT CYCLER	0002	ROCHE	34,966
175	CL-037999	LIGHT CYCLER	0002	ROCHE	34,966
176	CL-038069	LIGHT CYCLER	0002	ROCHE	34,966
177	CL-038330	MAGNA PURE COMPACT AUTOMATED EXTRACTOR	COMPAC	ROCHE	20,249
178	CL-038331	MAGNA PURE COMPACT AUTOMATED EXTRACTOR	COMPAC	ROCHE	20,249
				ROCHE Total	334,296
179	CL-038410	BIO-PLEX 200 SYSTEM INCLUDES LASE ARRAY PLATE READER AND PUMP	LUMINE	BIO-RAD	51,060
180	CL-037788	ICYCLER IQ THERMAL CYCLER WITH OPTIC	THERMO	BIO-RAD	49,657
181	CL-038321	BIOPLEX PROTEIN ARRAY SYSTEM	200	BIO-RAD	49,500
182	CL-038319	CHEF MAPPER XA CHILLER SYSTEM	CHEF	BIO-RAD	24,518
183	CL-037842	CHEF MAPPER XA SYSTEM	XA	BIO-RAD	23,206
184	CL-037980	CHEMIDOC XRS SYSTEM MAPPER XA CHILLER	XRS	BIO-RAD	22,629
185	CL-037641	SYSTEM	CHEF M	BIO-RAD	20,487
186	CL-037627	BIO-RAD MAPPER XA CHILLER SYSTEM		BIO-RAD	20,482
187	CL-037583	CHEF CHILLER MAPPER	MAPPER	BIO-RAD	19,844
188	CL-037413	MAPPER CHILLER SYSTEM	CHEF M	BIO-RAD	18,720
				BIO-RAD Total	300,103
189	CL-037634	STARLIMS DATA SYSTEM SOFTWARE DEVLEP & SOFTWARE		STARLIMS	287,500
				STARLIMS Total	287,500
190	CL-037351	SKALAR III SAN PLUS SYSTEM	SANPLU	SKALAR	93,655
191	CL-037177	NUTRIENT ANALYZER AND DATA SYSTEM	4000	SKALAR	75,000
192	CL-037470-	ANALYZER CONTINUOUS FLOW SAN PLUS	2001	SKALAR	52,880

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
193	CL-037294	WET CHEMISTRY AUTO ANALYSIS SYSTEM	SANPLU	SKALAR	48,231
194	CL-037825	SKLALAR NITRA	8502	SKALAR	9,796
				SKALAR Total	279,562
195	CL-038183	2UO BASE SPE WORKSTATION	6VO-2	CALIPER LIFE SCIENCES	243,770
196	CL-038400	TURBO II VAP TURBO VAPP II	103187	CALIPER LIFE SCIENCES	9,260
197	CL-037982	WORKSTATION		CALIPER LIFE SCIENCES	6,453
198	CL-037984	TURBO VAP II WORKSTATION	TURBO	CALIPER LIFE SCIENCES	6,042
199	CL-037983	TURBO VAP II WORKSTATION	TURBO	CALIPER LIFE SCIENCES	5,631
				CALIPER LIFE SCIENCES Total	271,156
200	CL-038094	MS (TOF) MASS SPECTROMETER	T100LC	JEOL	251,380
				JEOL Total	251,380
201	CL-038296	GC/TOF MS ION SOURCE ENTRY PEGASUS REPLACEMENT	AGILEN	LECO CORP	213,728
202	CL-038105	PART FOR CL-037516		LECO CORP	11,455
				LECO CORP Total	225,183
203	CL-038203	ROBOTIC LIQUID HANDLER	BIOMEX	BECKMAN COULTER	106,935
204	CL-037767	SEQUENCER		BECKMAN COULTER	81,948
205	CL-002113	REFRIGERATED HIGH-SPEED CENTRIFUGE WITH ACCESSORIES	J221	BECKMAN COULTER	19,975
206	CL-002112	CENTRIFUGE REFRIGERATED MICROCOMPUTER CONTROLLED HIGH SPEED	J221ME	BECKMAN COULTER	15,848
				BECKMAN COULTER Total	224,706
207	CL-037977	SMART CYCLER	JE	CEPHEID	55,995
208	CL-038237	SMART CYCLER II - 16 WELL MODULE BLOCK		CEPHEID	34,301
209	CL-038493	CEPHEID GENEXPERT	GENEXP	CEPHEID	31,591
210	CL-038390	CEPHEID SMARTCYCER II BLOCK AND PC	REV E	CEPHEID	29,500
211	CL-038407	CEPHEID SMARTCYCER PROCESSING BLOCK	900-03	CEPHEID	28,949
212	CL-038406	CEPHEID SMARTCYCER II PROCESSING BLOCK	900-03	CEPHEID	28,949
				CEPHEID Total	209,284
213	CL-038119	PRIMUS AUTOCLAVE PART OF BSC III GLOVE BOX	PSS5AM	PRIMUS	72,066
214	CL-038118	PRIMUS AUTOCLAVE PART OF BSC III GLOVE BOX	PSS5AM	PRIMUS	72,066
215	CL-038482	PRIMIS STEAM STERILIZER	PSS5-A	PRIMUS	42,831
				PRIMUS Total	186,963
216	CL-038333	VHP 1000ED BIODECONTAMINATION STERIS VHP 1000 ED DECON SYSTEM PORTABLE	VF01	STERIS CORPORATION	76,310
217	CL-038101	SYSTEM	EDA120	STERIS CORPORATION	72,482
				STERIS CORPORATION Total	148,792

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
218	CL-038088	NANOMATE HIGH DENSITY SYS W/ AB/MDS SCIEX 4000 QTRAP 4		ADVION BIOSCIENCES INC.	123,048
219	CL-038163	TV ROBOT AND CONTROLLER UPGRADE WITH SRV 106		ADVION BIOSCIENCES INC.	15,168
220	CL-038132	BRACKET FOR NANOMITE HIGH DENSITY SYSTEM PART OF CL-038088		ADVION BIOSCIENCES INC. ADVION BIOSCIENCES INC.	7,500
				Total	145,716
221	CL-038316	IQT SYSTEM BY AET, LTD	IQT-LM	ADVANCED ENGINE TECHNOLOGY LTD ADVANCED ENGINE TECHNOLOGY LTD	145,455
				Total	145,455
222	CL-038190	QUICK CHEM NUTRIENT ANALYZER	8500	LACHAT	73,936
223	CL-038199	QUICK CHEM ANALYZER FIA/SPEC W/ FLAME PHOTOME PUMP	8500	LACHAT	65,212
				LACHAT Total	139,148
224	CL-037516	MS/GC WITH AUTOSAMPLER	CE10ML	PEGASUS	136,742
				PEGASUS Total	136,742
225	CL-038461	MICROSCOPE, ZEISS DOUBLE HEADED LIGHT MICROSCOPE, FA TRADED	AXIO	ZEISS	26,968
226	CL-037840	IN CL-06368 \$5000	AK10SC	ZEISS	18,129
227	CL-038003	MICROSCOPE	AXIOSK	ZEISS	17,800
228	CL-037488-	MICROSCOPE, AXIOSCOPE MICROSCOPE, ZEISS	20	ZEISS	15,287
229	CL-037400	AXIOSKOP 20 UPRIGHT MICROSCOPE FA,	AXIOSK	ZEISS	14,280
230	CL-037870	AXIOSCOPE	MODEL2	ZEISS	13,435
231	CL-037835	MICROSCOPE	AXIOSK	ZEISS	11,091
232	CL-006139	MICROSCOPE, AXIOSKOP 20 WITH NOSEPIECE		ZEISS	9,437
233	CL-006754	MICROSCOPE PHASE CONTROL DUAL		ZEISS	6,935
				ZEISS Total	133,361
234	CL-037514	DETECTOR, ALPHA-BETA GENIE 2000 W/ EDC	16	CANBERRA	75,375
235	CL-038006	ALPHA/BETA COUNTIN SYSTEM		CANBERRA	30,014
236	CL-037276	HIGH PURITY GERMANIUM DETECTOR	GC4019	CANBERRA	23,850
				CANBERRA Total	129,239
237	CL-037522	GAS CHROMATOGRAPH GAS CHROMATOGRAPH	6890	HEWLETT-PACKARD	48,667
238	CL-037600	WITH 2 AUTOSAMPLERS	HP6890	HEWLETT-PACKARD	43,043
				HEWLETT-PACKARD Total	91,710
239	CL-037517	BACTEC MGIT 960, WITH PRINTER	960	BACTEC	46,900
240	CL-037518	BACTEC MGIT 960, WITH PRINTER	960	BACTEC	39,865
				BACTEC Total	86,765

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
241	CL-038318	AUTOHANDLER (AH) W/MICROBALANCE FOR AUTOMATED WEIGHING	AH-225	MEASUREMENT TECH MEASUREMENT TECH Total	86,674 86,674
242	CL-038162	PYROMARK ID SYSTEM INCLUDES PSQ96MA STARTUP PACKAGE	PYROMA	BIOTAGE BIOTAGE Total	86,150 86,150
243	CL-038016	MICROSCOPE, 5-HEADED, DUAL TEACHING, WITH CAMERA W/DARKFIELD CONDENSER	BX5ITF	OLYMPUS	20,111
244	CL-037354	MICROSCOPE, OLYMPUS BX40 W/DUAL VIEW	BX40	OLYMPUS	12,571
245	CL-037355	MICROSCOPE, OLYMPUSBX40	BX40	OLYMPUS	10,875
246	CL-037356	MICROSCOPE, OLYMPUS BX40	BX40	OLYMPUS	10,875
247	CL-037871	MICROSCOPE, POLARIZING W/ CAMERA, DIGITAL CCL- 037872	CX31-P	OLYMPUS	8,803
248	CL-037872	CAMERA, DIGITAL FOR MICROSCOPE, POLARIZING CL-037871	DP70	OLYMPUS	7,431
249	CL-037495	MICROSCOPE	CK40	OLYMPUS	7,398
250	CL-006731	MICROSCOPE WITH TRINOCULAR OBSERVATION TUBE	BHTU	OLYMPUS OLYMPUS Total	5,821 83,886
251	CL-003531	ENGINE OCTANE		DRESSER WAUKESHA	55,091
252	CL-003530	ENGINE OCTANE W/ACCESS ENGINE CETANE RATING OF	CFR48	DRESSER WAUKESHA	18,126
253	CL-003510	DIESEL FUEL		DRESSER WAUKESHA DRESSER WAUKESHA Total	8,000 81,217
254	CL-037764	GILSON 215 SPE SYSTEM	215SPE	GILSON GILSON Total	79,252 79,252
255	CL-037569	DETECTOR XSD FOR HP 5890	S306AK	SCP SCIENCE	52,300
256	CL-037553	FAT EXTRACTOR AUTOMATIC	S306AK	SCP SCIENCE	12,309
257	CL-037552	FAT EXTRACTOR AUTOMATIC	S306AK	SCP SCIENCE SCP SCIENCE Total	12,309 76,918
258	CL-037491-	GCQ PLUS, AUTOSAMPLER/ION GAUGE AND S/W	GCQ	THERMOQUEST THERMOQUEST Total	76,300 76,300
259	CL-037974	MICROSCOPE	200	AXIOVERT AXIOVERT Total	74,239 74,239
260	CL-037838	J2 GPC SYSTEM INCLUDES TURBOVAP PUMP DETECTOR PC		ACCUPREP	23,365
261	CL-037839	J2 GPC SYSTEM INCLUDESGPC TURBOVAP PUMP DETECTOR	0	ACCUPREP	23,365

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
262	CL-038049	J2 GPC SYSTEM INCLUDES GPC CLEANUP TURBOVAP PUMP DETECTOR PC COLUMN POWER SUPPLY	AUTO I	ACCUPREP ACCUPREP Total	26,248 72,978
263	CL-037748	MAGNA PURE LC INSTRUMENT WITH LC CA	JE379	MAGNA PURE LC MAGNA PURE LC Total	70,575 70,575
391	CL-038074	MICROSTATION READER FOR BIOLOG'S OMNILOG SYSTEM		BIOLOG	8,500
392	CL-037791	OMNILOG PLUS ID SYSTEM WITH MULTIMEDIA-COMPT PC	OPTICA	BIOLOG BIOLOG Total	59,720 68,220
264	CL-038030	NITROGEN GENERATOR COMPRESSOR	LCMS60	PURE GAS	22,303
265	CL-038032	NITROGEN GENERATOR COMPRESSOR	LCMS60	PURE GAS	22,303
266	CL-038034	NITROGEN GENERATOR COMPRESSOR	LCMS60	PURE GAS PURE GAS Total	22,303 66,909
267	CL-037808	CAMERA, DIGITAL FOR NIKON MICROSCOPE	E400	NIKON	17,383
268	CL-037637	MICROSCOPE, NIKON FA/PHASE CONTRAST, WITH NIKON COOLPIX5000 CAMERA		NIKON	14,187
269	CL-037626	NIKON EPI FLUORESCENT/ PHASE CONTRAST MICROSCOPE, NIKON		NIKON	12,019
270	CL-037758	ECLIPSE MICROSCOPE, NIKON W/ TEACHING HEAD	ECLIPS	NIKON	12,019
271	CL-037747			NIKON NIKON Total	11,133 66,739
272	CL-038011	SOLID PHASE EXTRACT SYSTE	4790	HORIZON SPE-DEX HORIZON SPE-DEX Total	66,731 66,731
273	CL-037166	UTOTURBII SYSTEM	ATOTII	MITCHUM-SCHAEFER MITCHUM-SCHAEFER Total	66,300 66,300
274	CL-037511	WORKSTATION, INCLUDES COMPUTER	MP627	HERZOG	20,353
275	CL-037512	WORKSTATION AUTOMATIC FLASH POINT ANALIZER HERZOG WORK- STATION (W/PRINTER DETECT TERMOMETER FUZE	MP627	HERZOG	17,950
276	CL-038059	FLASH POINT TESTING APPARATUS	MP329	HERZOG	13,951
277	CL-037098		MP329	HERZOG HERZOG Total	13,700 65,954
278	CL-038233	HYDRIDE GENERATION ATOMIC FLUORESCCE MERCURY ATOMIC FLOURESCENCE	10.055	MELLENNIUM	39,500
279	CL-038229	SPECTRUM	M025B2	MELLENNIUM	19,500

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
280	CL-038229A	MERCURY ATOMIC FLORESCENSE SPECTROM W/ AUTOSAMPLER REF CL-038229	M025B2	MELLENNIUM MELLENNIUM Total	6,000 65,000
281	CL-037509	MICRO AUTOMATIC BALANCE AUTOMATIC W/ AUTO-SAMPLER	MT5	METTLER	43,720
282	CL-037508	MTL MANUAL BALANCE	MT5	METTLER	9,195
283	CL-037794	ANALYTICAL BALANCE		METTLER	5,627
284	CL-037795	ANALYTICAL BALANCE		METTLER METTLER Total	5,627 64,168
285	CL-037968	SMART CHEM	P/N399	WESTCO WESTCO Total	63,889 63,889
286	CL-037205	AUTO BLOOD SPOT MACHINE PUNCH & DISTRIBUTING MACHINE	BSD200	TM ANALYTIC	31,445
287	CL-037204	PUNCH & DISTRIBUTION SYSTEM	BSD200	TM ANALYTIC TM ANALYTIC Total	31,445 62,890
288	CL-038389	JBAIDS SYSTEM IDAHO TECHNOLOGY INC	JB01	IDAHO TECHNOLOGY INC IDAHO TECHNOLOGY INC Total	60,936 60,936
289	CL-038166	CUSTOM ENCLOSURES FOR GCMS 4000QTRAP FINNIGAN V#S 7003689-7003695	NA	CUSTOM BUILT CUSTOM BUILT Total	55,700 55,700
290	CL-037806	BIOMEK 2000 WORKSTATION	2000	BIOMEK BIOMEK Total	54,274 54,274
291	CL-038164	CENTRIFUGE	RC-6PL	SORVALL	15,863
292	CL-038274	CENTRIFUGE SORVALL LEGEND RT PLUS	200579	SORVALL	14,337
293	CL-038453	TABLE TOP CENTRIFUGE REFRIGERATOR	LEGEND	SORVALL	8,672
294	CL-038452	TABLE TOP CENTRIFUGE REFRIGERATOR	LEGEND	SORVALL	8,672
295	CL-037875	CENTRIFUGE	LEGEND	SORVALL SORVALL Total	5,450 52,993
296	CL-037570	ANALYZER NITRATE/NITRATE	4001	SAN PLUS SYSTEM SAN PLUS SYSTEM Total	51,904 51,904
297	CL-037610	SOLID PHASE MICRO EXTRACT AUTOMATED / GRANT CDC-CHEMICAL AGENTS	SPME	LEAP TECHNOLOGIE LEAP TECHNOLOGIE Total	50,777 50,777
298	CL-038217	PETROLEUM ANALYZER	SLFA-U	HORIBA HORIBA Total	50,340 50,340
299	CL-037412	GRABNER INSTRUMENTS MINI FLASH POINT TESTER	42100C	PETROLAB-AMETEK	27,591

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
300	CL-037507	GRABNER INSTRUMENTS VAPOR PRESSURE TESTER MINI-VAP W/ AUTO- SAMPLER	210000	PETROLAB-AMETEK PETROLAB-AMETEK Total	19,909 47,500
301	CL-037630	ABI PRISM 7000 SEQ DETECTION SYSTEM	7000	ED BIOSY ED BIOSY Total	46,491 46,491
302	CL-038317	BAX Q7 CYCLER DETECTION SYSTEM	BAX Q7	DUPONT DUPONT Total	45,000 45,000
303	CL-038291	NITROGEN GENERATOR	NITROV	PARKER HANNIFIN	8,988
304	CL-038295	NITROGEN GENERATOR #4	NVAP2L	PARKER HANNIFIN	8,988
305	CL-038293	NITROGEN GENERATOR #2	NITROV	PARKER HANNIFIN	8,988
306	CL-038294	NITROGEN GENERATOR #3	VAP2LV	PARKER HANNIFIN	8,988
307	CL-038474	HYDROGEN GENERATOR PARKER BALSTON	H2PD-1	PARKER HANNIFIN PARKER HANNIFIN Total	8,490 44,442
308	CL-037975	BIO-PLEX PROTEIN ARRAY SYSTEM		BIO-PLEX BIO-PLEX Total	42,000 42,000
309	CL-037523	NEXUS SYSTEM	670	NICOLET NICOLET Total	41,439 41,439
310	CL-037752	GAS CHROMATOGRAPH/MASS SPECTROMETER	2100T	SATURN SATURN Total	41,152 41,152
311	CL-037979	AUTOASSAY MULTIPLE IMAGE		GILES SCIENTIFIC INC GILES SCIENTIFIC INC Total	40,000 40,000
312	CL-038100	DS14MK2 NETWORK ATTACHED STORAGE DEVICE AND MIRRORING SW	X700	NETAPP NETAPP Total	38,749 38,749
313	CL-037406	ANTIBIOTICS/MYCOTOXIN/ CONTAMINANT ANALYZER FOR DAIRY SAMPLES	LSC660	CHARM SCIENCES	20,273
314	CL-038506	CHARM 6600 ANALYZER COUNT	LSC 66	CHARM SCIENCES CHARM SCIENCES Total	17,857 38,130
315	CL-037545	BOD SYSTEM		LABTRONICS	18,850
316	CL-037544	BOD SYSTEM		LABTRONICS LABTRONICS Total	18,850 37,700
317	CL-037284	NITROGEN CARBON ANALYZER	CE440	EXTER EXTER Total	34,925 34,925
318	CL-038409	VIAL GRIPPER PNEUMATIC W/ VIAL ADAPTER PART OF CL038183	300348	SCHUNK SCHUNK Total	33,100 33,100
319	CL-010047	TESTER UNIVERSAL	1123	INSTRON INSTRON Total	32,527 32,527
320	CL-038197	NITROGEN GENERATOR	LCMS60	TERRA TECHNOLOGIES TERRA TECHNOLOGIES Total	31,235 31,235

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
321	CL-038194	GERHARDT SOX THERM & CONTRO EXTRACTOR	SOX416	GERHARDT	15,499
322	CL-038195	GERHARDT SOX THERM & CONTR EXTRACTOR	SOX416	GERHARDT	15,499
				GERHARDT Total	30,998
323	CL-038442	OPEN LAB SERVER 33	PE2970	DELL	8,746
324	CL-038443	OPEN LAB SERVER 33 DB	PE2970	DELL	8,746
325	CL-037589	DELL WORKSTATION	WCP	DELL	6,927
326	CL-038444	DELL PE2970 SERVER DOMAIN CONTROLLER FOR DNS	PE2970	DELL	5,495
				DELL Total	29,914
327	CL-038510	PATHATRIX AUTO UNIT WITH 5 CARTRIDGES	KSKP-1	PATHATRIX	9,870
328	CL-038462	PATHATRIX AUTO	AUTO	PATHATRIX	9,838
329	CL-038463	PATHATRIX AUTO	AUTO	PATHATRIX	9,838
				PATHATRIX Total	29,545
330	CL-037577	GLASSWARE WASHER	1400UP	LANCER USA	28,975
				LANCER USA Total	28,975
331	CL-038134	AUTOCLAVE	R2020H	LABMATIC	28,500
				LABMATIC Total	28,500
332	CL-010015	TB SYSTEM W/HOOD MYCOBACTERIAL	460	JOHNSTON LAB	28,498
				JOHNSTON LAB Total	28,498
333	CL-038361	VIDAS INSTRUMENT	NONE	BIOMERIEUX	28,159
				BIOMERIEUX Total	28,159
334	CL-038005	NITROGEN PROTEIN ANALYZER	FLASH	ELANTECH	26,302
				ELANTECH Total	26,302
335	CL-038227	AUTOSAMPLER CURRENTLY PART CL038221	8100	EST	25,995
				EST Total	25,995
336	CL-038092	HIGH DENSITY MOBILE BOX STORAGE SYSTEM	TAB-TR	TAB	24,939
				TAB Total	24,939
337	CL-037418	AUTO SAMPLER FOR DENSITY METER	SP-3	ANTON PAAR USA	13,190
338	CL-037417	DENSITY METER WITH AUTOSAMPLER	DMA48	ANTON PAAR USA	11,000
				ANTON PAAR USA Total	24,190
339	CL-037510	CONTROL MONITOR ENVIRONMENTAL FOR PM2.5 TESTING		VAISALA	23,258
				VAISALA Total	23,258
340	CL-037976	CENTRIFUGE	JE	AVANTI	23,241
				AVANTI Total	23,241
341	CL-038223	QUICK TRACE MERCURY ANALYZER W/CPTR, MONITOR AND S/W	M-7500	CETAC	23,000
				CETAC Total	23,000
342	CL-038102	MICROWAVE ACCELERATED REACTION SYSTEM (TRADED IN CL-037973 MARSXPR)	MARS	CEM	21,735
				CEM Total	21,735

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
343	CL-037548	AUTOSAMPLER PURGE AND TRAP PART OF CL37494	EN6101	ARCHON	21,583
				ARCHON Total	21,583
344	CL-038170	PH ALKALINITY TITRATOR W/815 SAMPLE PROCESSOR AND S/W	815RSP	METROHM	21,177
				METROHM Total	21,177
345	CL-037759	LARGE CO2 INCUBATOR	397	LAB-LINE	7,582
346	CL-037774	LARGE CO2 INCUBATOR TABLE TOP REFRIGERATED	397	LAB-LINE	7,507
347	CL-037757	CENTRIFUGE	120	LAB-LINE	5,505
				LAB-LINE Total	20,593
348	CL-037810	AUTO OXYGENATE ANALYZER INCLUDES CL037810A	IROX	IROX	20,569
				IROX Total	20,569
349	CL-038377	DRY DOWN UNIT SPE DUAL WITH TEFLON COATED NEEDLES	SPE DR	ARGONAUT	12,650
350	CL-038173	SAMPLE CONCENTRATOR SYSTEM	SD2-96	ARGONAUT	7,750
				ARGONAUT Total	20,400
351	CL-037346	FREEZE-DRY SYSTEM	FREEZO	LABCONCO	13,041
352	CL-037642	FLASKSCRUBBER	442030	LABCONCO	6,794
				LABCONCO Total	19,835
353	CL-038050	2" LEAD CABINET FOR RECEIVING HOLDING STORAGE	234-60	BIODEX	18,750
				BIODEX Total	18,750
354	CL-038220	GLASSWARE WASHER	G7883C	MIELE	18,619
				MIELE Total	18,619
355	CL-038393	RETSCH ULTRA CENTRIFUGAL SAMPLE MILL	2M200	RETSCH	11,236
356	CL-038131	RETSCH MIXER MILL	MM301	RETSCH	6,295
				RETSCH Total	17,531
357	CL-038221	PURGE AND TRAP CONCENTRAT SEE ALSO CL-038227	8100	ENCON	17,031
				ENCON Total	17,031
358	CL-038218	INSTRON MTS TENSILE TESTE UPGRADE	SYRNBW1	MTS	16,940
				MTS Total	16,940
359	CL-037129	AUTOMATED VAPOR PRESSURE TESTING APPARATUS	CCAVPS	HOWE CAREY & ASS	15,918
				HOWE CAREY & ASS Total	15,918
360	CL-038334	400 STOMACHER	400CIR	SEWARD	5,205
361	CL-038335	400 STOMACHER	400C	SEWARD	5,205
362	CL-038336	400 STOMACHER	400C	SEWARD	5,205
				SEWARD Total	15,615
363	CL-038469	PLATE DRYER/CONCENTRATOR	EVX-19	APRICOT DESIGN/E	15,220
				APRICOT DESIGN/E Total	15,220
364	CL-037227	MICROSCOPE, STANDARD OLYMPUS FLUORESCENCE	BX40	OPELCO	8,683

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
365	CL-037850	DIGITAL CAMERA SPOT RT-KE 3-SHOT COLOR F MOUNT	7.3	OPELCO	6,505
				OPELCO Total	15,189
366	CL-038219	DYNAL BEARDRETRIEVER W/TUBES	15950	DYNAL	14,141
				DYNAL Total	14,141
367	CL-037298	MID DISTILLATION SYSTEM FOR CYANIDE ANALYSIS	11010R	ANDREW GLASS	6,930
368	CL-037299	MID DISTILLATION SYSTEM FOR CYANIDE ANALYSIS	11010R	ANDREW GLASS	6,930
				ANDREW GLASS Total	13,860
369	CL-038312	BEADRETRIEVER FROM INVITROGEN	TYPE 7	INVITROGEN DYNAL	13,770
				INVITROGEN DYNAL Total	13,770
370	CL-038501	BIOSAFETY CABINET	CLS II	LABREPCO	13,360
				LABREPCO Total	13,360
371	CL-037765	COLDROOM		BALLEY COOLER	13,265
				BALLEY COOLER Total	13,265
372	CL-037640	TYPE A CHAMBER AUTO AIRLOCK	TYPE A	COY LAB PRODUCTS	13,184
				COY LAB PRODUCTS Total	13,184
373	CL-038129	BIONUMERICS S/W VERSION 4.0 INCL FINGERPRINT TYPES SEQ. TYPES CLUSTER ANALYSIS ID & LIBRARIES	NA	APPLIED MATHS NV	7,280
374	CL-038053	BIONUMERICS S/W VERSION 4.0 INCL TYPES CLUSTER ANALYSIS ID & LIBRARIES		APPLIED MATHS NV	5,806
				APPLIED MATHS NV Total	13,085
375	CL-038236	MAGNETIC PARTICLE PROCESS	540000	KINGFISHER	12,919
				KINGFISHER Total	12,919
376	CL-037462	FREEZER -71 C	DLT13V	HARRIS	6,320
377	CL-037463	FREEZER -71 C	DLT13V	HARRIS	6,320
				HARRIS Total	12,640
378	CL-037798	EPPENDORF CENTRIFUGE MINI REFRIGERATED	5417R	EPPENDORF	6,660
379	CL-038473	MICROCENTRIF EPPENDORF		EPPENDORF	5,778
				EPPENDORF Total	12,438
380	CL-037803	AUTOMATED DISPENSER PIPET	DIGI	TITERTEK	6,100
381	CL-037799	AUTOMATED DISPENSER/PIPET	DIGIFL	TITERTEK	6,100
				TITERTEK Total	12,200
382	CL-037178	TURBO II CONCENTRATION WORK STATION	ZMB001	ZYMARK	5,956
383	CL-037148	TURBOVAP II CONCENTRATION WORK STATION	ZW8002	ZYMARK	5,756
				ZYMARK Total	11,712
384	CL-038042	DISTILLATION UNIT	TERMIN	MLS	11,650
				MLS Total	11,650

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
385	CL-037836	CENTRIFUGE		CYTOSPIN	11,645
				CYTOSPIN Total	11,645
386	CL-038075	DYNAMIC DILUTOR SYSTEM		ENTECH INSTRUMENTS, INC. ENTECH INSTRUMENTS, INC.	11,448
				Total	11,448
387	CL-037096	REFRIGERATOR/FREEZER	PRF37B	JEWETT	10,904
				JEWETT Total	10,904
388	CL-038008	ROTOR AEROSPRAY ACID FAST		WESCOR INC	10,427
				WESCOR INC Total	10,427
389	CL-038314	PATHATRIX ULTRA-USED TO EXTRACT MICRO ORGS FOOD ENRICHMENT SAMLES	ULTRA	MATRIX MICROSCIENCE INC MATRIX MICROSCIENCE INC	9,958
				Total	9,958
390	CL-037562	BALANCE MICRO ANALYTICAL	MT5	TOLEDO	9,653
				TOLEDO Total	9,653
393	CL-037971	MIKRO SAMPLEMILL FOR THE PREPARTION OF FERTILIZER SAMPLE	SAMPLE	MICRON POWDER SY	8,100
				MICRON POWDER SY Total	8,100
394	CL-037807	STAR STATION VER 1.1 SOFT	1.1	STAR STATION	7,681
				STAR STATION Total	7,681
395	CL-038207	TURBOVAP WORK STATION	LV	TURBOVAP	7,595
				TURBOVAP Total	7,595
396	CL-037810A	IROC SOFTWARE W CL- 037810 ASSOC W CL-037810	IROC	IROC TECHNOLOGIES	7,558
				IROC TECHNOLOGIES Total	7,558
397	CL-038174	FREEZER	HC-5-1	RTF MANUFACTURIN	7,525
				RTF MANUFACTURIN Total	7,525
398	CL-037596	CAMERA, SPOT RT COLOR DIGITAL FOR MICROSCOPE	2.2.1	SPOT DIAGNOSTIC	7,423
				SPOT DIAGNOSTIC Total	7,423
399	CL-037099	SILENCER CENTRIFUGE	S-103N	RUPP & BOWMAN	7,168
				RUPP & BOWMAN Total	7,168
400	CL-037614	EVAPORATOR GRANT CDC- CHEMICAL AGENT	ZYMARK	TURBO VAP	6,905
				TURBO VAP Total	6,905
401	CL-037874	CENTRIFUGE VENTILATED	GR4.22	JOUAN	6,885
				JOUAN Total	6,885
402	CL-038191	ZELTEX	101XL	ZELTEX	6,620
				ZELTEX Total	6,620
403	CL-038135	SWINGING BUCKET ROTOR	JS-5.3	ALLSPIN	6,563
				ALLSPIN Total	6,563
404	CL-037790	AQUA LAB WATER ACTIVITY	SERIES	AQUA LAB	6,200
				AQUA LAB Total	6,200
405	CL-038089	SOFTWARE FOR BIOWATCH		CDW GOVERNMENT INC	5,954
				CDW GOVERNMENT INC Total	5,954
406	CL-038416	BIOTEK PLATE READER W/ SW	ELX800	BIOTEK	5,695
				BIOTEK Total	5,695

#	ID	DESCRIPTION	MODEL #	MANUFACTURER	FUND_AMT1
407	CL-038206	FREEZER 21 CU FT LOW TEMP	NSF211	NORLAKE	5,512
NORLAKE Total					5,512
408	CL-038091	LAB REFRIGERATOR - 3 DOOR ON COASTERS 79 CU FT	LT79GD	POWERS SCIENTIFI	5,319
POWERS SCIENTIFI Total					5,319
409	CL-038337	LAMINAR FLOW HOOD	CAP301	ONTAL LAMINAR FL	5,241
ONTAL LAMINAR FL Total					5,241
410	CL-037837	PLATE WASHER - 96 WELL WASHER	ELX405	BIOTEX	5,055
BIOTEX Total					5,055
411	CL-037515	10-POSITION MIDI-DISTILL SYSTEM(FOR AMMONIA)	11010P	LAB CREST	5,000
LAB CREST Total					5,000
GRAND TOTAL					19,805,765