Request for Proposal

Flow Cytometry:
Equipment, Accessories, Upgrades, Consumables and Maintenance

May 31, 2011

Important Dates
Pre-Proposal Question Due (no later than):
10:00 a.m. EDT – Tuesday, June 7, 2011

Deadline for Receipt of Proposals:
3:00 p.m. EDT – Thursday, June 16, 2011

[Please Note: Firms must submit one hard-copy and one electronic copy of their proposal]
A. GENERAL INFORMATION

Request for Proposal (“RFP”) Name:  Flow Cytometry:  Equipment, Accessories, Upgrades, Consumables and Maintenance

RFP Number:  #FF053111

Issue Date:  May 31, 2011

Brief Description:  Solicitation designed to establish multiple contractual relationships and/or issue Purchase Orders (“PO”) for the University of Virginia’s (the “University”) flow cytometry needs.

Preproposal Questions:  Any questions concerning this RFP must be sent to the buyer listed below no later than 10:00 a.m. EDT on Tuesday, June 7, 2011.

Proposal Due Date:  3:00 p.m. (EDT) on Thursday – June 16, 2011
Firms will send:

• One original hard-copy their proposal(s) to the address listed in the contact information box below;
• In addition, firms will also send a complete electronic version of their proposal(s), formatted in Microsoft Word, to the e-mail address listed in the contact information box below.

The University reserves the right to reject proposals received after the stated due date and time. However, the University may, at its complete and sole discretion, accept late proposals if acceptance of a late proposal is determined to be in the best interest of the University.

Negotiations:  Negotiations, if needed, will be held via e-mail beginning the week of June 20, 2011.

Expected Award Dates:  Commencing June 27, 2011.

Term of Agreement:  The term of a resulting Agreement(s) or Purchase Order(s) will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods, if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.
This RFP has been posted on Procurement and Supplier Diversity Services web site for your firm’s convenience. Addenda and attachments are/will be posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. The University encourages all firms to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if your firm has difficulty accessing the RFP via the internet. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu).

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm(s) or individual(s) selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

**B. SCOPE OF GOODS & SERVICES**

The intent of this RFP is two-fold, with both short-term and long-term goal (detailed below). Firms may submit a proposal(s) responding to either goal individually or both goals simultaneously.

1. **Short-Term Goal**
   The Flow Cytometry Core Facility (“FCCF”) at the University seeks a qualified firm to upgrade the FCCF’s existing BD Biosciences (“BD”) five-color FACSCalibur™ (“Calibur A”) with a digital extra parameter upgrade.

   The resulting upgrade to the Calibur A should provide capability of 10 channels of fluorescent detection excited by four lasers (488/637/561/407); with digital signal processing; and the addition of acquisition control via a fully robust analysis software package (i.e. Flow Jo Collector’s Edition Software).

   The upgrade should result in the following final instrument configuration:
• Four-laser system (488/637/561/407nm); four detection channels off of the 488 laser, two detection channels off of the 637 laser, two detection channels off of the 561nm laser, two detection channels off of the 407nm laser.
• Forward Light Scatter (“FSC”), Side Scattered Light (“SSC”) and one selectable Area and Width channel;
• 18 bit, five log decade digital data, data transfer rate of 48Mhz, system clock speed 4Mhz, ADC clock speed 500Khz;
• Real time spillover (compensation) matrix
  o View data with auto-calculated compensation during live acquisition
  o Data file will contain raw and compensated parameters
  o User definable spillover values
• Workstation; including; A61 9134 - Athlon 64 X2 4800+ 2.5 GHz PC with 24” monitor (or equivalent or exceedent); and acquisition control software.

As part of this upgrade, the University is willing to trade in its existing BD Peripheral Component Interconnect (“PCI”) Acquisition Card (“PAC”), Mac computer, redundant cytometer analog electronics and CellQuest™ dongle.

Format of Response
Firms should submit proposals that include all products/services needed to perform the upgrade to the requested specifications. Pricing should be inclusive of all factors; such as, but not limited to: travel, lodging, delivery, installation, software licensing (to include all future upgrades).
• Firms should provide a proposed timeline for completion of the upgrade after receipt of order (“ARO”).
• Pricing should also include all fees associated with the firm’s warranty (a minimum warranty term of one-year on-site is preferred) on the upgraded equipment only. If a firm chooses to propose a depot based warranty method, the firm should also propose a methodology of how shipping and insurance to/from the depot would be handled (the University highly prefers this to be the firm’s responsibility), and if a loaner unit would be provided during warranty oriented service.
• The upgrade pricing included in each firm’s proposal should be fixed for a minimum of two years ARO, in the event that the FCCF (or any other University department) desires a similar BD FACSCalibur™ upgrade in the future. Fixed pricing for other potential variants associated with future BD FACSCalibur™ upgrades should be included in the firm’s proposal. Firms should proposal a methodology on how future pricing will be determined starting at year two and beyond (although, it is worth noting that this methodology could be included as part of a firm’s proposal for the University Long-Term Goal for this RFP).

2. Long-Term Goal
The University seeks qualified firms to provide flow cytometry equipment, accessories, upgrades, consumables and maintenance (the “Goods and Services”). This can be products/services associated with existing flow cytometry equipment, or newly acquired products/services procured during the term of the resulting Agreement between the University and the Selected Firms.
Format of Response

- Firms should include in their proposal all flow cytometry and flow cytometry related products/services (to include a firm’s entire flow cytometry product line), along with a proposed pricing/discount methodology for both current product categories and a discount structure for all potential future product categories.

- While the proposed format of the pricing/discount methodology is up to each firm, the University prefers a structure that details a discount off an established (and verifiable) list price. With this methodology, future pricing adjustments are more seamless. The firm can adjust its list pricing at its convenience with the University’s minimum percentage discount remaining fixed.

- If a firm chooses a pricing/discount methodology other than a minimum fixed discount off an established (and verifiable) list price, the firm should also propose:
  a. a methodology on how future pricing and price escalation will be determined; and
  b. how pricing on future products/services (not currently in existence) will be determined.

- Net pricing to the University on all products should be inclusive of all fees associated with inside delivery; such as, but not limited to: ice, handling fees, fuel surcharges, hazardous material fees, etc. The University’s shipping terms are FOB Destination.

- Pricing on all software related products should also include all future upgrades to the purchased software along with no-charge telephone/internet access to ongoing software customer service.

- Pricing on equipment and accessories should include a firm-established minimum warranty period (a minimum warranty term of one-year on-site is preferred) for all equipment and accessories.

If a firm chooses to propose a depot based warranty method, the firm should also propose a methodology of how shipping and insurance to/from the depot would be handled (the University highly prefers this to be the firm’s responsibility), and if a loaner unit would be provided during service.

- Proposed pricing related to non-warranty on-site services should include the firm’s proposed expectations regarding reimbursement/payment for travel, lodging and amenities. The University prefers that travel guidelines already established by the University be followed [Link: http://www.procurement.virginia.edu/pagetravelbasics]. This includes established per diem rates based on locality [Link: http://www.procurement.virginia.edu/pageconus] and established mileage rates for non-rental vehicles [Link: http://www.procurement.virginia.edu/pagepersonalvehicles] including the concept that for journeys of 100 miles or more on a single day firms will perform a cost justification to determine if use of personal/company-owned vehicle or car rental is more cost effective].
C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the Goods and Service as described in the Scope of Good and Services section along with the quality of the proposal; specifically, responsiveness to requirements and adequacy of information provided;
2. The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s financial proposal including, but not limited to: discounts, service charges, other charges or alternate financial models, and the contractual terms which would govern the relationship between the University and the Selected Firm.; and
4. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter at Attachment 1 and refer to the following site: [www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf)

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Shannon Wampler, the Senior Supplier Diversity Coordinator, at (434) 924-3173 or SWAM@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm’s lack of cost consciousness.

Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:
1. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
2. A detailed description and the full specifications of the product/equipment proposed. Each firm will indicate in their proposal the firm’s ability to achieve / comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
3. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
4. At least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and their telephone number.
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
6. Provide a list of institutions of higher education with which the firm has signed a term contract.
7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org/.
8. Complete and return the information requested in Attachment 2, Firm Information.

**Virginia Freedom of Information Act**

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

**E. TERMS AND CONDITIONS**

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)
- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

- The Selected Firm registering and accepting eVA Terms and Conditions prior to award.
  [http://www.eva.virginia.gov/]

- The University’s Mandatory Contractual Provisions:

- The University’s Preferred Contractual Provisions:

**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will *automatically be deemed to include those Provisions.*

- The University’s Procedure for Resolution of Contractual Claims

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**F. OTHER INFORMATION**

Additional Preferred Contractual Provisions:

A. **Insurance**

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

- **Comprehensive Commercial General Liability:**
  The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $750,000 per occurrence, with coverage for: premises/operations and products/completed operations.
Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $750,000 per accident, with coverage for: owned, hired, and non-owned automobiles operated by their employees.

B. Formation of the Agreement with the Selected Firm
All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm, as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.

C. Term of Agreement
The term of any Agreement resulting from this RFP will be for five years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

D. Confidentiality
All firms responding to this RFP represent and confirm that the contents of the firm’s proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
E. **Account Manager**
The Selected Firm agrees to provide a named individual ("Account Manager") to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.

F. **Invoice Accuracy and Timeliness**
It is the responsibility of the Selected Firm to ensure the accuracy, completeness, correct format, and timely submission of all invoices. The Account Manager, as referred to in the above mentioned section, will be responsible for all invoice coordination. Invoice errors may be reported, by the University, via e-mail to the Account Manager, or via telephone followed by confirming e-mail. The Selected Firm may not interrupt service to the University due to payment delays caused by the Selected Firm’s invoice errors. In addition, invoices are to be submitted on a timely basis ("timely" to be defined as no later than 60 days from the point at which the Goods and Services were delivered to the University). The University, in its sole discretion, may choose to reject any late invoices not submitted in this timely fashion.

G. **System Acceptance**
“System Acceptance” will encompass testing and observation of the fully functional and operational System. The University’s Contract Administrator will determine if the System specifications have been met, shortly after installation and integration of the System. Warranty will begin as of the date of System Acceptance, and factors surrounding payment may be tied to System Acceptance. In the event that the University does not accept the System, the University may elect to require the Selected Firm to provide a replacement System or terminate the Agreement or cancel the PO.

The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to System Acceptance; however, that in the event of a dispute regarding any material aspect of System Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in the Procedure for Resolution of Contractual Claims will be followed.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
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<th><strong>Full Legal Name</strong> (Company name as it appears with your Federal Taxpayer Number):</th>
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**SWAM Information:**
Is your firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE): [ ] Yes [ ] No

| Minority-Owned Business: | [ ] Yes [ ] No |
| Women-Owned Business: | [ ] Yes [ ] No |
| Small-Owned Business: | [ ] Yes [ ] No |

Is your firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)? [ ] Yes [ ] No

**Point of Contact for this Proposal:**
Name: |
Address: |
Office No. | Mobile No. | FAX No. |
Email Address: |