Request for Proposal

Zebrafish/Amphibian Aquatic Habitat(s)

July 23, 2009
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Zebrafish/Amphibian Aquatic Habitat(s)

RFP Number: #FF072309

Issue Date: July 23, 2009

Brief Description: Design, manufacture and install a new aquatic habitat for zebrafish/amphibian (aka aquaria rack system); and provide on-going service, replacement parts & consumable supplies, and potential future expansion of the University’s additional pre-existing amphibian aquatic habitats.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 5:00 p.m. EDT – Tuesday, August 4, 2009 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 5:00 p.m. EDT – Monday, August 17, 2009
Firms will send one original copy their proposal(s) to the address listed in the contact information box below. Additionally, firms will also send a complete electronic version of their proposal(s), formatted in Microsoft Word, to the email address listed in the contact information box below. The University of Virginia (the “University”) reserves the right to reject proposals received after the stated due date and time.

Negotiations: Negotiations, if needed, will be held (via e-mail) starting Monday, August 31, 2009

Expected Award Date: October 1, 2009

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Frank F. Fountain
Phone: 434-982-3092
Fax: 434-982-2690
Email: fff3x@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: 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. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer
listed above. Additional information can be found on Procurement Services web site: 

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual 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.

From the date of issuance of this RFP until such time as the University concludes this RFP process, informal communications regarding this procurement will cease. Once the RFP has been issued all communications between the University and the firms will be formal (between the firms and Procurement Services only), or as provided for in this Request for Proposal, or as otherwise requested by Procurement Services. Any failure to adhere to the provisions set forth with respect to communications may result in the rejection of any firm's proposal or cancellation of this RFP.

B. SCOPE OF GOODS & SERVICES

It is the University's intent to enter into an Agreement with (and/or issue a Purchase Order to) the Selected Firm (or Firms) to provide a new Zebrafish/Amphibian Aquatic Habitat, which will include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the “Goods and Services”).

The University, and its Department of Biology, seeks to understand the development of spinal motor nerve components and how cell-cell interactions result in coordinated differentiation, myelination, maintenance and regeneration of peripheral nerves. The University’s studies on the mechanisms of nervous system development require embryos and therefore, adult zebrafish to cross for the production of eggs. Adult fish are from wild type, transgenic or specific mutant lines and will be used to get eggs after natural mating of the parents in breeding tanks. Zebrafish/Amphibian Aquatic Habitats are essential for creating an environment that maximizes the health and fecundity of adult zebrafish for breeding purposes, and create and maintain an optimal water quality with regards to pH, conductivity, dissolved gas fraction and biofilter.

With respect to the above, the University seeks qualified firm(s) to:

1. Design, manufacture, install and provide training for a new aquaria rack system suitable for a Zebrafish/Amphibian Aquatic Habitat (the “System”); to include the following highly preferred specifications/capabilities:
   a. An open System that allows for increased accessibility to tanks;
   b. A System with interchangeable tanks to reduce the amount of system alterations;
   c. Sturdy and low-maintenance;
   d. Superb customer service;
   e. Easily expandable in the future;
   f. A System that is continuously monitored electronically;
   g. A monitoring system that calls University staff when facility parameters fall out of the acceptable range;
   h. A System that promotes the lowest possible occurrence of dissolved gases in the water;
   i. System warranty of at least 12 months (or longer);
   j. Training for all University staff members involved with the System;
   k. Individual tanks with mechanisms to prevent fish loss;
   l. Water into the tanks from the top with manual control of flow;
m. Water exit from the back of the tank;

n. A System with parts that can be easily removed and cleaned;

o. A System that can accommodate 1L tanks for genotyping and in-system crossing;

p. Superb filtration including: biofilter, mechanical filtration and pathogen control via UV bulbs;

q. A System with built-in heaters to heat the water;

r. Automated water exchange daily;

s. Automated control of water quality with dosing control to maintain pH and conductivity;

t. System Size:
   • Initial System should consist of six racks/mods (plus all mechanical equipment). This setup should be capable of holding ~5,000 adults in such a way that the fish are housed at a density of no more than 8-10 fish per liter.
   • The System should have the potential to be expanded up to 12 racks/mods in the future;
   • The initial System (of six racks/mods) should fit in a 400 ft² room (such that approximately 36” between racks can be achieved). The potential future expansion of the System (to 12 racks/mods) should fit in a 600 ft² room.

u. The University plans on utilizing a Siemens reverse osmosis water filtration system in conjunction with the overall System. The Selected Firm(s) should have a verifiable ability to coordinate effectively with Siemens to achieve proper water flow and filtration to the overall System.

2. Provide on-going service and maintenance for the University’s additional pre-existing aquatic habitats (along with replacement parts and consumable supplies). Among these existing aquatic habitats are the following Marine Biotech independent units including: XR1 (four each); XR2 (one each); XR3 (18 each); and XR4 (four each); plus one each multi-rack system with seven racks containing (2) XR1 equivalents, (4) XR3 equivalents, and (1) XR4 equivalent sharing (one each) pump, reservoir with biofilter, UV filtration system and particulate/carbon filtration system.

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 products as described in the Scope of Good and Services section;
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 fees, discounts, service charges and other charges;
4. The contractual terms which would govern the relationship between the University and the Selected Firm; and
5. 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

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 Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 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 the firms’ 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 Goods and Services 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. The estimated ship date of the product from the time of the order (ARO) (i.e., 10 wks after order)
4. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
5. The firm’s proposed price / fee for providing the Goods and Services, to include shipping charges (the University’s shipping terms are FOB Destination).
6. 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.
7. 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.
8. Provide a list of institutions of higher education with which the firm has signed a term contract.
9. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu.edu/procurement/coopcon.htm
10. Complete and return the information requested in Attachment 2, Firm Information.

NOTE: 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 interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms 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. Firms may not request that its entire proposal be treated as proprietary information.
E. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

- The Selected Firm registering as a vendor with the University of Virginia. 
  https://www.procurement.virginia.edu/pagevendorregistrationform
- 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 

F. OTHER INFORMATION

Additional Preferred Contractual Provisions:

R. 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.

Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $2,000,000 per occurrence and $4,000,000 aggregate with coverage for the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Personal Injury
- Additional Insured
Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

\{X\} Any Automobile \{X\} Owned and Non-Owned Automobiles

Umbrella/Excess Liability:
The Selected Firm and any Subcontractor will maintain excess liability coverage of at least $2,000,000 per occurrence that provides coverage uniform with the underlying general liability insurance.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

S. Term of Agreement
The term of a resulting Agreement or Purchase Order 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.

T. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

U. Product Acceptance
"Product Acceptance" will encompass testing and observation of the fully functional and operational System (or any other products purchased by the University). The University’s Contract Administrator will determine if the product specifications have been met, shortly after installation and integration of the product. Warranty will begin as of the date of Product Acceptance. In the event that the University does not accept the product, the University may elect to require the Selected Firm to provide a replacement product or terminate the Agreement.

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 Product Acceptance; however, that in the event of a dispute regarding any material aspect of Product Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in Attachment 3, Procedure for Resolution of Contractual Claims will be followed.

V. Payment Method
Unless otherwise deemed appropriate by the University, the Selected Firm will enroll in one of the University approved vehicles for receipt of electronic payment.
W. Confidentiality
All firms represents and confirm that the contents of the firms’ 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.

X. 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 Parties must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the Parties’ 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 Parties’ 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 Parties); 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 Parties. 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.
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
## Firm Information

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<tr>
<th>Full Legal Name</th>
<th>Company name as it appears with your Federal Taxpayer Number</th>
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<tbody>
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<td>Address</td>
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<td>Telephone Number</td>
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<td>Web Address</td>
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<td>Email Address</td>
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<td>DUNS Number</td>
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### SWAM Information:

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<tr>
<th>Is your firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):</th>
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<tr>
<td>☐ Yes ☐ No</td>
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<tr>
<td>Minority-Owned Business:</td>
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<td>☐ Yes ☐ No</td>
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<td>Women-Owned Business:</td>
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<td>☐ Yes ☐ No</td>
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<td>Small-Owned Business:</td>
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<th>Is your firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA):</th>
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<td>☐ Yes ☐ No</td>
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### Point of Contact for this Proposal:

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<tr>
<th>Name</th>
<th>Address</th>
<th>Office No.</th>
<th>Mobile No.</th>
<th>FAX No.</th>
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