COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTG-3256-2026

This contract entered into this 1st day of July 2026 by Shimadzu Scientific Instruments Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide specialized scientific equipment and instrumentation to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 1, 2026 through June 30, 2028 with the option for four (4) two-year renewals.

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

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, the VHEPC Publicly Accessible Contract Agreement, Request for Proposal (RFP) number 952642606 dated April 10, 2026, together with Addendum Number 1 To RFP dated April 24, 2026, the proposal submitted by the Contractor dated May 11, 2026 and the negotiation summary, all of which Contract Documents are incorporated herein.

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

Initial SR / DS RN
(Initials)

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

Contractor
By: Signed by: Stephanie Rosenberg 9409FCC0E1AD49A...
(Signature)
Stephanie Rosenberg
Name and Title
VP, Sales & Marketing

Virginia Tech
By: DocuSigned by: Reed Nagel 5EF51DA320D049B...

Reed Nagel
Assistant Vice President and
Director of Procurement

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this 1 day of July, 2026 by and between Virginia Polytechnic Institute and State University ("the University") and Shimadzu Scientific Instruments Inc ("Supplier").

TERM

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

WITNESS

WHEREAS, the University and Supplier have executed an agreement, VTG-3256-2026 dated July 1, 2026 (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

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

II. The University will ensure the Consortium:

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

III. Payment

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

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

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

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

Note 'PAC payment' on check.

IV. Notices

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

If to the University:

Reed Nagel, Director of Procurement
procurement@vt.edu
540-231-6221
300 Turner Street NW Suite 2100
Blacksburg, VA 24061

If to Supplier:

Name: Janice Mechlinski
Address: 10330 Old Columbia Road, Columbia, MD 21046
Email: accountspayable@shimadzu.com

ACCEPTANCE

For
Virginia Polytechnic Institute
& State University

DocuSigned by:
Reed Nagel
5EF51DA320D049B...

Reed Nagel
Director of Procurement

7/24/2026

Date

For Supplier

Signed by:
Stephanie Rosenberg
9409FCC0E1AD49A...

Name: Stephanie Rosenberg
Title: VP, Sales & Marketing

7/23/2026

Date

Agreement #: VTG-3256-2026-PAC

Docusign Envelope ID: 06243315-2FD3-8809-820B-BAC87AC35A04

Request for Proposal # 952642606

For

Specialized Scientific Equipment & Instrumentation

April 10, 2026

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

RFP # 952642606, Specialized Scientific Equipment & Instrumentation

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

DUE DATE: Proposals will be received until **May 11th, 2026 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: lhenry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 24, 2026. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

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

Proposals may NOT be hand delivered to the Procurement Office.

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

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

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

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

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

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

AUTHORIZED SIGNATURE: ______________________________ Date: ___________________________

[INCLUDE THIS PAGE]

I. PURPOSE:

A. Background: The Virginia Higher Education Procurement Consortium (VHEPC), on behalf of participating member institutions, is issuing this Request for Proposal (RFP) as part of a coordinated R&D sourcing initiative designed to modernize and streamline research-related contract coverage.

VHEPC represents public institutions of higher education and seeks to establish competitively awarded, category-based contracts that support the diverse and evolving research needs of its members. These contracts are intended for use by VHEPC participating institutions and may also serve as nationally accessible cooperative contracts for eligible public agencies that elect to utilize them.

Historically, research-related procurements have often been addressed through individual contract actions or sole-source justifications based on specialized needs. This initiative replaces fragmented approaches with structured, transparent, and scalable competitive procurement aligned to defined R&D categories.

The objective of this RFP is to establish a pool of qualified firms within the specified category that can provide reliable, compliant, and cost-effective solutions to VHEPC members while maintaining flexibility necessary for research environments.

This RFP is targeted for offerors providing specialized scientific equipment and instrumentation, which is defined as capital or system-based scientific, engineering, and research equipment, including highly specialized instruments and integrated systems. This category also includes incidental services such as installation, configuration, calibration, training, and equipment-specific maintenance that are inseparable from the acquisition and operation of the equipment.

B. Coordinated Multi-Institution Model
Multiple R&D RFPs are being issued concurrently by designated lead institutions within VHEPC. Each RFP corresponds to a distinct and clearly defined category of goods or services.

Each participating institution serves as the issuing authority for its assigned category. However, awarded contracts are intended for use by eligible VHEPC members in accordance with the terms of each solicitation.

This coordinated approach:

- Distributes administrative responsibility across institutions
- Aligns evaluation with subject-matter expertise
- Replaces numerous individual contracts with structured category-based coverage
- Preserves continuity of research operations

C. Category-Based Structure
This RFP corresponds to the following category: **Specialized Scientific Equipment & Instrumentation.**

Each category is defined based on the primary value delivered, whether capital equipment, consumable products, regulated research inputs, labor-based services, or software platforms.

Category definitions are consistent across all coordinated RFPs to ensure clarity and prevent duplication.

D. Vendor Response Guidance (Important)
Vendors are advised that multiple R&D RFPs are being issued simultaneously under this coordinated initiative.

To prevent duplication and ensure efficient evaluation:
- Vendors should submit a proposal in response to only one RFP category.
- Vendors offering products or services that could reasonably align with more than one category should select the RFP that best represents their primary line of business.
- Vendors should not submit identical or substantially similar proposals to multiple RFPs under this initiative.

If a vendor is uncertain which category is most appropriate, the vendor is strongly encouraged to contact Ryan Balber, VHEPC Director at rbalber@virginia.edu for guidance. VHEPC reserves the right to redirect or reassign proposals if a submission is clearly misaligned with the category scope.

E. Scope Intent
This RFP is intended to establish competitively awarded contracts within the defined category to:

- Reduce reliance on sole-source justifications
- Improve transparency and audit defensibility
- Provide predictable and sustainable contract coverage
- Support diverse and evolving research needs across participating institutions

The resulting contracts are not intended to limit research flexibility, but rather to provide structured, compliant procurement pathways.

F. Coordination and Consistency
While issued by a designated lead institution, this RFP is part of a broader, coordinated VHEPC initiative. Category definitions, evaluation principles, and vendor response guidance are aligned across all related solicitations.

This structure ensures vendors experience a unified and organized market approach despite multiple issuing institutions.

G. Open Enrollment/Additional Opportunities
This RFP establishes an initial award group. Following the initial award, the University reserves the right to open an additional RFP at its sole discretion to establish additional agreements for these goods and/or services, which may occur annually or as operationally needed.

During any subsequent open enrollment period:
- Firms not previously awarded may submit proposals.
- Proposals will be evaluated using the same published criteria.
- Additional contracts may be awarded to qualified Firms.

II. SWaM BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster opportunity in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive SWaM, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate

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participation through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

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

III. CONTRACT PERIOD:

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

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

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

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

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

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

V. CONTRACT PARTICIPATION:

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

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

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

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

A. Discounts/Logistics: Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination).

B. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.

C. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications and is responsible for performance and problem resolution. Customer satisfaction will be a determining factor in measuring the Contractor's performance.

D. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

E. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.

F. Minimum Order: There shall be no minimum order requirement.

G. Quarterly Reporting Requirements

1. Reporting Obligation
The awarded Contractor shall provide quarterly sales reports to VHEPC for the duration of the contract.

Reports are mandatory regardless of sales volume and must be submitted even if there were no purchases during the reporting period (in which case a “zero sales” report shall be submitted).

Reports shall be submitted electronically no later than thirty (30) calendar days following the end of each calendar quarter.

2. <u>Reporting Format</u>
   All reports must be submitted using the VHEPC Unified Quarterly Reporting Template provided as an attachment to this RFP.

   Contractors shall not modify the structure, column order, or formatting of the template. Alternative reporting formats will not be accepted.

   The template includes:
   - A “Quarterly Reporting” tab for VHEPC member purchases
   - A “Non-Member Reporting” tab for purchases made by entities accessing the contract under the Publicly Accessible Contract (PAC) structure

3. <u>Member Reporting Requirement</u>
   The “Quarterly Reporting” tab shall include item-level detail for all purchases made by VHEPC participating institutions during the reporting period.

   Each transaction line shall include, at minimum:
   - University
   - PO Number
   - Order Date
   - Invoice Number
   - Invoice Date
   - Department
   - Vendor SKU (if applicable)
   - Product Category
   - Item Description or Service Description
   - Manufacturer Name (if applicable)
   - Manufacturer Number (if applicable)
   - Unit of Measure
   - MSRP (if applicable)
   - Contract Price
   - Net Price
   - Quantity (or Hours for services)
   - Extended Volume (total invoiced amount)

   Summary-only reporting is not acceptable.

4. <u>Non-Member (PAC) Reporting Requirements</u>
   If the Contractor elects to permit third-party access under the Publicly Accessible Contract (PAC) structure, the Contractor shall also complete the “Non-Member Reporting” tab.

   The Non-Member Report shall include all item-level transactions associated with non-VHEPC entities that accessed the contract during the reporting period.
   The Non-Member Report shall serve as the basis for PAC Annual Fee calculation in accordance with the PAC Agreement.

   If no non-member sales occurred, the Contractor shall indicate “No Sales” on the Non-Member Reporting tab.

5. Submission Method
   Quarterly reports shall be submitted electronically to:

   VHEPC Contract Administrator
   Anu Mathew
   amathew@virginia.edu

   Reports must be submitted in Excel format and shall clearly identify in the title of the excel file:
   - Vendor Name
   - Contract Number
   - Reporting Period (Quarter Ending)

6. Use of Reported Data
   Reported data may be used by VHEPC for:

   - Spend analysis and reporting
   - Pricing consistency review
   - Identification of cost savings opportunities
   - Contract performance monitoring
   - PAC Annual Fee verification

   Reported data will be treated as confidential to the extent permitted by applicable law.

7. Failure to Comply
   Failure to provide accurate and timely quarterly reporting may result in:
   - Withholding of contract renewal or extension
   - Suspension of third-party access privileges
   - Audit review
   - Termination for default in cases of repeated non-compliance

H. Publicly Accessible Contract (PAC) Requirement (see **ATTACHMENT C** for PAC Agreement)

1. Mandatory Execution of PAC Agreement
   As a condition of award, all Offerors awarded a contract under this RFP shall execute the VHEPC Publicly Accessible Contract ("PAC") Agreement.

   Execution of the PAC Agreement is mandatory and is not subject to post-award negotiation.

   The PAC Agreement shall be incorporated by reference into the resulting contract.

2. Optional Third-Party Access
   The PAC Agreement provides a mechanism through which eligible public entities that are not VHEPC participating institutions may elect to access the awarded contract.

   Participation in third-party access is voluntary for the awarded Contractor.

   An awarded Contractor may elect whether to permit third-party access under the PAC structure. Such election shall be documented at the time of contract execution or amended thereafter by mutual agreement.

   No guarantee of third-party usage is made or implied.

3. PAC Annual Fee
If an awarded Contractor elects to permit third-party access and receives revenue from non-VHEPC entities under the PAC structure, the Contractor shall remit a Publicly Accessible Contract Annual Fee equal to one percent (1%) of revenue received from such non-VHEPC entities, in accordance with the PAC Agreement.

The PAC Annual Fee:
- Applies only to revenue received from non-VHEPC entities utilizing third-party access
- Does not apply to purchases made by VHEPC participating institutions
- Shall not be invoiced or passed through as a separate line item to participating institutions

Offerors shall incorporate any anticipated PAC-related costs into their proposed pricing.

4. Reporting and Reconciliation
Contractors electing to permit third-party access shall submit quarterly Non-Member (PAC) reports in accordance with the RFP Reporting Requirements section.

Reported data shall serve as the basis for PAC Annual Fee calculation.

VHEPC reserves the right to reconcile reported revenue against PAC fee remittance.

5. Future Open Enrollment Applicability
All firms awarded under future open enrollment generations of this RFP shall be subject to the same PAC execution requirement.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and any envisioned company changes including planned technological advances and acquisitions.

2. List all contact information for ordering, invoicing, customer service, etc.

3. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination**. Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.

4. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

5. Describe return policy (including replacement of defective, broken, or damaged items) and identify any associated costs. Any costs to be specified in **Attachment B Pricing Schedule**.

6. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.

7. Identify any other goods or services offered to Virginia Tech and associated costs as specified in **Attachment B Pricing Schedule**.

8. Participation of SWaM Business:

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

9. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

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

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

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

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

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

2. Proposal Preparation:

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

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

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. -The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	15
5. Participation of SWaM Business	10
Total	100

B. Award

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

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

IX. INVOICES:

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

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

X. METHOD OF PAYMENT:

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

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

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

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

XIII. CONTROLLING VERSION OF SOLICITATION:

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

XIV. TERMS AND CONDITIONS:

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

XV. CONTRACT ADMINISTRATION:

A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. Levi Henry, Senior Contracting Officer, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVI. ATTACHMENTS:

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

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/RFP-General-Terms-And-Conditions.pdf

ADDITIONAL TERMS AND CONDITIONS.

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

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

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

4. **CANCELLATION OF CONTRACT**: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. **IDENTIFICATION OF PROPOSAL**: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.

7. **NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.

8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: https://www.procurement.vt.edu/content/dam/procurement_vt_edu/itprocurement/Data_Security_FERPA_Addendum_2024.docx.

10. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

11. **ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

12. **INSURANCE**
By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
<u>INSURANCE COVERAGES AND LIMITS REQUIRED:</u>
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract

13. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended, or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

14. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA**: By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: http://clc.com/Licensing-Info.aspx*.

15. **ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

16. **PRICE ESCALATION/DEESCALATION**: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

    The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

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

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

18. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

19. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a

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turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

20. **WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation.

Attachment B

Pricing Schedule

The offeror shall provide pricing using the template below as applicable. The pricing schedule should include percentage off list price for specific manufacturer/product lines and/or categories. The “volume tier” section is intended to allow the offeror to provide volume-based incentives if applicable.

Equipment Category	Manufacturer	Model	List Price	Discount %	Net Price	Installation Cost	AVG Lead Time (Days)	Volume Tier (if applicable)

Attachment C
AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

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

TERM

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

WITNESS

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

I. Supplier will:

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

II. The University will ensure the Consortium:

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

III. Payment

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

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

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

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

Note 'PAC payment' on check.

IV. Notices

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

If to the University:

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

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

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ACCEPTANCE

For [Lead Institution]	**For [Supplier]**
______________________________	____________________________
[Lead Procurement Director]	[Supplier Contact]
[Lead Job Title]	[Supplier Contact Title]
________________	______________
Date	Date

Agreement #: [Contract-Number]-PAC

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE:	**April 24, 2026**
TO:	**All Offerors**
FROM:	Levi Henry, Senior Contracts Officer
TOTAL PAGE(S):	**2**
SOLICITATION TITLE:	Specialized Scientific Equipment and Instrumentation
SOLICITATION NUMBER:	952642606

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

1. The VHEPC Quarterly Reporting Template referenced in the RFP is included as an attachment as part of this addendum. ***Please note that not all fields are required, and we are flexible in allowing the offeror to do the best they can to provide the data as it applies to their product/service offering.

II. REQUESTS FOR INFORMATION

1. We utilize a standardized pricing model that structures pricing by supplier and product line, providing a defined range of minimum and maximum discount percentages within each category. As a result, pricing components such as list price, net price, and installation costs may not be applicable. Will this pricing approach be acceptable for the RFP?

   Yes, this is acceptable just please clearly indicate the discount percentages as part of your pricing approach.

2. Section 10 of Attachment A prohibits stating in our literature that any Commonwealth agency or institution has purchased or uses its products. Are contractors permitted to advertise the agreement itself in its literature? In the PAC it states the University will promote the PAC, but can the contractor promote it as well?

   Yes, contractors are permitted to advertise the agreement itself in its literature. Virginia Tech and VHEPC will both work in conjunction to promote the PAC, and we highly encourage the contractor to promote the PAC as well.

3. *The link in Attachment A appears to be inactive. Please confirm if the doc in the following link is correct:*
   https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/RFP-General-Terms-And-Conditions.pdf

   Please use the following link instead:
   https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/RFP-General-Terms-And-Conditions.pdf

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4. We are seeking clarification regarding invoicing requirements under this contract. Specifically, Section 1X states: “Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu.” Could you please confirm whether this means that all invoices from all participating entities must be submitted to Virginia Tech’s Accounts Payable, or whether this requirement applies only to VT.edu, with other entities receiving invoices directly?

   This section refers strictly to Virginia Tech invoices. Other entities shall be invoiced directly and do not need to be sent to Virginia Tech.

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VHEPC
VIRGINIA
HIGHER EDUCATION PROCUREMENT
CONSORTIUM

VIRGINIA TECH™

Request for Proposal # 952642606

For

Specialized Scientific Equipment & Instrumentation

Shimadzu Scientific Instruments, Inc. Response

April 10, 2026

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

RFP # 952642606, Specialized Scientific Equipment & Instrumentation

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

DUE DATE: Proposals will be received until **May 11th, 2026 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: lhenry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 24, 2026. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

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

Proposals may NOT be hand delivered to the Procurement Office.

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

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

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

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

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

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

AUTHORIZED SIGNATURE: Faith Hays Date: May 8, 2026

[INCLUDE THIS PAGE]

I. PURPOSE:

A. Background: The Virginia Higher Education Procurement Consortium (VHEPC), on behalf of participating member institutions, is issuing this Request for Proposal (RFP) as part of a coordinated R&D sourcing initiative designed to modernize and streamline research-related contract coverage.

VHEPC represents public institutions of higher education and seeks to establish competitively awarded, category-based contracts that support the diverse and evolving research needs of its members. These contracts are intended for use by VHEPC participating institutions and may also serve as nationally accessible cooperative contracts for eligible public agencies that elect to utilize them.

Historically, research-related procurements have often been addressed through individual contract actions or sole-source justifications based on specialized needs. This initiative replaces fragmented approaches with structured, transparent, and scalable competitive procurement aligned to defined R&D categories.

The objective of this RFP is to establish a pool of qualified firms within the specified category that can provide reliable, compliant, and cost-effective solutions to VHEPC members while maintaining flexibility necessary for research environments.

This RFP is targeted for offerors providing specialized scientific equipment and instrumentation, which is defined as capital or system-based scientific, engineering, and research equipment, including highly specialized instruments and integrated systems. This category also includes incidental services such as installation, configuration, calibration, training, and equipment-specific maintenance that are inseparable from the acquisition and operation of the equipment.

B. Coordinated Multi-Institution Model
Multiple R&D RFPs are being issued concurrently by designated lead institutions within VHEPC. Each RFP corresponds to a distinct and clearly defined category of goods or services.

Each participating institution serves as the issuing authority for its assigned category. However, awarded contracts are intended for use by eligible VHEPC members in accordance with the terms of each solicitation.

This coordinated approach:
- Distributes administrative responsibility across institutions
- Aligns evaluation with subject-matter expertise
- Replaces numerous individual contracts with structured category-based coverage
- Preserves continuity of research operations

C. Category-Based Structure
This RFP corresponds to the following category: **Specialized Scientific Equipment & Instrumentation.**

Each category is defined based on the primary value delivered, whether capital equipment, consumable products, regulated research inputs, labor-based services, or software platforms.

Category definitions are consistent across all coordinated RFPs to ensure clarity and prevent duplication.

D. Vendor Response Guidance (Important)
Vendors are advised that multiple R&D RFPs are being issued simultaneously under this coordinated initiative.

To prevent duplication and ensure efficient evaluation:
- Vendors should submit a proposal in response to only one RFP category.
- Vendors offering products or services that could reasonably align with more than one category should select the RFP that best represents their primary line of business.
- Vendors should not submit identical or substantially similar proposals to multiple RFPs under this initiative.

If a vendor is uncertain which category is most appropriate, the vendor is strongly encouraged to contact Ryan Balber, VHEPC Director at rbalber@virginia.edu for guidance. VHEPC reserves the right to redirect or reassign proposals if a submission is clearly misaligned with the category scope.

E. Scope Intent
This RFP is intended to establish competitively awarded contracts within the defined category to:

- Reduce reliance on sole-source justifications
- Improve transparency and audit defensibility
- Provide predictable and sustainable contract coverage
- Support diverse and evolving research needs across participating institutions

The resulting contracts are not intended to limit research flexibility, but rather to provide structured, compliant procurement pathways.

F. Coordination and Consistency
While issued by a designated lead institution, this RFP is part of a broader, coordinated VHEPC initiative. Category definitions, evaluation principles, and vendor response guidance are aligned across all related solicitations.

This structure ensures vendors experience a unified and organized market approach despite multiple issuing institutions.

G. Open Enrollment/Additional Opportunities
This RFP establishes an initial award group. Following the initial award, the University reserves the right to open an additional RFP at its sole discretion to establish additional agreements for these goods and/or services, which may occur annually or as operationally needed.

During any subsequent open enrollment period:
- Firms not previously awarded may submit proposals.
- Proposals will be evaluated using the same published criteria.
- Additional contracts may be awarded to qualified Firms.

II. SWaM BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster opportunity in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive SWaM, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate

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participation through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

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

III. CONTRACT PERIOD:

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

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

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

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

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

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

V. CONTRACT PARTICIPATION:

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

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

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

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

A. Discounts/Logistics: Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination).

B. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.

C. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications and is responsible for performance and problem resolution. Customer satisfaction will be a determining factor in measuring the Contractor's performance.

D. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

E. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.

F. Minimum Order: There shall be no minimum order requirement.

G. Quarterly Reporting Requirements

1. Reporting Obligation

The awarded Contractor shall provide quarterly sales reports to VHEPC for the duration of the contract.

Reports are mandatory regardless of sales volume and must be submitted even if there were no purchases during the reporting period (in which case a “zero sales” report shall be submitted).

Reports shall be submitted electronically no later than thirty (30) calendar days following the end of each calendar quarter.

2. Reporting Format
All reports must be submitted using the VHEPC Unified Quarterly Reporting Template provided as an attachment to this RFP.

Contractors shall not modify the structure, column order, or formatting of the template. Alternative reporting formats will not be accepted.

The template includes:
- A "Quarterly Reporting" tab for VHEPC member purchases
- A "Non-Member Reporting" tab for purchases made by entities accessing the contract under the Publicly Accessible Contract (PAC) structure

3. Member Reporting Requirement
The "Quarterly Reporting" tab shall include item-level detail for all purchases made by VHEPC participating institutions during the reporting period.

Each transaction line shall include, at minimum:
- University
- PO Number
- Order Date
- Invoice Number
- Invoice Date
- Department
- Vendor SKU (if applicable)
- Product Category
- Item Description or Service Description
- Manufacturer Name (if applicable)
- Manufacturer Number (if applicable)
- Unit of Measure
- MSRP (if applicable)
- Contract Price
- Net Price
- Quantity (or Hours for services)
- Extended Volume (total invoiced amount)

Summary-only reporting is not acceptable.

4. Non-Member (PAC) Reporting Requirements
If the Contractor elects to permit third-party access under the Publicly Accessible Contract (PAC) structure, the Contractor shall also complete the "Non-Member Reporting" tab.

The Non-Member Report shall include all item-level transactions associated with non-VHEPC entities that accessed the contract during the reporting period.
The Non-Member Report shall serve as the basis for PAC Annual Fee calculation in accordance with the PAC Agreement.

If no non-member sales occurred, the Contractor shall indicate "No Sales" on the Non-Member Reporting tab.

5. Submission Method
   Quarterly reports shall be submitted electronically to:

   VHEPC Contract Administrator
   Anu Mathew
   amathew@virginia.edu

   Reports must be submitted in Excel format and shall clearly identify in the title of the excel file:
   - Vendor Name
   - Contract Number
   - Reporting Period (Quarter Ending)

6. Use of Reported Data
   Reported data may be used by VHEPC for:

   - Spend analysis and reporting
   - Pricing consistency review
   - Identification of cost savings opportunities
   - Contract performance monitoring
   - PAC Annual Fee verification

   Reported data will be treated as confidential to the extent permitted by applicable law.

7. Failure to Comply
   Failure to provide accurate and timely quarterly reporting may result in:
   - Withholding of contract renewal or extension
   - Suspension of third-party access privileges
   - Audit review
   - Termination for default in cases of repeated non-compliance

H. Publicly Accessible Contract (PAC) Requirement (see **ATTACHMENT C** for PAC Agreement)

1. Mandatory Execution of PAC Agreement
   As a condition of award, all Offerors awarded a contract under this RFP shall execute the VHEPC Publicly Accessible Contract ("PAC") Agreement.

   Execution of the PAC Agreement is mandatory and is not subject to post-award negotiation.

   The PAC Agreement shall be incorporated by reference into the resulting contract.

2. Optional Third-Party Access
   The PAC Agreement provides a mechanism through which eligible public entities that are not VHEPC participating institutions may elect to access the awarded contract.

   Participation in third-party access is voluntary for the awarded Contractor.

   An awarded Contractor may elect whether to permit third-party access under the PAC structure. Such election shall be documented at the time of contract execution or amended thereafter by mutual agreement.

   No guarantee of third-party usage is made or implied.

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3. PAC Annual Fee
   If an awarded Contractor elects to permit third-party access and receives revenue from non-VHEPC entities under the PAC structure, the Contractor shall remit a Publicly Accessible Contract Annual Fee equal to one percent (1%) of revenue received from such non-VHEPC entities, in accordance with the PAC Agreement.

   The PAC Annual Fee:
   - Applies only to revenue received from non-VHEPC entities utilizing third-party access
   - Does not apply to purchases made by VHEPC participating institutions
   - Shall not be invoiced or passed through as a separate line item to participating institutions

   Offerors shall incorporate any anticipated PAC-related costs into their proposed pricing.

4. Reporting and Reconciliation
   Contractors electing to permit third-party access shall submit quarterly Non-Member (PAC) reports in accordance with the RFP Reporting Requirements section.

   Reported data shall serve as the basis for PAC Annual Fee calculation.

   VHEPC reserves the right to reconcile reported revenue against PAC fee remittance.

5. Future Open Enrollment Applicability
   All firms awarded under future open enrollment generations of this RFP shall be subject to the same PAC execution requirement.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide a summary overview of the company, including qualifications and experience, geographical operations, unique services provided to the higher education marketplace and any envisioned company changes including planned technological advances and acquisitions.

Overview

Shimadzu Scientific Instruments (SSI), the North American subsidiary of Shimadzu Corporation, is a global leader in analytical instrumentation with more than 140 years of innovation and scientific expertise. Headquartered in Columbia, Maryland, SSI supports a broad customer base across academic, government, and commercial sectors, providing advanced technologies that enable research, quality control, and regulatory compliance. Shimadzu's long-standing reputation for precision, reliability, and innovation positions it as a trusted partner to leading higher education institutions.

Qualifications and Experience

SSI offers extensive experience supporting universities and research institutions through the delivery of high-performance analytical instruments and comprehensive lifecycle services. Its core capabilities include chromatography, mass spectrometry, spectroscopy, materials testing, and laboratory informatics. Shimadzu systems are widely used in life sciences, environmental research, pharmaceuticals, food safety, and materials science. The company's proven track record includes successful implementations at major universities, with ongoing support for teaching labs, advanced research initiatives, and grant-funded programs.

Geographical Operations

SSI maintains a strong operational presence throughout the United States, supported by a network of regional offices and field-based service engineers. Its U.S. headquarters in Maryland is complemented by nationwide technical support teams, ensuring timely service and local engagement. Globally, Shimadzu operates in more than 100 countries, enabling consistent support for institutions with international campuses and research collaborations.

Unique Services for Higher Education

Shimadzu distinguishes itself in the higher education marketplace through dedicated academic partnership programs, including SPARQ (Shimadzu Partnership for Academics, Research, and Quality of Life), which fosters long-term collaboration with universities. SSI provides grant application support, helping institutions secure funding for instrumentation, and offers comprehensive training programs for faculty, staff, and students. Its lifecycle service model includes installation, validation, maintenance, and application support, ensuring sustained performance and value. Additionally, Shimadzu supports collaborative research through innovation centers that enable method development and applied research.

Future Direction and Technological Advancements

Shimadzu continues to invest in innovation and digital transformation to meet evolving research demands. Key focus areas include high-sensitivity mass spectrometry, advanced chromatography systems, laboratory automation, and integrated informatics platforms. The company is expanding capabilities in data analytics and artificial intelligence to enhance laboratory efficiency and insight generation. Strategic acquisitions and partnerships further strengthen Shimadzu's service offerings and technical expertise. Ongoing investments in sustainability and environmentally focused technologies align with the needs of modern research institutions.

Conclusion

Shimadzu Scientific Instruments provides a comprehensive combination of advanced analytical technologies, global expertise, and tailored support for higher education institutions. Its commitment to innovation, training, and long-term partnership makes it a reliable and strategic provider for universities seeking to advance research, enhance student learning, and achieve operational excellence.

2. List all contact information for ordering, invoicing, customer service, etc.

Quoting:
Charles "Trey" W. Henry III
(800) 951-9167 Ext. 1676
cwhenry@shimadzu.com

Order Placement:
Reference Quotation Number on Purchase Order and if applicable, attach your current Tax-Exempt Certificate to your order request for proper billing. Please provide the on-site contact's name and contact information such as email address or phone number for delivery on the PO. Please note that state taxes, local taxes and freight, if applicable, will be added at invoicing.

Shimadzu Scientific Instruments
7102 Riverwood Drive
Columbia, MD 21046

Free: 800-477-1227 Fax: 410-309-6130
E-mail: customer.service@shimadzu.com
Local: 410-381-1227

Or through eVa

Invoicing:
accountsreceivable@shimadzu.com

Customer Service:
customer.service@shimadzu.com

Service needs:
SOEservicerequest@shimadzu.com

3. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination**. Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.

Shimadzu shipping services deliver to your facility's loading dock. We have included FREE FREIGHT in Attachment B Pricing Schedule. If "Inside" delivery is requested or required for a special-order situation, Shimadzu reserves the right to add an "inside delivery charge." Installation and Customer Familiarization are line items included on quotations for instrumentation and will be discounted a minimum of 15% per the Pricing Schedule in Attachment B. Shimadzu has 5 tier levels of Installation and Familiarization depending on the complexity of the instrumentation configuration. Installation is performed by factory-trained field service engineers and includes instrument setup, verification, and customer familiarization to ensure proper operation from day one. All orders are shipped FOB Destination.

4. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

For main body instruments, standard delivery is typically 30–90 days from order placement. Delivery timeframes vary based on instrument complexity, configuration, and current production schedules. Any exceptions to the standard lead time will be clearly communicated to the ordering institution at the time of quoting. Consumables and accessories are generally shipped within 30 days of order receipt. Shimadzu does not guarantee rush delivery as a standard offering; however, expedited requests may be accommodated on a case-by-case basis, and any associated costs would be communicated at time of quoting. Estimated lead times are included in Attachment B Pricing Schedule.

5. Describe return policy (including replacement of defective, broken, or damaged items) and identify any associated costs. Any costs to be specified in **Attachment B Pricing Schedule**.

All returns must be pre-authorized by Shimadzu Scientific Instruments. Upon authorization, SSI will issue a Return Goods Authorization ("RGA") number, which must appear on the face of the returned package. Unauthorized returns will not be accepted.

Products that are found to be defective or inoperative upon installation will be repaired or replaced under warranty at SSI's option, with no cost to Virginia Tech. All warranty claims must be reported promptly upon discovery. For products that arrive damaged in transit, buyer must notify SSI in writing within 30 days of arrival. SSI will cooperate fully in resolving transit damage claims.

For non-defective returns, a restocking charge of 20% of the total order amount applies. Standard instruments must be returned within 30 days; reference standards must be returned within 10 days of shipment. Custom or non-catalog consumable items are non-returnable unless they fail to meet agreed-upon product specifications. Consumables carry a 90-day warranty from date of acceptance. There are no return-related costs specified in Attachment B beyond the standard restocking charge noted above, as warranty repairs and replacements are covered at no charge to the institution.

6. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.

Sample quotes and invoices are attached as supplemental exhibits to this proposal. All Shimadzu quotations include the manufacturer's list price, the applicable contract discount percentage, and the resulting net contract price for each line item. Quotes reference the contract number and include itemized pricing for the instrument, installation, and any applicable accessories or services. Invoices are issued upon shipment and reference the purchase order number, contract number, and itemized pricing consistent with the quote. Institutions may request quotes directly from the SSI sales contract identified in Section VII.A.2.

7. Identify any other goods or services offered to Virginia Tech and associated costs as specified in **Attachment B Pricing Schedule**.

Consumables and Accessories: Shimadzu offers a comprehensive portfolio of instrument-specific consumables including columns, lamps, detectors, syringes, seals, vials, and other replacement components. These items are available at contracted discount pricing as specified in Attachment B and are subject to a 90-day consumables warranty.

Software and Informatics: Shimadzu offers data acquisition and analysis software platforms including LabSolutions, LabSolutions CS (client-server), and LabSolutions DB for network-based laboratory environments. Software licenses, upgrades, and add-on modules are available at contracted pricing. Software licenses include a one-year warranty on media defects and entitle the institution to official software upgrades released by Shimadzu.

Service Contracts and Preventive Maintenance: Post-warranty service contracts are available for all Shimadzu instruments and are priced at a minimum 12% discount off list price as specified in Attachment B. Service contracts include preventive maintenance visits, emergency repair coverage, and priority response from factory-trained field service engineers. Service requests are submitted to SOEservicerequest@shimadzu.com.

Training: Shimadzu offers structured training programs for faculty, staff, and students through its Columbia, MD training facility and on-site at customer locations. Training offerings include application-specific courses, operator certification, and method development workshops covering chromatography, mass spectroscopy, and materials testing. Training costs are available upon request and subject to contracted discount pricing.

8. Participation of SWaM Business:

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

Shimadzu Scientific Instruments (SSI) is not classified as a SWaM business under the Virginia Department of Small Business and Supplier Diversity (SBSD). However, SSI is committed to meaningful SWaM participation and has identified a qualified subcontracting partner to support this initiative.

SSI intends to partner with Samyak Solutions Inc. (“Samyak”), a Virginia-based small business headquartered in Leesburg, VA. Samyak holds federal certifications as an 8(a), Woman-Owned Small Business (WOSB), Minority-Owned Business Enterprise (MBE), and HUBZone Small Business. Samyak has been vetted and approved by SSI’s Legal and Accounting departments and maintains existing federal contracting vehicles including a GSA contract and a contract with the Department of Energy.

SSI is committed to initiating the Virginia SBSD SWaM certification process for Samyak Solutions Inc. no later than the time of contract award, in accordance with RFP requirements. Upon certification, SSI will actively utilize Samyak as a subcontractor under this contract and will provide full reporting on SWaM subcontracting spend upon request by Virginia Tech or VHEPC. SSI will work in partnership with Virginia Tech’s dedicated SWaM utilization personnel to support ongoing SWaM engagement initiatives throughout the contract term.

Samyak Solutions Inc. contact information:

Jerry Fink (Main POC)
jfink@samyak-inc.com
(301) 717-5995

Seema Dixit (President)
sdixit@samyak-inc.com
(571) 215-8621
161 Fort Evans Road
Suite 325
Leesburg, VA 20176

9. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

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

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

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

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

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

2. Proposal Preparation:

    a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
    b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

    c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	15
5. Participation of SWaM Business	10
Total	100

B. Award

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

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

IX. INVOICES:

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

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

X. METHOD OF PAYMENT:

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

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

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

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

XIII. CONTROLLING VERSION OF SOLICITATION:

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

XIV. TERMS AND CONDITIONS:

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

XV. CONTRACT ADMINISTRATION:

A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. Levi Henry, Senior Contracting Officer, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVI. ATTACHMENTS:

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

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS.

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

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

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

4. **CANCELLATION OF CONTRACT**: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. **IDENTIFICATION OF PROPOSAL**: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.

7. **NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.

8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: https://www.procurement.vt.edu/content/dam/procurement_vt_edu/itprocurement/Data_Security_FERPA_Addendum_2024.docx.

10. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

11. **ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

12. **INSURANCE**

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

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract

13. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended, or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

14. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA**: By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: http://clc.com/Licensing-Info.aspx*.

15. **ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

16. **PRICE ESCALATION/DEESCALATION**: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

    The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

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

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

18. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

19. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a

turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

20. **WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation.

ATTACHMENT B

Pricing Schedule

The offeror shall provide pricing using the template below as applicable. The pricing schedule should include percentage off list price for specific manufacturer/product lines and/or categories. The "volume tier" section is intended to allow the offeror to provide volume-based incentives if applicable.

Equipment Category	Manufacturer	Model	List Price	Discount %	Net Price	Installation Cost	AVG Lead Time (Days)	Volume Tier (if applicable)
Instrumentation	Shimadzu	All		20		Variable-5 Tiers	30-90 days	N/A
Consumables	Shimadzu	All		20		Variable-5 Tiers	1-30 days	N/A
Accessories	Shimadzu	All		20		Variable-5 Tiers	1-90 days	N/A
PC Hardware	Dell	All		15		Variable-5 Tiers	1-30 days	N/A
Software and Informatics	Shimadzu	All		20		Variable-5 Tiers	1-30 days	N/A
Service Contracts	Shimadzu	All		12		N/A	N/A	N/A
Installation and Customer Familiarization	Shimadzu	All		20		N/A	N/A	N/A
Training	Shimadzu	All		12		N/A	N/A	N/A
FOB: Destination	Shimadzu	N/A		N/A		N/A	N/A	N/A
Free Freight	Shimadzu	N/A		100		N/A	N/A	N/A

ATTACHMENT C

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

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

TERM

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

WITNESS

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

I. Supplier will:

A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").

B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.

C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and

D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and

B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

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

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

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

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

Note 'PAC payment' on check.

IV. Notices

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

If to the University:

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

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

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ACCEPTANCE

For [Lead Institution]	**For [Supplier]**
______________________________	______________________________
[Lead Procurement Director] [Lead Job Title]	[Supplier Contact] [Supplier Contact Title]
________________	______________
Date	Date

Agreement #: [Contract-Number]-PAC

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Excellence in Science

ATTACHMENT D

EXAMPLE QUOTE

Customer:
John Matson
Virginia Polytechnic Institute & State University
300 TURNER ST NW STE 3300
NORTH END CTR MAIL CODE 0312, ACCOUNTS PAYABLE
BLACKSBURG, VA 24061-3359
Phone: (540) 231-3329
Fax:
E-mail: jbmatson@vt.edu

Sales Engineer:
Charles Henry
Shimadzu Scientific Instruments
1 TW Alexander Drive, Suite 100

Durham, NC 27703
Regional Office: (800) 951-9167 Ext. 1676
Direct Dial: (800) 951-9167
E-mail: cwhenry@SHIMADZU.com

Sales Proposal

Quotation: SSI-273660-Z1G8

Expiration: 10/4/2025

Quote Description:
parts

Proposed Ship Date: 30 Days/ARO **FOB:** DESTINATION **Ship Method:** BEST WAY
Shipping Terms: PREPAID **Incoterms:** FOB
Additional Information:
VASCUPP Contract UVA-AGR-LAB-00085

For proposal questions or modifications, please contact your sales representative.

For Order Placement:

Reference Quotation Number on Purchase Order and if applicable, attach your current Tax Exempt Certificate to your order request for proper billing.
Please provide the on-site contact name and contact information such as email address or phone number for delivery on the PO.

Please note that state taxes, local taxes and freight, if applicable, will be added at invoicing.
Forward official tax exempt documentation if applicable.

Shimadzu Scientific Instruments
7102 Riverwood Drive, Columbia, MD 21046
Toll Free: 800-477-1227
Local: 410-381-1227 Fax: 410-381-6781
E-mail: customer.service@shimadzu.com

International:
Fax: 410-309-6130
E-mail: icsc@shimadzu.com

Thank you for your interest in Shimadzu Scientific Instruments.

Authorization Signature*

Faith Hays

Faith Hays **Date: 9/5/2025**

*Sales Proposal is not valid without Authorized Signature.

 Quote Created On: 4/20/2026

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Company Name:	Virginia Polytechnic Institute & State University
Quote Number:	SSI-273660-Z1G8
Activation Date:	9/4/2025
Expiration Date:	10/4/2025

Sales Quotation - please reference the quotation when submitting purchase order.

Parts

	Product #	Qty	Description	Price Per Unit	Ext'd Price
1	228-35146-00	2	Plunger Seal, GFP, LC-10ADvp, LC20AD/AB, LC2010, LC-2030, LC-40D	$89.00	$178.00
2	228-32784-91	1	PTFE Diaphrams 2/pk, LC10AD/vp, LC2010, LC20AD/AB, LC-30ADSF	$159.00	$159.00

Total List Price:	**$337.00**
VASCUPP DISCOUNT:	**$50.55**
Quote Sub-Total:	**$286.45**
Estimated Freight:	**PREPAID**
Total Amount:	**$286.45**

By placing an Order for any Products related to this Sales Proposal and Quotation, Customer agrees to the terms and conditions at https://www.ssi.shimadzu.com/terms/General-Terms-Conditions-of-Sale.html, which are incorporated herein and applicable hereto. SSI reserves the right to update its Terms and Conditions at any time, however the terms and conditions in effect at the date of delivery of Products related to this Sales Proposal and Quotation shall apply to that purchase.

Docusign Envelope ID: 06243315-2FD3-8809-820B-BAC87AC35A04

SHIMADZU

INVOICE

ATTACHMENT E-EXAMPLE INVOICE

PLEASE REMIT PAYMENT TO:

Shimadzu Scientific Instruments, Inc.
Box 200511
Pittsburgh, PA 15251-0511
(P) 410-381-1227
FED.I.D. No.: 52-1035956
FOR ACH/WIRE PAYMENTS:
(CTX Preferred)
MUFG Bank, LTD
ACCOUNT 0310044316, ROUTING/ABA: 026009632

Invoice No.	Sales Order No.	Purchase Order No.	Invoice Date
40552425	BSS002427	P4665527	9/8/2025

Payment Terms	FOB	Freight Terms	Incoterms	Ship Date
NET 30 DAYS	DESTINATION	PREPAID	FOB	9/5/2025

Bill To:
Virginia Polytechnic Institute
300 Turner St NW
North End CTR Ste 3300/ Mail Code 0312
Email Invoices
Blacksburg, VA 24061-6100
USA

Ship To:
VA Polytech Inst & State Univ
1040 Drillfield Dr
171 Davidson Hall, Chemistry
Blacksburg, VA 24061-1053
USA

ANNA STEELE

D & B Number: 08-054-9942

Reference #:

Order Date	Customer ID	Taxable	Ship to Cust.	Waybill Number	Shipping Method
9/5/2025	K0000064	No	37		BEST WAY

Line #	Item Number	Description		Order Qty	Ship Qty	B/O	Discount	Unit Price	Ext. Price
1	228-35146-00	Plunger Seal, GFP, LC-10ADvp, LC20AD/AB, LC2010, LC-2030, LC-40D	OM	2	2	0	$0.000	$89.000	$178.00
2	228-32784-91	PTFE Diaphrams 2/pk, LC10AD/vp, LC2010, LC20AD/AB, LC-30ADSF	OM	1	1	0	$0.000	$159.000	$159.00

Subtotal:	**$337.00**
Order Discount	**$50.55**
Tax	**$0.00**
HazMat Fee	**$0.00**
Freight	**$0.00**
Prepaid Amnt	**$0.00**
Net Due (US$)	**$286.45**

No return merchandise accepted without our return authorization number.

Service charges of 1-1/2% per month to be charged on all outstanding balances.

Shimadzu Scientific Instruments, Inc. collects sales tax from all states except the following: DE, MT, NH, and OR. If you are tax exempt from sales tax, please email a valid tax exemption certificate to taxdepartment@shimadzu.com

Please reflect the invoice number above on all remittances for payment.

RFP # 952642606, Specialized Scientific Equipment & Instrumentation

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

DUE DATE: Proposals will be received until **May 11th, 2026 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231-7852 e-mail: lhenry29@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 24, 2026. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

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

Proposals may NOT be hand delivered to the Procurement Office.

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

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

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

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

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

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

AUTHORIZED SIGNATURE: Faith Hays Date: May 8, 2026

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.

Negotiation Response — Revised

RFP #952642606 — Specialized Scientific Equipment & Instrumentation

Virginia Higher Education Procurement Consortium (VHEPC) / Virginia Tech

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1. Virginia Tech Question: Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. Please submit your best and final pricing/discount structure for consideration.

Shimadzu Response: Shimadzu Scientific Instruments is pleased to confirm that the pricing and discount structure submitted in our RFP response represents our best and final offer.

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2. Virginia Tech Question: Are the prices provided with your proposal as favorable (or more favorable) as pricing provided to other Higher Educational Institutions?

Shimadzu Response: Yes. Shimadzu Scientific Instruments confirms that the pricing and discount structure provided in this proposal is equal to or more favorable than contractual pricing offered to other higher education institutions under comparable contractual arrangements. Shimadzu is committed to ensuring that Virginia Tech and all VHEPC member institutions receive best-in-class value.

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

Shimadzu Response: Yes. Shimadzu Scientific Instruments agrees to provide invoices with payment due net thirty (30) days after receipt of invoice or delivery of goods and services, whichever is later. This payment term will be reflected on all invoices issued under this contract. Shimadzu further confirms that no prepayment or down payment will be required.

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

Shimadzu Response: Shimadzu cannot guarantee a limitation to price increases solely based upon the CPI due to situations which may be beyond our control. We do consult the CPI for our pricing to measure for fair market value.

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5. Virginia Tech Question: If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal term?

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Shimadzu Response: Shimadzu Scientific Instruments agrees that prices will be held firm for the first 365 calendar days. Any price adjustment requests will be limited strictly to documented changes in the cost of materials, labor, and transportation, subject to Virginia Tech Procurement Department review and approval, and will require a minimum of 30 days advance written notice prior to the annual renewal date. Shimadzu has a strong track record of conservative and thoughtful pricing management and is committed to ensuring that Virginia Tech continues to receive stable, competitive pricing throughout the life of this contract. We view this partnership as a long-term relationship and will act accordingly in all pricing decisions.

---

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

Shimadzu Response: Yes. Shimadzu Scientific Instruments is registered with the Commonwealth of Virginia's eVA Internet electronic procurement system and confirms its willingness to participate fully in eVA for the duration of this contract. All applicable eVA transaction fees have been incorporated into our proposed pricing and will not be passed through as a separate line item to Virginia Tech or participating VHEPC institutions.

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

Shimadzu Response: Yes. All prices listed in our proposal and Attachment B Pricing Schedule are inclusive of applicable eVA system transaction fees. Virginia Tech and participating VHEPC institutions will not be invoiced separately for eVA transaction fees. This is consistent with our approach under existing VASCUPP contractual relationships and reflects our commitment to transparent, all-inclusive contract pricing.

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8. **Virginia Tech Question: Are you willing to provide a report at the end of each Virginia Tech Fiscal Year detailing the money saved by the University by utilizing this contract?**

Shimadzu Response: Yes. Shimadzu Scientific Instruments agrees to provide an annual savings report at the close of each Virginia Tech Fiscal Year (ending June 30). This report will detail purchases made by Virginia Tech and participating VHEPC institutions under the contract, comparing the contract net prices against manufacturer list prices to demonstrate the savings realized through the contracted discount structure. Reports will be submitted electronically in a mutually agreed-upon format no later than 30 days following the close of each fiscal year.

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

Shimadzu Response: Yes. Shimadzu Scientific Instruments agrees that the initial contract period shall be two (2) years from the effective date of the award. This term provides a meaningful foundation for the partnership and allows both parties to establish reporting cadences, refine operational processes, and demonstrate the value of the contract to the broader VHEPC membership.

---

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

Shimadzu Response: Yes. Shimadzu Scientific Instruments agrees that the contract may be renewed for up to four (4) additional two-year periods upon the written mutual agreement of both parties. We welcome the opportunity for a long-term partnership with Virginia Tech and the VHEPC membership and believe that the renewal structure supports continuity of service, institutional knowledge, and pricing consistency. Each renewal will be subject to reasonable review and mutual agreement by both parties, consistent with the terms of the contract.

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11. Virginia Tech Question: Prior to renewal do you agree to reevaluate pricing to be sure Virginia Tech is receiving the best possible discount or rate structure you can provide?

Shimadzu Response: Yes. Prior to each renewal period, Shimadzu Scientific Instruments agrees to conduct a comprehensive review of the pricing and discount structure in place under the contract to ensure that Virginia Tech and participating VHEPC institutions continue to receive the most favorable terms we are able to offer. This review will consider current market conditions, list price changes, competitive positioning, and the volume of business generated under the contract. Shimadzu values long-term partnerships and is committed to ensuring the contract remains a strong value proposition for the VHEPC membership over its full term.

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

Shimadzu Response: Yes. Shimadzu Scientific Instruments, Inc. confirms that it will perform all goods and services under this contract as an independent contractor. Shimadzu is a corporation incorporated in the United States and operating independently of Virginia Tech and all other Commonwealth entities. No employment relationship, agency relationship, or joint venture is created by virtue of this contract. Shimadzu is solely responsible for the actions and compensation of its employees, agents, and subcontractors.

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

Shimadzu Response: Yes. Shimadzu Scientific Instruments acknowledges and agrees that Virginia Tech will not withhold income taxes from payments made under this contract, nor will Virginia Tech provide any employment-related benefits to Shimadzu or its employees. Shimadzu assumes full responsibility for all applicable federal, state, and local tax obligations arising from compensation paid to its employees and independent contractors in connection with the performance of this agreement.

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14. Virginia Tech Question: Please describe your turn-around time if emergency services are needed.

Shimadzu Response: Virginia Tech customers have access to multiple direct points of contact at Shimadzu Scientific Instruments to address urgent and emergency service needs. Upon notification of an emergency service situation, a Shimadzu representative will acknowledge the request and make initial contact within one (1) to two (2) business days. Our goal is to have a resolution plan in place — whether through remote technical support, parts dispatch, or an on-site field service visit — within one (1) to two (2) weeks, depending on the nature of the issue, instrument type, and parts availability. Customers in the Virginia Tech region are supported by our Southeast region team and have access to factory-trained field service engineers based in the Mid-Atlantic area. Service requests can be submitted to SOEservicerequest@shimadzu.com or by contacting the regional sales or service team directly. Institutions with active service contracts receive priority scheduling over billable calls.

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15. Virginia Tech Question: How soon after contract award can you begin providing services?

Shimadzu Response: Shimadzu Scientific Instruments is prepared to begin providing goods and services to Virginia Tech and participating VHEPC institutions immediately upon contract award. Shimadzu currently maintains an active commercial relationship with Virginia Tech and other Virginia institutions, and our sales engineering and field service teams are already positioned within the region to support customer needs without delay. Quotations referencing the new contract number can be issued the same day the contract number is assigned.

---

16. Virginia Tech Question: Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Shimadzu Response: Yes. Shimadzu Scientific Instruments acknowledges and agrees that any resulting contract is non-exclusive, and that Virginia Tech makes no guarantee regarding the minimum volume of purchases to be made under the contract. Shimadzu understands that participating institutions retain the right to utilize other contracts or competitive procurement processes as their needs require. We are confident that the quality of our instrumentation, the depth of our service capabilities, and the strength of our pricing will make this contract the preferred vehicle for scientific equipment procurement across the VHEPC membership.

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17. Virginia Tech Question: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP #952642606 shall govern the contract if a contract is awarded to your company?

Shimadzu Response: The vendor acknowledges, agrees, and understands that the resulting contract shall be governed by the RFP terms and conditions, the final version of which shall be negotiated through consideration of the vendor’s responses to this questionnaire.

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18. Virginia Tech Question: If applicable, do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?

Shimadzu Response: Shimadzu Scientific Instruments, Inc. is a wholly owned subsidiary of Shimadzu Corporation, a publicly traded global manufacturer headquartered in Kyoto, Japan, and does not qualify for certification as a Small, Women-owned, or Minority-owned (SWaM) business under the Virginia Department of Small Business and Supplier Diversity (SBSD) criteria. However, Shimadzu is firmly committed to meaningful SWaM participation through subcontracting. We have identified Samyak Solutions Inc. as our planned SWaM subcontracting partner. Samyak is a woman-owned, minority-owned, 8(a), and HUBZone-certified small business incorporated in the Commonwealth of Virginia and headquartered in Leesburg, VA. Samyak has been vetted and approved through Shimadzu's internal Legal and Accounting review processes and maintains active federal contracting vehicles. Shimadzu commits to initiating the Virginia SBSD SWaM certification process for Samyak Solutions no later than the time of contract award and will actively utilize Samyak as a subcontracting partner under this agreement. Shimadzu will provide full quarterly SWaM subcontracting spend reporting upon request and will partner with Virginia Tech's dedicated SWaM utilization personnel to support ongoing engagement throughout the contract term.

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19. Virginia Tech Question: Please submit a W-9 on the current IRS Form Revision, and a copy of your Certificate of Insurance that meets the requirements of the solicitation.

Shimadzu Response: While our CGL policy limit ($1M) does not meet the $2M combined single limit, it is important to note that our Umbrella Liability policy is more than enough to cover any qualifying claim exceeding those limits.