



EVMS

MATERIALS MANAGEMENT

Request for Proposal (RFP)

Medical and Pharmaceutical Supplies

RFP#: MED22-104

RFP Draft Date: February 17, 2022

REQUEST FOR PROPOSAL (RFP)

RFP Number: MED22-104
(INTERNAL REFERENCE ONLY: BV22-12)

Issue Date: **February 18, 2022**

Project Title: Campus-Wide Medical and Pharmaceutical Supplies

Issuing Department: Department of Materials Management

Location Where
Products Will Be
Delivered: Campus-Wide

Anticipated Dates of Initial
Contract Term: From: *July 1, 2022*
To: *June 30, 2025*
With two (2) one-year renewal options to June 30, 2027

Due Date for RFP
Questions: March 11, 2022 by 4:00 PM EST

Due Date for
proposals: **March 21, 2022 by 2:00 PM EST**

Additional RFP
Information: Addenda and Amendments to this RFP will be posted on the following EVMS
website: <https://www.evms.edu/materialsmanagement/solicitations/>

Please direct all inquiries for information about this RFP, in writing, to the
Materials Management Contract Specialist at the following email address:
Neal Dewing @ DewingNW@evms.edu

NO QUESTIONS WILL BE ANSWERED BY PHONE

EVMS will post all questions and responses on:
<https://www.evms.edu/materialsmanagement/solicitations/> to ensure that
responses to RFP questions are available to all responsible bidders (“Offerors”).
However, it is the sole responsibility of the Offeror(s) to periodically check the
aforementioned website for any response(s) to RFP question(s).

In addition, while the RFP is open, and once the RFP has closed, Offeror(s) shall
not contact EVMS staff directly to ask questions about the RFP. **This restriction
on Offeror communication with EVMS staff is to ensure fairness in the
competitive process.**

RFP Time
Extensions: Requests for additional RFP information and the associated responses shall not
extend the due date for bids in response to this RFP. To ensure, fairness in the

competition process and that all Offerors are given the same amount of time to respond to the RFP EVMS reserves the right, at EVMS's sole discretion, to extend the time for responses to this RFP to all Offerors, as deemed appropriate; and, under no circumstances shall separate or individual extensions be granted. EVMS will post all RFP extensions on the following website:

<https://www.evms.edu/materialsmanagement/solicitations/>

PROPOSALS MAY BE MAILED, SENT BY OVERNIGHT OR EXPRESS COURIER, HAND-DELIVERED, OR EMAILED TO:

Mail, Overnight or Express Courier

Eastern Virginia Medical School
Materials Management
Attn: RFP No: MED22-104
714 Woodis Avenue
Norfolk, VA 23510

Hand Delivery

EVMS, Materials Management
Subject: RFP No: MED22-104
711 Southampton Avenue
Norfolk, VA 23510

E-Mail Delivery

Subject Line on Email:
RFP MED22-104
EVMS Contract Specialist, Neal Dewing
DewingNW@evms.edu

Refer to RFP Section 7.B.2 for email delivery requirements.

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1.0 PURPOSE:

The purpose of this RFP is to provide information to responsible bidders (referred throughout this RFP as “Offeror(s)” and/or “Contractor(s).”) in order to solicit competitive proposals (“Proposals”), in accordance with the policies of Eastern Virginia Medical School, for a primary supplier to provide medical and pharmaceutical supplies to Eastern Virginia Medical as needed.

2.0 BACKGROUND

Eastern Virginia Medical School (EVMS) was born of necessity in 1973, the result of a community-led effort to improve health care in a region then plagued with a severe shortage of physicians. Patients often had to leave the area in search of specialized care. Today, the region enjoys modern medical facilities and a full-range of medical specialties. As community leaders foresaw, EVMS was a catalyst for change, playing a key role in the region’s medical renaissance through its commitment to education, research and patient care.

Education

EVMS offers a variety of graduate and doctoral degrees in the medical and health professions. Interest in all programs continues to grow. In the most recent year, EVMS received nearly 8,000 applications for 450 openings. The school now has 6,800 graduates who practice throughout Hampton Roads, across Virginia and around the globe. EVMS also provides specialty training for some 300 medical residents annually and offers Continuing Medical Education to thousands of health-care professionals practicing in the region.

Research

EVMS is the largest biomedical research institution in southeastern Virginia. More than 100 EVMS faculty members are engaged in basic and clinical research focused in areas where the community has pressing needs. Innovative research has brought EVMS to the forefront of groundbreaking discoveries — from the pioneering of in vitro fertilization in America, to the recognition of new cancer detection and treatment methods and innovative therapies for individuals suffering from the debilitating side effects of diabetes. We continually strive to enhance our research enterprise in order to improve the health of the people of Hampton Roads and beyond.

Patient Care

What once was one of the nation’s most medically underserved communities is today a destination for people from around the country seeking the best available care. For the 1,500 people each day who receive high-quality, patient-centered care at more than 20 convenient EVMS Medical Group locations across the region, it equates to the best possible care, delivered with a healthy dose of compassion.

3.0 STATEMENT OF NEEDS / SCOPE OF WORK

- A. EVMS seeks to establish a Primary Supplier Contract through competitive negotiations to provide medical and pharmaceutical supplies for authorized users throughout the Medical School campus, departments, clinical practices, laboratory, and research facilities. It is estimated that the Medical School may purchase in excess of \$3,600,000 annually through use of this contract.
- B. Eastern Virginia Medical School's intent is to reduce the complexity and cost of the procurement of medical and pharmaceutical supplies, decrease turnaround time, enhance supplier support, and assure a functional process for the procurement of these supplies and other related services. Offeror will establish working relationships between their management staff and EVMS in order to meet the requirements for ordering, receiving, stocking supplies.
- C. Pricing:
- Pricing term for all medical and pharmaceutical supplies listed in Attachment G (core list) must be firm fixed for three (3) years from 7/01/2022 through 6/30/2025 regardless of manufacturer rebates, with the option to renew two (2) one-year periods 7/01/25 – 6/30/27.
 - For all other items not listed in attachment G, Offeror shall provide a schedule of discounts identifying the list of product categories and percentage discount for each category. Attachment H (noncore list) - discount must remain fixed for each fiscal year based on the pre-established discount structure as quoted.
 - Attachment G – Pricing Schedule (core list) – provides the list of items to be quoted. This excel file can be requested electronically by emailing Neal Dewing, Contract Specialist, at DewingNW@evms.edu. Pricing must be submitted in the same format electronically.
 - Any decreases in price from the manufacturer must be passed to EVMS immediately when effective.
 - Offeror must guarantee price match for any competitive promotional pricing received by EVMS and its duration.
 - No freight charges on ground shipments, including any direct manufacturer drop-ship orders, non-contract items, third party, or backorders.
 - If an item listed on the core list, Attachment G – Pricing Schedule, cannot be quoted, Offeror must note line item as NO BID or quote a similar substitutable item.
- D. Catalogs and Master Product File:
- The Offeror must provide full-color catalogs to all requesting department in addition to the Department of Materials Management at no charge to the Medical School.
 - Electronic catalogs should display net prices reflective of discounts. Except for special handling, prices should be inclusive of delivery (FOB Destination).

- Offeror must provide a punch-out solution through Open Buying over the Internet (OBI) to allow access to the Offeror's website from within EVMS' procurement application (OneSource). All cost associated with incorporating the punch-out system will be paid for by the Offeror. This includes any cost to install and maintain the system during the contract period.

E. Delivery:

- The Medical School requires delivery of medical and pharmaceutical supplies on an as needed basis according to Purchase Orders. All orders received must be accompanied by a packing list indicating quantities ordered, quantities shipped, a description of the item and a Purchase Order number.
- There must not be any minimum order charge for delivery.
- Desktop delivery is required for all items ordered.
- Delivery times will be during regular business hours (M-F, 8:00am-4:30pm EST).
- Scheduled deliveries will be a minimum of five days a week with some multiple deliveries per day.
- No additional charges will be incurred for product shipped requiring refrigerant or dry ice. Such products will be clearly labeled on the outside of each shipping carton.
- No additional charges will be incurred for any hazmat or fuel charges.
- For any direct manufacturer drop-ship orders, Offeror must ensure that EVMS Purchase Order numbers are referenced on all shipping documents.
- Next business day delivery must be guaranteed for all orders of in-stock items received by 4:30pm EST. Shipments must be delivered to EVMS' desktop locations starting at 8:00am EST each day. If needed, emergency backorders and non-stock items shall be delivered the next day.
- Orders on Purchase Orders with multiple desktop destinations must be packaged in separate boxes for each desktop destination.
- On-site delivery and standard manufacture installation must be provided on any medical equipment purchased from Offeror at no additional charge to EVMS.
- If no one is available at the desktop delivery site to receive an order, the Offeror must redeliver the next day by contacting the EVMS Buyer to set up a time when shipment can be redelivered.
- DEA Controlled Substance Orders: All orders shall be on an independent Purchase Order. The order shall have a Ship-To address stating the doctor's name and address. The order shall only be placed under the Ship-To information that matches the doctor's name and address. The order is to be shipped directly to the doctor's name and address. If any information is missing or unclear, Offeror shall contact the Materials Management Department to correct the placement of order. Offeror, and/or third-party contractor of Offeror's, shall process the shipping of the order under the

correct shipping account and allow for no modifications and/or changes unless authorized by EVMS Materials Management Department.

- Goods and services delivered must be strictly in accordance with documents referred to and shall not deviate in any way from terms, conditions or specifications. Equipment, materials and/or supplies delivered shall be subject to inspection and test upon receipt. If rejected, those items shall remain the property of the vendor.

F. Customer Service:

- Dedicated Customer Service representative must be assigned to work with the Medical School's procurement staff on order entry, backorder updates, credit processing, returns, and any other task that will assist in a streamline relationship. Offeror shall identify the outside and inside representative to include their respective names, phone numbers and email addresses.
- All Purchase Orders must be sent back to the EVMS Buyer confirming the delivery status of each item ordered with order confirmation numbers.
- Dedicated Sales Consultant is required to visit EVMS Buyer on a weekly basis and be available to assist in daily needs and inquiries with prompt turnaround time.
- Dedicated Sales Consultant must assist EVMS with personalized order guide or "hot list" customized for each ship to sites to reduce the contents to exactly what the individual sites uses.
- Sales Consultant specific duties shall include: Assist the Medical School with placing orders (PO required), facilitating next day delivery, ensuring low units of measure, arranging multiple delivery days for high volume facilities, fill and hold orders, order guides, order confirmation, weekly backorder review, and weekly visits to Materials Management and/or sites.
- If needed, Sales Consultant will provide inventory management plans for each of EVMS' dedicated locations. Inventory management includes:
 - Labeling shelves in storage rooms, closets and cabinets
 - Creating min/max par levels for all items
 - Providing custom order guides "hot list" for each account
- Through the use of an inventory management system, Offeror must provide product availability status, and product usage history on-site to departments, clinical practices, laboratory and research facilities or Materials Management. Quarterly reports shall be generated for use in identifying usage patterns and comparison of usage and fill rates.
- Offeror must be willing to participate in any vendor fairs organized by EVMS such as Research Day.

G. Business Review:

- Offeror shall provide overall annual business reviews to include product purchasing history and product utilization data to Materials Management.
- Offeror may also be required to provide end-user departments monthly, quarterly or yearly comprehensive reports, with all information necessary to track and report items and its usage history.

H. Return Goods:

- All items ordered shall have a 100% no hassle return guarantee. No restocking charges. Full credit will be issued to EVMS, including items returned due to department cancellation or ordering errors.
- All return goods must be picked up no later than 24 hours following the request for return authorization. Pick-up slip for returns must be issued at the time of pick-up.
- Offeror must only provide products that are new and of good quality and free from all defects in materials and workmanship that is standard in the industry. Any goods not meeting this standard that are in the same condition as originally shipped may be returned for full credit.
- Non-conforming goods or mistakenly shipped products will be returned for full credit at no expense to EVMS.
- Dated items shall have the longest expiration date available from the manufacturer. Pharmaceuticals' expiration date must not be less than 9-12 months.
- Any products with expiration dates delivered to EVMS deemed unacceptable can be returned for credit or exchanged at no charge.
- Offeror shall manage all reasonable aspects and assume all reasonable and direct efforts for product recalls relating to their products at the Medical School. This includes being responsible for the notification and pickup or return of all product recalls. Support personnel or Sales Representatives will work in coordination with each department to assure prompt handling of each transaction.
- Offeror will assist EVMS with the removal of expired and obsolete products from inventory areas while Sales Consultant conducts inventory management.

I. Fill Rates:

- Offeror must guarantee the Medical School no less than a 98% fill rate on all core items.
- Offeror must work closely with EVMS Buyer to bring into stock items regularly ordered but not currently in stock to reduce backorders.
- Backorders must be resolved, by suggesting substitute product or by expediting, within 24 hours of the original order.

- No substitutions will be made without approval from Materials Management. All would-be substituted items must be addressed on an individual basis through the backorder review list.
- Offeror shall present solutions to meet the needs of EVMS without increasing the price if an alternative is suggested by the Offeror.
- Offeror must strive to offer the lowest unit of measure available for each item on the core list – Attachment G – Pricing Schedule.

J. Product Mix:

- Offeror shall provide a full line of pharmaceutical and medical supplies and medical equipment. Included are expendable medical and laboratory supplies as well as capital equipment including but not limited to: hematology and chemistry equipment, exam room diagnostics, exam room furniture, rapid diagnostics, bone-density equipment, and ultrasound equipment. Offeror must also provide a full line of vaccines and pharmaceuticals including controlled substances.

K. Automation:

- Offeror must make available an online ordering website that allows EVMS to pull up account history, including accounts payable, backorders and order history. The site also must allow EVMS to view an electronic catalog, with pictures and quantity descriptions.
- Offeror must allow Internet ordering through punch out (OBI) to their www.catalog/order site. Thus, Offeror must be CXML compliant. Offeror must also verify that their company will allow interface - a standard CXML to be constructed to the company's www.catalog/order site.
- The Offeror's punch-out site will only include items classified as medical, pharmaceutical, or controlled substances. No other items are to be incorporated into the punch-out site unless approved by EVMS Materials Management.
- Inclusion of any other product categories other than the commodities listed above requires EVMS approval and must be removed upon notice.
- Offeror's punch-out site shall exclude products from the following categories: Lab Safety and Life Sciences supplies, Office Supplies, Furniture, Computers/IT equipment.
- Offeror's punch-out catalog must have the functionality to restrict items exceeding user-authorization limits as indicated by EVMS Materials Management.

4.0 **PRICING SCHEDULE**

Proposal must include unit cost for each of the list of core items.

If an item listed on the core list, Attachment G – Pricing Schedule, cannot be quoted, Offeror must note line item as NO BID or quote a similar substitutable item.

5.0 **METHOD OF PAYMENT:**

Payment terms are Net 30 from the date of receipt of an invoice by EVMS.
All invoices shall reference a valid Purchase Order.

Payment to Contractor:

- A. The Offeror shall enroll in and acknowledges that payment will be made by payment card, also known as ePayables. Once an invoice is approved for payment, an electronic remittance advice shall be sent to the Offeror by email or facsimile, instead of a check. Payments can be retrieved with EVMS's designated account number that will be assigned to the Offeror. Terms begin after receipt of proper invoice or material/service, whichever is later.
- B. Offeror cannot charge fees to accept ePayables.
- C. A .5% administrative fee may be charged for check payments and default payment terms of Net 30, or others outside of ePayables.

Submit invoices to the following address:

Eastern Virginia Medical School
Attn: Accounts Payable
PO Box 2020
Norfolk, VA 23501-2020

Email: apinvoices@evms.edu

6.0 **INVOICES, REPORTING AND DELIVERY INSTRUCTIONS**

- A. The Contractor shall prepare and submit invoices and reports to EVMS according to the Purchase Orders upon EVMS' 100% inspection and acceptance of deliverables.

7.0 **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

A. **General Instructions:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

Delivery of the Proposal must be by one of the following methods:

Mail, Overnight or Express Courier to:

Eastern Virginia Medical School
Materials Management

Attn: RFP No: **MED22-104**
714 Woodis Avenue
Norfolk, VA 23510

Hand Delivery

Eastern Virginia Medical School
Materials Management
Subject: RFP No: **MED22-104**
711 Southampton Avenue
Norfolk, VA 23510

E-Mail Delivery

Subject Line on Email:
RFP MED22-104
Send To: EVMS Contract Specialist, Neal Dewing
DewingNW@evms.edu

B. RFP Submission:

1. **Complete Submissions:**

Except as provided for under the Proposal Preparation Section, 8.0 (C)(1)(c) which addresses the circumstances under which the submission of missing Proposal information would be acceptable, Offerors must submit a complete response to this RFP in order to be considered for selection under this RFP.

2. **Delivery:**

By Mail, Overnight or Express Courier or Hand Delivery -

If Proposals are delivered by mail, overnight or express courier or hand-delivery, Offerors must provide **one (1) original and 2 copies** of each Proposal along with an electronic copy of the proposal on a flash drive in Microsoft Word, Excel(if applicable) and PDF format must be submitted to EVMS for consideration. Each copy must include all addenda acknowledgements, if any, and completed attachments signed and filled out as required.

By E-Mail Delivery

Proposals shall be emailed to: DewingNW@evms.edu

Please note EVMS's mail exchange server has a limit of 25MB for incoming proposals. **Proposals received in the email inbox after the deadline will not be considered, regardless of the time the email was sent.** It is the responsibility of the offeror to ensure delivery of the full proposal by the designated date and hour. It is **strongly recommended to email the proposal well in advance** to avoid the potential for delays in delivery which would render the submittal untimely.

3. **Proposal Acceptance Period:**

All Proposals must be received by the Due Date and time found on page 1 of this RFP (the “RFP Close”). Proposals received after RFP Close will not be considered. RFP modifications, unless requested by EVMS and posted to all Offerors on the EVMS RFPs website, will not be considered.

4. **Proposal Withdrawals:**

At the sole discretion of the Offeror(s), Proposals may be withdrawn at any time prior to the RFP Close. After RFP Close, letters to withdraw a Proposal will not be accepted and Proposals will remain valid until an award is made and a contract is executed or the RFP is canceled. If an award is not made within 120 days from the RFP closure date, the Proposal may be withdrawn at the written request of the Offeror.

C. **Proposal Preparation:**

1. Proposals shall be signed by an authorized representative of the Offeror (Attachment B). All information requested should be submitted to ensure consideration as a responsive bidder. Failure to submit all information requested may result in the following:
 - a. EVMS may reject the Proposal as unresponsive. Proposals, which are substantially incomplete or lack key information, may be rejected by EVMS; or,
 - b. EVMS may lower the overall evaluation score due to missing information; or,
 - c. EVMS may require prompt submission of missing information within a prescribed time period and/or the Offeror shall receive a lower overall evaluation score due to missing information lowered evaluation of the Proposal. If after being given an opportunity to submit missing information, the Offeror does not provide all of the requested information then subsections 7.0 C (1)(a) and (b) above apply.
2. All information above must be submitted along with the RFP cover sheet (Attachment A) and an Entity Data Sheet (Attachment C). Failure to submit all information requested may result in EVMS requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. EVMS may reject Proposals, which are substantially incomplete or lack key information.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content and include or address the following:

- a. **Organization** - Proposals should be organized in the order in which the requirements are presented in the RFP;
- b. **Pagination** - All pages of the Proposal should be numbered;
- c. **Paragraph Structure** - Each paragraph in the Proposal should reference the paragraph number of the corresponding section of the RFP and it is also helpful to cite the paragraph number, sub letter, 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 sub letter should be repeated at the top of the next page;
- d. **Table of Contents** - The Proposal should contain a table of contents, which cross-references the RFP requirements; and,
- e. **Additional Information** - 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.

Incomplete Proposals or Proposals which lack clarity of content and organization may risk a reduced evaluation score or elimination from consideration.

- 4. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the critical requirements. “Must” and “shall” identify requirements where absence will have a major negative impact on the suitability of the Project and/or mandatory requirements, which are required by law or regulation and as such they cannot be waived and are not subject to negotiation. This includes any applicable prime award funding flow-down provisions, which are mandatory and/or required as applicable. Any federal standard provisions are an example of mandatory terms and conditions that are not subject to negotiation. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact on the Project and would be useful, but are not absolutely necessary or required. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ Proposal.
- 5. Each copy of the submitted Proposal contained in a single volume where practical (i.e., binder, stapled, or otherwise secured so that the pages will not easily separate or come loose). All documentation submitted with the Proposal should be contained in that single volume.
- 6. All expenses involved with the preparation and submission of Proposals to EVMS, or any work performed in connection therewith, shall be borne by the Offeror. No payment(s) will be made for any responses received; or, for any other effort required of or made by the Offeror(s) prior to commencement of work as defined by a fully executed contract.

7. Ownership of all data, materials, and documentation originated and prepared for EVMS pursuant to the RFP shall belong exclusively to EVMS and may be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA) unless a confidentiality or non-disclosure agreement is signed by the parties.

D. Oral Presentation:

Offerors who submit a Proposal in response to this RFP may be invited or required to give an oral presentation of such Proposal to EVMS. This provides an opportunity for the Offeror to clarify or elaborate on the Proposal. This is a fact finding and explanation session only and does not include negotiation. If such oral presentations are deemed appropriate at the sole discretion of EVMS, EVMS will schedule the time and location for such presentations. Oral presentations, including telephone, video/internet conferencing are available at the sole discretion of EVMS and may or may not be conducted.

E. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so EVMS may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete Proposal:

1. Return the RFP cover sheet (Attachment A) and all addenda, if any, along with all attachments signed and filled out as required;
2. Completed Entity Data Sheet (Attachment C) attached to the RFP, and other specific items or data requested in the RFP;
3. Contractor must provide proof of insurance via a Certificate of Liability Insurance (COI) to the EVMS Materials Management Contract Specialist upon award of Contract.
4. Address each item in the Statement of Work;
5. Briefly describe what sets your Company/Proposal apart from your competitors;
6. A written narrative statement to include company history and key information relative to offeror's company as it pertains to this RFP;
7. A written narrative describing experience in providing the goods/services described herein, samples from similar projects within the last five (5) years;
8. Provide an organizational chart illustrating the team structure and interrelationships, and provide an executive summary describing the roles and responsibilities of the team members;

9. Provide names, qualifications and experience of key personnel to be assigned to this the project; and,
10. Resumes of key personnel to be assigned to the project;
11. Offeror must provide three (3) references to include contact name, title, company name, email address, phone number, and how long Offeror has been doing business with that company. References from Higher Education, Medical/Health Centers or Research Facilities are preferred. References should be from within the past ten (10) years.
12. Offeror must provide a list of all accounts that have been lost during the past five (5) years including reasoning for cancellation or non-renewal.
13. Specific plans for providing the proposed goods/services, such as:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.;
 - b. What, when and how the service will be performed and reference to any detailed work plans, milestones and timelines; and,
 - c. Time frame for completion (if not otherwise specified by EVMS in the Statement of Needs);
14. Proposed Price broken down by line-item categories, as applicable –
For example:
 - Personnel (total hours and hourly rate);
 - Travel (including anticipated destinations);
 - Laboratory Supplies;
 - Equipment;
 - Subcontracts; and,
 - Indirect Costs & Percentage (%) (if any), or as task-based pricing); and,
15. Internal Revenue Service (IRS) form W-9 for entities based in the United States (US) and appropriate W-8 for non-US based entities, signed by the Contractor's authorized official (See Section 11, Attachment D for W9/W8 Instructions).

8.0 PROPOSAL EVALUATION

A. Evaluation Criteria

Award of the Contract under this RFP shall be based on a written evaluation of the RFP evaluation criteria below (i.e., score sheet) of each responsible Offeror. Note that failure to provide accurate information required by this RFP may result in a lower score or rejection of the Proposal. EVMS has broad flexibility in fashioning the details of competition for this RFP. This may include conducting on-line Reverse Auctions for certain products within this RFP or setting price targets as part of follow-on negotiations in order to determine the prices that will be used to evaluate the pricing part of your Proposal.

NUMERICAL WEIGHTS ASSIGNED TO SPECIFIC CRITERIA:

		Point Value
1.	Qualifications and experience of Offerors in providing the services	30
2.	Price	40
3.	Service Support	15
4.	References	5
5.	Small, Women, and Minority Vendors (SWaM) (Including SWaM Plan, Attachment F)	10
		Total 100

9.0 GENERAL TERMS AND CONDITIONS

- A. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- B. Anti-Discrimination: By submitting their proposals, offerors certify to the Medical School that they will conform to the provisions of the Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and may be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided.

In every contract, the provisions 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 2. The contract will include the provision of 1 above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- C. Ethics In Contracting: By submitting their proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any Medical School employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred, enjoined or suspended by the Commonwealth of Virginia, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Also, offerors certify that they are not on the Department of Health and Human Services (HHS) and Office of Inspector General's (OIG) monthly list of excluded individuals/entities for any mandatory or permissive exclusions.
- F. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Medical School all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Medical School under said contract.

G. Mandatory Use of Terms and Conditions for RFPs: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Medical School reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

H. Clarification of Terms: If any prospective offeror has questions about the specification or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. Payment:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number and the contract number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods and services provided under this contract/purchase order, shall be billed by the contractor at the contract price, regardless of which department is being billed.
- d. The date of postmark shall be deemed to be the date of payment in all cases where payment is made by mail.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and materials purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Medical School shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within sixty (60) days of notification.

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Medical School for the proportionate

share of the payment received for work performed by the subcontractor(s) under the contract; or

ii. To notify the Medical School and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Medical School, except for amounts withheld as stated in (ii) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Medical School.

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

K. Qualifications of Offerors: The Medical School may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Medical School all such information and data for this purpose as may be requested. The Medical School reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Medical School further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Medical School that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

L. Testing and Inspection: The Medical School reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Medical School.

N. Changes to the Contract: Changes can be made to the contract in any of the following ways followed by a change order/revised purchase order:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed subject to the Purchasing Department's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department.
- O. Disputes:** Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the performance of the contract generally or with the changes ordered by the Purchasing Department.
- P. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Medical School, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Medical School may have.
- Q. Taxes:** Sales to the Medical School are normally exempt from State sales tax including prepared meals, catering and all serving charges, food, audio/visual services in connection with catering. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of excise or transportation taxes.
- R. Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to a specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the

article desired. Any article which the Medical School, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the Medical School to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. Transportation and Packaging: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number.
- T. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Medical School of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$1,000,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Medical School must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Pollution Liability with a minimum limit of \$1,000,000 per claim with no exclusion for mold/fungus/microbial water.

6. Professional Liability (unless otherwise listed below) - \$1,000,000 per occurrence, \$3,000,000 aggregate.

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection	\$1,000,000 per occurrence, \$3,000,000 or Abatement Contractors aggregate
Health Care Practitioner	\$2,000,000 per claim, \$6,000,000 aggregate (to include Dentist, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. Announcement of Award: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the Department of Materials Management will publicly post such on the EVMS Internet web site at www.evms.edu for a minimum of 10 days.

V. Drug-Free Workplace: During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv)

include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. Nondiscrimination of Contractors:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race religion, color, sex, national origin, age or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Medical School has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Medical School shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. Permits and Fees:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Commonwealth of Virginia. The Offeror must have all necessary licenses to perform the services in Virginia, and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- Y. OSHA Standards:** All contractors and subcontractors performing services for the Medical School are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this RFP.
- Z. Equal Employment Opportunity (EEO) Clause for Veterans:** An offeror or contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- AA. Equal Employment Opportunity (EEO) Clause for Individuals with Disabilities:** An offeror or contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

BB. Equal Employment Opportunity (EEO) Clause for Individuals based on Race, Color, Religion, Sex, or National Origin: An offeror or contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to their race, color, religion, sex, or national origin.

10.0 SPECIAL TERMS AND CONDITIONS

- A. Advertising:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Medical School will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Medical School has purchased or uses its products or services.
- B. Audit:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Medical School, whichever is sooner. The Medical School, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- C. Best and Final Offer (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- D. Proposal Acceptance Period:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are late and will not be considered. Letters of withdrawal received either after the proposal due date or time, or after contract date, whichever is applicable, are late or will not be considered.

- E. RFP Postponement/Cancellation:** The Medical School may, at its sole and absolute discretion, reject any and all, or parts of any or all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.
- F. Cancellation of Contract:** The Medical School 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.

- J. Additional Cost:** No service fees or additional costs will be invoiced to the Medical School by the contractor during the term of the contract except as allowed for in the contract.
- K. Bonds:** By submitting a proposal, offerors confirm that the company and subcontractors involved in construction or facility improvements exceeding \$100,000 will provide the following:
1. A bid guarantee equivalent to five percent of bid price as assurance that the bidder upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 2. A performance bond on the part of the offeror for 100 percent of the contract price to secure fulfillment of all the offerors obligations under such contract.
 3. A payment bond on the part of the offeror for 100 percent of the contract price to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 4. Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States".

11.0 CONTRACT NEGOTIATION

- A.** Based on evaluation of the Proposals, one or more successful Offerors will be selected. Award of the contract shall be made to the Offeror(s) deemed to be fully qualified and best suited for the project based on the evaluation criteria set forth herein. EVMS will select the Proposal determined during the evaluation of the timely submitted Proposals to be the most advantageous in meeting the specifications as outlined under this RFP. This may or may not be the Offeror, which presented the lowest costs/price.
- B.** EVMS will request a copy of the contract from the Offeror. If the Offeror does not have a template, an EVMS contract will be provided.
- C.** General Terms and Conditions that are added or modified from EVMS approved terms and conditions shall require EVMS approval.
- D.** Special Terms and Conditions added to or deviating from EVMS approved terms and conditions shall require EVMS approval.
- E.** Non-Negotiable Terms and Conditions.

By submitting a response to this RFP the Offeror agrees that it, and any subcontractors that Offeror shall utilize to fulfill the Contract Workslope, shall be subject to mandatory standard provisions that flow-down from the prime award made to EVMS by the Federal Government or private funders applicable to that contract under the prime award and that

it must certify compliance with certain federal laws/guidelines, as applicable, including, but not limited to the following:

1. ***Equal Employment Opportunity (EEO) Clause for Veterans.*** An offeror or contractor shall abide by the requirements of *41 CFR 60-300.5(a)*. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
2. ***Equal Employment Opportunity (EEO) Clause for Individuals with Disabilities.*** An offeror or contractor shall abide by the requirements of *41 CFR 60-741.5(a)*. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
3. ***Equal Employment Opportunity (EEO) Clause for Individuals based on Race, Color, Religion, Sex, or National Origin.*** An offeror or contractor shall abide by the requirements of *41 CFR 60-1.4(a)*. This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to their race, color, religion, sex, or national origin;
4. ***Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)***, as supplemented by Department of Labor regulations (*29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”*), prohibiting the Contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part or compensation to which otherwise entitled;
5. ***Davis-Bacon Act***, as amended (*40 U.S.C. 276a to a-7*) and as supplemented by Department of Labor regulations (*29 CFR part 5, “Labor Standards Provisions applicable to Contracts Governing Federally Financed and Assisted Construction”*), regulating wages to laborers and mechanics;
6. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)*** as supplemented by Department of Labor regulations (*29 CFR part 5*), regulating laborer and mechanic work hours and safety standards;
7. ***Rights to Inventions Made Under a Contract or Agreement – (37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements,”*** providing for the invention rights of the Parties and the Federal Government;

8. ***Clean Air Act*** (42 U.S.C. *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C 1251 *et seq.*) as amended related to applicable standards under said regulations; and,
 9. ***Worker's Compensation Insurance*** (42 U.S.C. 1651, *et seq.*) requiring worker's compensation insurance for contracts, which require performance outside the United States as applicable per the circumstance of each particular contract.
- F.** All EVMS contracts are subject to prime funding constraints and applicable federal and state laws, regulations, guidelines as well as EVMS policies and procedures. If EVMS and the Offeror(s) are unable to agree on the negotiated contract terms and conditions, EVMS may elect to terminate negotiations and begin negotiations with the second best ranked Offeror and so forth. If those negotiations do not result in mutually acceptable contract terms and conditions, the negotiations with the next best qualified Offeror(s) will continue until there is an executed contract, there are no more Offerors to negotiate with based on submitted/complete Proposals or EVMS, at its sole discretion, terminates the RFP. No Offeror shall have any claims and/or rights against EVMS arising from such negotiations and/or the RFP evaluation or overall process.
- G.** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO) along with an executed copy of the negotiated contract with the understanding that all contracts funded under prime awards to EVMS by the United States Government, private foundations or other nonprofit organizations may be subject to availability of funds. Under these circumstances, there may be additional approval requirements required by the funding federal agency, private foundation or other organization. After submitting the BAFO and/or the Contract is fully executed, no further negotiations shall be conducted with the Offeror(s). In the case of BAFO submission, the Offeror's Proposal will be rescored to combine and include the information contained in the BAFO. EVMS will base its final decision regarding the contract award on the final evaluation, which will include the BAFO.
- H.** Cancellation of Contract.
EVMS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, unless otherwise negotiated under the contract, upon thirty (30) days prior written notice to the contractor. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

12.0 AWARD

- A.** Upon the announcement of the decision to award under this RFP, the EVMS Department of Materials Management will publicly post such notice on the EVMS Internet web site at <https://www.evms.edu> for a minimum of ten (10) days. EVMS will contact each successful Offeror with additional post-award information as deemed appropriate per award.
- B.** While it is the intent of EVMS to award only one contract. EVMS reserves the right to not make an award or to award multiple contracts, if deemed in the best interest of EVMS

or as required under the applicable prime funding award. All decisions made by EVMS are final. In addition, EVMS reserves the right, in its sole and absolute discretion, to:

1. Issue or not reissue a subsequent RFP if no award is made;
2. Not select any Offeror that submitted a Proposals
3. Make a partial award;
4. Modify, change or reduce the scope of work for this RFP; and/or
5. Waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

13.0 ATTACHMENTS:

- Attachment A – RFP Coversheet
- Attachment B – Offeror RFP Certification
- Attachment C - Entity Data Sheet
- Attachment D – W9/W8 Instruction Sheet
- Attachment E – Contractor’s License & Insurance Information
- Attachment F – Small, Woman and Minority-Owned (SWaM) Business Subcontracting Plan
- Attachment G – Pricing Schedule

ATTACHMENT A

**RFP
Coversheet**

From: _____

Due Date: _____

Approximate Time: _____

Address: _____

Contractor's Project Manager: _____
(Name / Title)

Project Title: _____

Name of EVMS Technical Monitor: _____

ATTACHMENT B

Offeror RFP Certification

RFP Number: _____

Issue Date: _____

Project Title: _____

Name of Entity: _____

Street Address: _____

State/ Zip Code: _____

Federal Employer Identification Number (FEIN): _____

Foreign Identification Number (FIN), if applicable: _____

Data Universal Numbering System # (DUNS): _____

Acknowledgment of Addenda/Amendments to RFP: Addenda #s: _____ Amendment #s: _____

By signing below, I hereby certify that:

1. I have the authority to submit the attached Proposal and am the authorized signatory for the entity listed above;
2. The terms and conditions of this RFP are accepted by the entity listed above and all good/services will be provided in accordance with the attached Proposal; and,
3. All information provided in the attached Proposal is true and correct to the best of my knowledge, information and belief.

Signature By: _____

Date: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT C

Entity Data Sheet

Please complete the following information:

1. **Entity Name:** _____

2. **Signatory Name:
& Title** _____

3. **Address:** _____

4. **Primary Negotiation
Point of Contact**
Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

5. Is the entity registered in System for Award Management (SAM), formerly known as the Central Contractor Registration (CCR)? Registration in SAM is required under 2 CFR 25 unless the entity is exempt under 2 CFR 25.110.

Yes _____ No _____ Expiration Date: _____

6. **Entity DUNS Number:** _____
7. **Entity Employer Identification Number(EIN):** _____
8. **Commercial and Government Entity Code, if applicable (CAGE):** _____

9. **Past Work Experience:** *(Past work experience in general and as it pertains to the Proposal submitted in response to an RFP or an RFQ.)*

10. **Key Personnel:** (List Names and Titles and attach resumes).

11. **Professional references:** Please include length of time Offeror has been providing this type of service and what year the service was provided).

12. **Small Business Status (Check all that apply):** Offeror claiming status in one of the categories below must be registered with an authorizing agency, such as the Small Business Administration or Department of Small Business and Supplier Diversity. A copy of the certificate(s) must be provided.

- Small Disadvantaged Owned Business (SDB)
- Woman Owned Small Business (WOSB)
- Veteran Owned Small Business (VOSB)
- Minority Owned Small Business (MOSB)
- HubZone Small Business (HSB)
- Service Disabled Small Business (SDVOSB)
- Small Business (SB)
- Not Applicable (NA)

ATTACHMENT D

W9/W8 Instruction Sheet

The Internal Revenue Service (IRS) requires verification of taxpayer information when making disbursements to individuals and entities. This is accomplished by either IRS form W9 for United States (US) entities or W8 for foreign entities not based in the US.

Please refer to <https://irs.gov> for more detailed information regarding which is the appropriate taxpayer information form that must be completed by your organization and returned with your Proposal in response to the RFP. The links below are provided for your convenience but it is the responsibility of your organization to submit the correct form with your request. Please see the below for links to examples of Taxpayer Information Forms:

IRS Form - W9 (US)

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

IRS Form – W8 (Non-US)

There are several types of W8 forms that are available. See the following as an example of one type of W8 that is frequently used:

<http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>.

ATTACHMENT E

**Contractor's License & Insurance Information
(COPIES OF ALL LICENSES AND INSURANCE CERTIFICATES MUST BE PROVIDED)**

Contractor's License:

- 1. Virginia Contractor's License Number: _____
- 2. Class: _____
- 3. Specialty Codes: _____
- 4. Expiration Date: _____

Insurance Information:

- 1. Producer Of Insurance: _____
- 2. Name and Address of Insured: _____

- 3. Commercial General Liability: ___ YES ___ NO
 -Policy Number _____
 -Effective Dates _____
- 4. Automobile Liability: ___ YES ___ NO
 -Policy Number _____
 -Effective Dates _____
- 5. Workers Compensation: ___ YES ___ NO
 -Policy Number _____
 -Effective Dates _____
- 6. Property Insurance: ___ YES ___ NO
 -Policy Number _____
 -Effective Dates _____

ATTACHMENT F

Small, Woman and Minority-Owned (SWaM) Business Subcontracting Plan

Offeror: _____

Address: _____

Solicitation Number: _____

Supplies or services offered: _____

Total estimated cost of subcontract to SWaM Businesses: \$ _____

Period of Performance From: _____ To: _____

1. We plan to subcontract the following principal types of supplies and services to SDB, WOSB, VOSB, MOSB, HSB, SDVOSB, SB (reference Attachment C – Section12)

Name of Subcontractor	Types of Supplies/Service	Type of SWaM Business	Certification #

***It is the policy of the Medical School to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities, and service-disabled veterans, and to encourage their participation in the Medical School’s procurement activities. **Toward that end, the Medical School has set a goal of minimum 42% spend with SWaM businesses.** The Medical School encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts, or other contractual opportunities. Offerors are asked, as part of their submission, to identify and describe any planned use of such business in fulfilling this contract.*

2. We developed the SWaM business subcontracting principles in 1 above by the following methods. Explain how they are to be used and identify any source list used.

3. Identify the overall goals you plan to accomplish by instating this SWaM business subcontracting plan.

4. The employee who will administer our subcontracting program is:

Name: _____
Title: _____
Address: _____
Telephone: _____

The administrator's duties include:

5. We will make the following internal/external efforts to ensure that SDB, WOSB, VOSB, MOSB, HSB, SDVOSB, SB have an equitable opportunity to compete for subcontracts by:

6. We will maintain the following types of records to document our efforts to solicit small businesses as it relates to this SWaM business subcontracting plan:

*DO NOT ALTER, SKIP OR RE-SORT ANY LINE ITEMS, OR DELETE ANY LINE ITEMS OR LINES

**Substitute items can only be quoted if original item is not available.

***If item is not available and can not be substituted please put NO BID under quoted cost.

****Do not deviate from U/M listed on this quote sheet.

*****Vacutainer® (and/or Microtainer®) is a registered trademark of Becton, Dickinson and Company

**Substitute items can only be quoted if original item is not available.

MEDICAL ITEMS & CTRL DEVICES:

McKesson Item Number	Item Description:	Annual Usage	U/M	Vendor Part #	MFG Part #	Manufacturer	Item Description	Unit Cost	Substitute Vendor Part #	Substitute MFG Part #	Substitute Manufacturer	Substitute Item Description	Substitute U/M	Substitute Unit Cost
446028	SPONGE, GAUZE TYPE-VII 12PLY STR 4"x4" (10/TR 128TR/CS)	1727	TR											
1040596	Tissue, Facial Flat Box 2ply Wht 8.37"x8.07" (100/bx)	1194	BX											
285691	MASK, RESPIRATOR PARTICULATE & SURG MASK N95 MEDICAL	927	BX											
921611	GLOVE, EXAM NITRL PF TEXT MED (100/BX 10BX/CS)	653	BX											
880563	Wipe, Germicide Lg 6"x6.75" (160/bx 12bx/cs) Mgm16	647	BX											
1139481	TEST KIT, HBA1C HEMOGLOBIN AFINION GLYCTD (15TST/BX)	632	BX											
296194	MASK, RESPIRATOR PARTICULATE & SURG MASK N95 SMALL (20/BX)	623	BX											
1162514	Hand Sanitizer with Aloe, 8oz (CS/48)	527	EA											
765875	Mckesson Medical Surgical GLOVE EXAM NITRL 3.5C PF BLU MED	509	BX											
921610	Mckesson Medical Surgical GLOVE EXAM NITRL 3.8 PF BLUE SM	508	BX											
937918	Sanitizer, Hand Aloe W/pump 18oz (12/cs) Mgm53	496	EA											
191089	PAD, ALCOHOL PREP STR MED (200/BX 20BX/CS)	436	BX											
454184	SUTURE, SILK BLK BR 3-0 18" C6(12/BX)	402	BX											
839511	TEST KIT, HBA1C HEMOGLOBIN AFINION GLYCTD (15TST/BX)	397	BX											
921613	Exam Glove McKesson Confiderm? 3.8 Large NonSterile Nitrile	348	BX											
446051	BANDAGE, GZE FLUFF 4.5" STR (100RL/CS)	333	RL											
470749	BANDAGE ROLL, GAUZE 3.4" STR LF (96/CS)	333	EA											
765876	Mckesson Medical Surgical GLOVE EXAM NITRL 3.5C PF BLU LG	288	BX											
765874	Mckesson Medical Surgical GLOVE EXAM NITRL 3.5C PF BLU SM	276	BX											
487960	COLLECTOR, SPECIMEN COMMODOE WHT 27OZ (100/CS)	271	EA											
60594	TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	271	BX											
167822	Mask, Face Proc W/earlp Lf Ylw(50/bx 10bx/cs) Mgm16	270	BX											
1034508	SUTURE, 3-0 NYLON 18" C-14 (12/BX)	265	BX											
474706	SPONGE, GAUZE TYPE-VII 16PLY STR LF 4"x4" (10/TR 72TR/CS)	259	TR											
805124	Honeywell mask, respirator, one fit N95 flat fold (20/bx)	250	BX											
466872	BANDAGE, ADHSV FABR STRP 1X3 (100/BX 24BX/CS)	229	BX											
689981	Mask, Face Procedure Lf Blu W/earloop (50/bx 10bx/cs)	228	BX											
953916	COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	226	BX											
820640	CANNULA, NASAL ETCO2 ADLT 7' O2/CO2 TUBING ML (10/ CARFUS)	224	EA											
416567	COVER, PROBE ULTRASOUND LF EE (40/BX)	223	BX											
1056324	BANDAGE, GAUZE FLUFF STR 2.25"x3YDS (96RL/CS)	213	RL											
584270	SPECULA, VAGINAL KLEENSPEC PREM 590 MED (24BX 4BX/	192	BX											
446029	SPONGE, GAUZE 12PLY N/S 2"x2" (200/PK)	186	PK											
446047	SPONGE, GZE TYPE-VII 4"x4" 12PLY STR (2/PK 25PK/BX)	184	BX											
1074987	MONOFILAMENT TEST, SENSORY W/ HNDL F/FOOT 10GM20/PK	180	PK											
365061	O & M Halyard Inc GLOVE, NITRILE PF PUR MD (100/BX;	177	BX											
200393	CYSTOSCOPY SET, W/LG BORE ROLLER	174	EA											
940568	NASAL DECONGESTANT, SPR 1OZ	171	EA											
1110514	3M 1804S Particulate Respirator / Surgical Mask 3M VFlex	156	BX											
928732	WIPE, SANICLOTH SUPER GERMICIDE LG (160/CN 12CN/CS	153	CS											
51723	SWAB, OB/GYN 8" (50/BX)	150	BX											
870203	CONTAINER, SPEC W/LID STR TAPED 4OZ (100/CS)	146	EA											
949871	TEST KIT, PREG HCG CASSETTE WAIVED (25/KT)	146	KT											
206476	PAPER, TABLE CREPE ECON WHT 21"x125' (12/CS)	142	CS											
951313	TEST KIT, PREG HCG URINE/SERUM (25/KT)	142	KT											
840310	LANCET, PUSH-BUTTON SFTY 23G NDL (100/BX 20BX/CS)	138	BX											
1031804	SYRINGE, LL 3CC (100/BX 24BX/CS)	136	BX											
1027004	WATER, DISTILLED 1GAL (3/CS)	136	CS											
370845	WIPE, SANICLOTH PLUS GERMICIDELG (160/BX 12BX/CS)	132	BX											
356643	TOURNIQUET, LTX FREE (25/BX OR500/CS)	128	BX											
180612	PAPER, TABLE SMOOTH ECON WHT 21"x225' (12RL/CS)	128	CS											

PHARMACEUTICAL ITEMS & CTRL SUBSTANCES:

<u>McKesson Item Number</u>	<u>Item Description:</u>	<u>Annual Usage</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>Vendor Part #</u>	<u>MFG Part #</u>	<u>Manufacturer</u>	<u>Item Description</u>	<u>Substitute Unit Cost</u>	<u>Substitute Vendor Part #</u>	<u>Substitute MFG Part#</u>	<u>Substitute Manufacturer</u>	<u>Substitute Item Description</u>	<u>Substitute U/M</u>
1079016	MEDROXYPROGESTERONE, SDV 150MG/ML 1ML	601	EA											
459558	KENALOG-10, VL 10MG/ML 5ML	278	EA											
1095033	MEDROXYPROGESTERONE, SDV 150MG/ML 1ML	155	EA											
520319	BOOSTRIX, TDAP SDV 2.5-8-5MG/0.5ML 0.5ML (10/PK)	151	PK											
515116	METHYLPRED ACETATE SDV 40MG/ML1ML	120	EA											
725645	BETAMETHASONE SOD PHOS/ACE, MD V 6MG/ML 5ML	117	EA											
556107	PROPOFOL, SDV SF 10MG/ML 20ML (5/PK)	115	EA											
1079018	MEDROXYPROGESTERONE, SDV 150MG/ML 1ML (25/CT)	113	CT											
560284	SALINE, IRR SOL STR 100ML (48/CS)	103	EA											
733255	SALINE, IRR SOL 0.9% 500ML (18/CS)	100	EA											
161730	WATER STR, IRR SOL 1000ML (16/CS)	96	EA											
330568	PNEUMOVAX, SDV 25MCG/0.5ML 0.5ML (10/PK)	91	PK											
795986	PREVNAR 13, SYR 0.5ML (10/CT) 9WYETH	89	CT											
467132	SOD CHL, IRR SOL 0.9% 500ML (18/CS)	86	EA											
848309	RHOGAM, SYR PLUS ULTR FILTERED300MCG (5/BX)	78	BX											
559289	#559289 OMNIPAQUE	69	BX											
733254	WATER, IRR SOL STR 500ML (18/CS)	68	EA											
460436	KENALOG-40, VL 40MG/ML 5ML	66	EA											
239936	LIDOCAINE HCL, MDV 1% 50ML (25/PK)	66	EA											
725430	SOLU-CORTEF AOV, VL 100MG/2ML 2ML	61	EA											
1032307	EUFLEXA, PFS 10MG/ML 2ML (3/CT)	61	CT											
772678	BOOSTRIX, TDAP SYR 2.5-8.5MG/0.5ML 0.5ML (10/PK)	59	PK											
00299-5969-12	Restylane 1.0ML (without Lidocaine)	57	EA											
162671	PPD TUBERSOL TUBERCULIN, VL 5TU/0.1ML 1ML 10TEST	55	VL											
520118	SALINE, IRR SOL STR 250ML (24/CS)	55	EA											
1120326	TRIAMCINOLONE ACETONIDE, SDV 40MG/ML 1ML	53	EA											
186662	#186662 LAC RING, IVSOL, 1000ml	52	CS											
161731	#161731 STERILE WATER 500ml	49	EA											
567949	BICILLIN LA, SYR 2.4MU/4ML 4ML (10/CT)	48	CT											
512816	DRYSOL DAB-O-MATIC, SOL 20% 60ML	45	EA											
701205	#701205 ONDANSETRON, MDV 2MG/ML	45	EA											
161938	SOD CHL, IVSOL 0.9% PVC-DEHP FREE 100ML/150ML(64/C	43	EA											
236173	SODIUM CHLORIDE, FTV PF 0.9% 10ML (25/PK)	42	PK											
852057	SOD CHL, IRR SOL 3000ML BG (4/CS)	42	EA											
1061323	CELESTONE SOLUSPAN, MDV 6MG/ML5ML	41	EA											
462515	KENALOG-40, VL 40MG/ML 1ML	37	EA											
562083	ADACEL TDAP ADLT VACCINE, SDV 2-2.5-5M.5ML (10/BX)	36	BX											
1015150	MOMETASONE FUROATE NASL, SPR 50MCG/SPR 17G	35	EA											
1139481	TEST KIT, HBA1C HEMOGLOBIN AFINION GLYCTD (15TST/BX)	35	BX											
804956	LIDOCAINE HCL, JELLY 2% PFS 100MG/5ML (25/CT) 9INMED	33	EA											
581508	MENACTRA VACCINE, VL 4MCG/.05M49281058905	32	CT											
1084658	TRIAMCINOLONE ACETONIDE, SDV 40MG/ML 1ML (25/CT)	31	CT											
549530	CEFTRIAZONE, SDV 250MG (10/BX)	31	BX											
653303	PPD APLISOL, VL 5TU/0.1ML 1ML (10TEST/VL)	31	EA											
720963	PENTACEL DTAP-IPV/HIB, SDV 15-20-5-10MG/0.5ML(5/CT	30	CT											
239930	Diluent Bacteriostatic Sodium Chloride 0.9% Intramuscular,	27	PK											
178484	WATER STR, IRR SOL 500ML (18/CS)	26	EA											
1059370	APPLICATOR, SILVER NITRATE 6" (100/VL 10VL/BX)	26	VL											
476178	BACITRACIN, OINT 500U/GM 1OZ	26	EA											
769341	ENGERIX-B, SYR TIPOK 20MCG/ML1ML PF (10/PK)	26	PK											
911398	PNEUMOVAX, SYR 0.5ML (10/CT)	26	CT											
952614	GARDASIL 9 HPV VACC, SYR 0.5ML(10/BX) MRKVAC	25	BX											
35975	SILVER NITRATE, APPL 6" (100/VL)	24	VL											
462514	KENALOG-40, VL 40MG/ML 10ML	24	EA											
952079	LIDOCAINE HCL, SOL TOPICAL 4% 50ML	24	EA											
304337	M-M-R II, SDV (10/BX)	23	BX											

<u>Allergan Item Number</u>	<u>Item Description:</u>	<u>Annual Usage</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>Vendor Part #</u>	<u>MFG Part #</u>	<u>Manufacturer</u>	<u>Item Description</u>	<u>Substitute Unit Cost</u>	<u>Substitute Vendor Part #</u>	<u>Substitute MFG Part#</u>	<u>Substitute Manufacturer</u>	<u>Substitute Item Description</u>	<u>Substitute U/M</u>
91223US	BOTOX, VL 100U D/S	114	VL											
92326	BOTOX Cosmetic 100 Units/Vial	44	VL											
<u>Covetrus/Butler Animal Health Item Number</u>	<u>Item Description:</u>	<u>Annual Usage</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>Vendor Part #</u>	<u>MFG Part #</u>	<u>Manufacturer</u>	<u>Item Description</u>	<u>Substitute Unit Cost</u>	<u>Substitute Vendor Part #</u>	<u>Substitute MFG Part#</u>	<u>Substitute Manufacturer</u>	<u>Substitute Item Description</u>	<u>Substitute U/M</u>
048858	KETAVED INJECTION, 100MG/ML C3N, 10ml	13	EA											
<u>GlaxoSmithKline Item Number</u>	<u>Item Description:</u>	<u>Annual Usage</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>Vendor Part #</u>	<u>MFG Part #</u>	<u>Manufacturer</u>	<u>Item Description</u>	<u>Substitute Unit Cost</u>	<u>Substitute Vendor Part #</u>	<u>Substitute MFG Part#</u>	<u>Substitute Manufacturer</u>	<u>Substitute Item Description</u>	<u>Substitute U/M</u>
5816082152	ENGERIX-B 20 MCG/ML PREFILLED TIP-LOK SYRINGE W/OUT NEEDLES	10	EA											
<u>Patterson Veterinary Supply Item Number</u>	<u>Item Description:</u>	<u>Annual Usage</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>Vendor Part #</u>	<u>MFG Part #</u>	<u>Manufacturer</u>	<u>Item Description</u>	<u>Substitute Unit Cost</u>	<u>Substitute Vendor Part #</u>	<u>Substitute MFG Part#</u>	<u>Substitute Manufacturer</u>	<u>Substitute Item Description</u>	<u>Substitute U/M</u>
07-890-8598	Keta Ved C III 10 mL manufacturer #VINV-KETA-OVED	35	BX											
078908598	KETAMINE 100 MG/ML; 10 ML/BOTTLE	21	EA											
<u>Smith Medical Partners Item Number</u>	<u>Item Description:</u>	<u>Annual Usage</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>Vendor Part #</u>	<u>MFG Part #</u>	<u>Manufacturer</u>	<u>Item Description</u>	<u>Substitute Unit Cost</u>	<u>Substitute Vendor Part #</u>	<u>Substitute MFG Part#</u>	<u>Substitute Manufacturer</u>	<u>Substitute Item Description</u>	<u>Substitute U/M</u>
59762453701	MEDROXYPROGESTERONE, SDV 150MG/ML 1ML	82	EA											
726871	MEDROXYPROGESTERONE, VL 150MG/ML 1ML	24	EA											

