IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD16201019
Account Number:	AC-1
Revision Number:	01
Change Order Date:	April 28, 2016
Service Start Date:	April 1, 2016
Service End Date:	March 31, 2019
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Lewis McMillan
VWR International LLC
100 Matsonford Rd
Building One, Suite 200
Radnor, PA 19087
Phone: 770-335-7925

Fax: 770-335-7925

Email: lewis_mcmillan@vwr.com

Buyer Contact

Chelsea Cameron
Tel:208-332-1607
Fax:208-327-7320
chelsea.cameron@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:..Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov

VWR Contact:

Lewis McMillan
Director, Business Development - State & Local Government Markets
Phone: 770-335-7925
Email: lewis_mcmillan@vwr.com
www.vwr.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Original Contract: $1,500,000.00

Change Order 1: $0 Administrative Change Order

TOTAL CONTRACT: $1,500,000.00

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3	0	ANN	$500,000.00	$1,500,000.00

Item Description #1

Laboratory Equipment and Supplies; Band 1 Full Line Catalog

Delivery Date: April 29, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$1,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$1,500,000.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature : Chelsea Cameron

Signed By : Chelsea Cameron

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Name:	Lab Equipment & Supplies - CC
Purchase Order Number:	PADD16201019
Contract Number:	
Purchase Order Date:	April 28, 2016
Service Start Date:	April 1, 2016
Service End Date:	March 31, 2019
Submitted By:	Chelsea Cameron
Payment Method:	Invoice
Payment Terms:	NET30

Supplier

Lewis McMillan
VWR International LLC
100 Matsonford Rd
Building One, Suite 200
Radnor, PA 19087
Phone: 770-335-7925

Fax: 770-335-7925

Email: lewis_mcmillan@vwr.com

Buyer Contact

Chelsea Cameron
Tel:208-332-1607
Fax:208-327-7320
chelsea.cameron@adm.idaho.gov

Bill To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone:	208-332-1600
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP Program Manager

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone:	208-332-1600
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP Program Manager

Additional Information

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:..Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
3	0	ANN		#1 Laboratory Equipment and Supplies; Band 1 Full Line Catalog		$500,000.00	$0.00	$1,500,000.00

Delivery Date: April 1, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Special Instructions:
Internal Comments:

TOTAL: (USD) $1,500,000.00

Signature : Chelsea Cameron
Signed By : Chelsea Cameron

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Laboratory Equipment and Supplies
Administered by the State of Idaho (hereinafter "Lead State")

VWR International, LLC
Master Agreement No: MA16000234-2
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing
(hereinafter "Participating State")

1. Scope: This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000234-2) for use by state agencies and other entities located in the State of Idaho, as provided below.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

3. Participating State Modifications or Additions to Master Agreement:

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

3.1 Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

3.2 Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 calendar days of the date of the amendment, in order to be effective.

3.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

3.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/form2.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31st
2nd Quarter Oct 1 - Dec 31	January 31st
3rd Quarter Jan 1 - Mar 31	April 30th
4th Quarter Apr 1 - Jun 30	July 31st

E-mail your completed Quarterly Summary Usage Reports to **purchasing@adm.idaho.gov**.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Lewis McMillan, VWR International
Address	100 Matsonford Road, Ste. 200, ~~Randor,~~ Radnor PA 19087-8660
Telephone	678-288-3150
Fax	484-881-5697
E-mail	lewis_mcmillan@vwr.com // with copy to government@vwr.com

Participating State

Name	Chelsea Cameron, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1607
Fax	208-327-7320
E-mail	chelsea.cameron@adm.idaho.gov

5. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the state of Idaho must include the Participating State contract number as well as the Lead State Master Agreement No. MA16000234-2.

6. Entire Agreement: This PADD and the Master Agreement No. MA16000234-2, together with its exhibits, set fort the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: **State of Idaho**	Contractor: **VWR International, LLC**
By: Chelsea Cameron	By: Jennifer M Schauble
Name: Chelsea Cameron	Name: Jennifer Schauble
Title: Purchasing Officer	Title: Director, Contracts Management
Date: 03/23/2016	Date: 3/23/16

MASTER AGREEMENT
MA16000234-2

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"
In conjunction with NASPO ValuePoint

and

VWR International, L.L.C. "Contractor"

AGREEMENT

1. Overview

This contract is for a full-line catalog of laboratory equipment and supplies.

2. Order of Precedence

2.1 Any Order placed under this Master Agreement shall consist of the following documents:
(1) A Participating Entity's Participating Addendum ("PA");
(2) State of Idaho/NASPO ValuePoint Master Agreement;

(3) A Purchase Order issued against the Master Agreement;
(4) The RFP, including all Exhibits and Amendments; and
(5) Contractor's response to the Solicitation.

2.2 These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Effective Date and Term

This Master Agreement is effective April 1, 2016 or upon final executed signatures, whichever is later. In no event will this Agreement be effective until executed by DOP. The initial term of this Master Agreement shall be three (3) years. The total contract term, including all extensions, may not exceed five (5) years.

4. Attachments

The following documents are attached to and incorporated into this Master Agreement:

(1) Attachment 1 – RFP Documents including all exhibits, amendments, and clarifications
(2) Attachment 2 – Contractor's Technical Proposal including all attachments and clarifications

VWR International, L.L.C.

Mark McLoughlin, President - Americas

Feb 11, 2016

Date

Division of Purchasing

Chelsea Cameron, Purchasing Officer

2/12/2016

Date

The State of Idaho
Division of Purchasing

In conjunction with

NASPO ValuePoint

Request for Proposals

Idaho Solicitation Number RFP16000231
Laboratory Equipment and Supplies

Revised November 13, 2015
~~October 6, 2015~~

TABLE OF CONTENTS

1

1 RFP ADMINISTRATIVE INFORMATION....1
2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION....2
3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW....4
4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS....5
5 PROPOSAL FORMAT, REVIEW AND EVALUATION....9
6 MANDATORY ADMINISTRATIVE REQUIREMENTS....10
7 EXPERIENCE....12
8 KEY PERSONNEL....14
9 MANDATORY SPECIFICATIONS AND REQUIREMENTS....14
10 ADDITIONAL TERMS AND CONDITIONS....21
11 PROPOSAL EVALUATION....22
ATTACHMENT A - NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS....25
ATTACHMENT B – HISTORICAL DATA & ANTICIPATED USAGE....43
ATTACHMENT C – LABORATORY EQUIPMENT AND SUPPLIES BANDS....44
ATTACHMENT D – REPRESENTATIVE SAMPLE OF ITEMS....47
ATTACHMENT E – OFFEROR QUESTIONS....47
ATTACHMENT F - (E) REFERENCES....51
ATTACHMENT G: PUBLIC AGENCY CLAUSE....56
ATTACHMENTS H-Y: LEAD STATE AND ADDITIONAL PARTICIPATING STATES' TERMS AND CONDITIONS....57

1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Laboratory Equipment and Supplies
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide a full-line catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States.
RFP Lead:	Chelsea Cameron, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 chelsea.cameron@adm.idaho.gov (208) 332-1607
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME. Submit electronically via IPRO:	Address for Courier 650 W. State St. Room B-15 Boise, ID 83720 Address for US Mail P.O. Box 83720 Boise, ID 83720-0075 Electronic Submission https://purchasing.idaho.gov/iprologin.html
Pre-Proposal Conference: Pre-Proposal Conference Location:	Tuesday, October 13, 2015 10:30 a.m. Mountain Time via Teleconference (call in number will be provided when you register for the Pre-Proposal conference)
Deadline To Receive Questions:	Tuesday, October 20, 2015 11:59:59 p.m. Mountain Time
RFP Closing Date:	*See* IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Contract and Renewals:	Three (3) years. Upon mutual agreement, the contract may be extended or amended. The total contract term, including all extensions, may not exceed five (5) years.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS WHICH MUST BE INCORPORATED IN YOUR BASE PRICE. OTHER STATES, INLCUDING IDAHO, WILL HAVE AN ADDITIONAL ADMINISTRATIVE FEE.	

2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

2.1 PURPOSE

The State of Idaho, Division of Purchasing (Lead State) is requesting proposals for laboratory equipment and supplies in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreement(s) with qualified Offerors to provide a full catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be three (3) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (**Attachment A**).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

2.2 LEAD STATE

The State of Idaho, Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000231. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Idaho, Division of Purchasing is:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State Street, B-15
Boise, ID 83720
chelsea.cameron@adm.idaho.gov
Phone: 208-332-1607 Fax: 208-327-7320

2.3 DEFINITIONS

The following definitions apply to this solicitation. **Attachment A** contains definitions of terms used in the NASPO ValuePoint Master Agreement terms and conditions.

Full-Line Catalog means the Offerors Price List is to include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

Lead State or State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

2.4 NASPO ValuePoint BACKGROUND INFORMATION

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential participating entities on the resulting Master Agreement: Arkansas, Hawaii, Louisiana, Maine, Montana, New Mexico, North Dakota, South Dakota, Tennessee, Utah and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Attachments H-Y**, or may be incorporated into the

Participating Addendum after award.

2.6 ANTICIPATED USAGE

The resulting contract(s) is intended for use by NASPO members and will be used by various public (and qualified non-profit) entities throughout the United States (as well as the NASPO member territories). **Attachment B** contains the historical usage data from the previous contracts and anticipated usage from additional states who have indicated an interest in participating. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no minimum or maximum level of sales volume guaranteed or implied.

3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW

The State is requesting proposals on four (4) defined bands ("Bands") of laboratory equipment and supplies (**Attachment C**), as follows:

Band 1	FULL-LINE CATALOG of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.
Band 2	Plasticware
Band 3	Gloves
Band 4	Microscopes

Offeror must certify that it can supply a full line of products for each Band for which it submits a response. Offerors will be required to provide pricing and related discounts for a full line of products within each Band Offeror responds to (subject to the unit price limit in **Section 3.3**, below).

Offerors responding to Band 1, Full-Line Catalog MUST accept orders from and extend contract prices to **all members of NASPO ValuePoint.**

Offerors responding to Bands 2 – 4 may elect to provide a response limited to a defined geographic region consisting of no less than one state (e.g. "Washington/Oregon/Idaho;" "Texas;" "Louisiana/Arkansas/Georgia/Alabama/Florida;" "Colorado and Wyoming;" etc.). Offerors must identify the geographic region and demonstrate ability to serve the area which they are proposing to serve.

3.1 ESTIMATED QUANTITIES

See Section 2.6, above, for historic usage. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no guarantee of any minimum usage.

3.2 ITEMS NOT INCLUDED IN THIS CONTRACT

The following items are NOT included in this RFP:
Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

Items costing in excess of $75,000, after discount, are excluded from the resulting contract.

NOTE: When executing a Participating Addendum, all parties are bound by the $75,000/item upper limit. A Participating State may establish a lower limit; however, any language included in a Participating Addendum purporting to increase this amount; or any other attempt to order an item off of the resulting contract which exceeds the unit price limit, will be void.

3.3 BACK-ORDERS

Contractor will take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Ordering Entities' facilities.

3.4 ADDITIONS TO THE CONTRACT

New items may be included as they become available (when added to Contractor's catalog) during the term of the Contract, after obtaining the approval of the NASPO Contract Administrator, as specified in this RFP, and in accordance with the provisions of the resulting contract.

Minor related services, such as hazardous waste pick-up/removal of Contractor's items; product recycling; etc. may be added to the Contract, after obtaining the approval of the NASPO Contract Administrator.

3.5 EFFECT ON OTHER LABORATORY EQUIPMENT AND SUPPLY CONTRACTS

Many Ordering Entities have current laboratory equipment and supply contracts which they may utilize as an alternate to the contract resulting from this RFP, which may affect the frequency of use of the resulting contract (s).

In addition, ordering of items that may be available through other current state or cooperative contracts may be subject to the provisions of individual state statutes and guidelines which govern the use of multiple contracts for the same commodities.

In Idaho, contracts which pre-date those resulting from this RFP for the same products will be utilized by Idaho State agencies as the primary contract for those same products, for so long as those contracts remain in effect.

4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

4.1 RFP QUESTION AND ANSWER PROCESS

This solicitation is issued by the State of Idaho Division of Purchasing via IPRO (https://purchasing.idaho.gov/iprologin.html). The Division of Purchasing is the only contact for this solicitation. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of the Offeror to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State St., Room B-15
P.O. Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
E-mail: chelsea.cameron@adm.idaho.gov

Questions relating to this RFP must be submitted in writing to the RFP Lead, by the date and time noted above in order to be considered.

Written questions must be submitted using Attachment E, Offeror Questions. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions, found at http://purchasing.idaho.gov/terms_and_conditions.html or the NASPO ValuePoint Terms and Conditions included as **Attachment A**, must also be submitted in writing, using Attachment D, Offeror Questions, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;

3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

4.2 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at the location and time indicated in **Section 1**, page 1 of this RFP. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call in number. **Those choosing to participate by phone must pre-register via e-mail to Chelsea Cameron chelsea.cameron@adm.idaho.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register by Friday, October 9, 2015.** Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participant's own expense.

4.3 PROPOSAL DUE DATE

Proposals must be received by the Closing Date and time as described in the IPRO header document ("End Date"). Proposals received after the closing date and time will not be accepted.

4.4 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interest of potential Participating States. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf .)

4.5 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Lead State in accordance with the Lead State Procurement Code, available at http://purchasing.idaho.gov/idaho_code.html.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in **Attachment A**.

4.6 FIRM OFFERS

Responses to this RFP, including Offerors proposed Price List, will be considered firm for one-hundred-eighty (180) days after the proposal opening date.

4.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf)

4.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

4.9 PROPOSAL SUBMISSION INSTRUCTIONS

4.9.1 Submission of Proposals

Proposals may be submitted manually or electronically. Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at

http://purchasing.idaho.gov/ipro.html . When submitting through IPRO, enter your "Total Cost" in IPRO as "$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.

If submitting via IPRO, be advised that that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

4.9.2 Manually Submitted Proposals

The proposals must be addressed to the RFP Lead and clearly marked "TECHNICAL PROPOSAL – RFP16000231 Laboratory Equipment and Supplies."

Each proposal must be submitted in one (1) original with seven (7) copies of the Technical Proposal, one (1) original and one (1) copy of the Cost Proposal as well as one (1) copy of Offerors latest Catalog.

Offerors submitting manually must also submit one (1) electronic copy of the proposal, one (1) electronic copy of the Price List and one (1) copy of the Catalog on CD or USB device. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 5.2.6, below) of all trade secret information which was removed or blacked out in the redacted copy.

Your Proposal must be sealed, and identified as "**RFP16000231 Laboratory Equipment and Supplies**."

The Cost Proposal must be separately sealed, identified as "**Cost Proposal – RFP16000231 Laboratory Equipment and Supplies**."

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

5 PROPOSAL FORMAT, REVIEW AND EVALUATION

5.1 EVALUATION CODES

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

5.2 INTITIAL REVIEW OF PROPOSALS

5.2.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M)**. Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

5.2.2 The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an **(M) or (ME)**. All proposals which are determined to be responsive will continue in the evaluation process outlined in **Section 11**.

5.2.3 Right to Waive Minor Irregularities

Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M or ME requirement.

5.2.4 Proposal Format

5.2.4.1 Table of Contents. Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

5.2.4.2 Format. Proposals should follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

5.2.5 Ownership or Disposition of Proposals and other Materials submitted

All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.

5.2.6 Confidential or Proprietary Information

Paragraph 28 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf describes trade secrets to "*include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy*." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state's procurement personnel to determine the precise text/material subject to the notation.

6 MANDATORY ADMINISTRATIVE REQUIREMENTS

6.1 (M) SIGNATURE PAGE

All submitted proposals must be submitted with a state supplied signature page, located on the IPRO solicitation page as an attachment. Manually submitted proposals must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** OR **AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive).** Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.

By submitting your proposal electronically through IPRO, you are acknowledging compliance with all requirements contained in the Signature Page.

6.2 (M) COVER LETTER

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number,

and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

6.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.
* If submitting via IPRO be certain the FEIN in IPRO is the same as the one in your cover letter and on your signature page.

6.2.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html; Attachment G**)**, NASPO ValuePoint Standard Terms and Conditions (Attachment A).

6.2.3. A statement indicating the Offeror's understanding that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States, when executing Participating Addendums.

6.2.4 A statement of the Offeror's compliance with affirmative action and equal employment regulations.

6.2.5 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

6.2.6 A statement naming the firms and/or staff responsible for writing the proposal.

6.2.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: http://sam.gov.

6.2.8 A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.

6.2.9 A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or

cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

6.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions.

6.2.11 A statement identifying the geographic region or "all NASPO" if bidding on Bands 2-4.

6.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

7 BUSINESS INFORMATION

7.1 (ME) EXPERIENCE

Describe in detail your knowledge and experience in providing goods and services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

7.2 (E) REFERENCES

Offerors will be scored on a minimum of three (3) completed reference questionnaires. ***See*** **Attachment F**.

7.2.1 **(E)** For Band 1: Full-Line Catalog suppliers: Use the attached Reference Questionnaire (**Attachment F**) to provide three professional references from customers for which you hold a contract with an annual volume of at least $10M.

7.2.2 **(E)** For all other bands (2 – 4): Submit three professional references using the attached questionnaire (**Attachment F**) from customers for which you hold a contract which includes the named Band.

7.3 (M) MINIMUM REQUIREMENTS

Restate each subsection followed by a statement confirming compliance and providing additional information documenting that you meet the minimum requirement, as appropriate.

7.3.1 Experience

Offeror must have been in business for a minimum of three years providing Laboratory Equipment and Supplies on a state, regional or nationwide basis, and must demonstrate that it has specific public sector experience. Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

7.3.2 Licensing Requirements

Offerors must be in full compliance with all licensing requirements in the Lead State at the time of Proposal submission. Specific states or other authorized Participating Entities may have additional licensing and/or certification requirements that would be addressed in Participating Addenda.

7.3.3 Contractor Single Point of Contact.

All Offerors must include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement.

8 ORGANIZATION AND STAFFING

8.1 (M) KEY PERSONNEL

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this contract, to include all pertinent contact information.

8.2 (ME) QUALIFICATIONS OF PERSONNEL

Provide resumes for employees who will be managing and/or directly providing services under the contract. For positions that are not filled, a position description (including requisite qualifications/experience) should be provided.

8.3 SUBCONTRACTORS

Describe the extent to which subcontractors will be used to comply with contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

9 SCOPE OF WORK

9.1 (M) MANDATORY SPECIFICATIONS AND REQUIREMENTS

9.1.1 Estimates of Use

The quantities listed in **Attachment B** are based on the historical dollar value of both of the current NASPO ValuePoint cooperative contracts for lab equipment and supplies. These are provided as a guide for estimates of use only and are not guarantees of quantities to be purchased through the resulting Contract(s). The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NASPO ValuePoint estimates that the annual spend for all states indicating an Intent to Participate could approximate $75M annually; however NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.

9.1.2 Customer Service Representatives

Offerors must designate a Contract Manager, as specified in Section 7.3.3; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.

9.1.3 Silence of Specifications

The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.

9.2 (M) ORDERING

Contractor must establish and maintain a toll free phone number as well as an Internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor must establish a wait time to place an order of less than 3 minutes. Contractor must maintain a web site, accessible by both the Ordering Entity and the Division of Purchasing, for the resulting contract. The web site, at a minimum, must:

9.2.1 Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.

9.2.2 Provide List Price, Discount information and Contract Pricing for the Ordering Entity (which may vary based on an individual state's Administrative Fee).

9.2.3 Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information.

9.2.4 Provide tracking/status information after an order is submitted.

9.2.5 Maintain a database for each Participating Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that placed the order.

9.2.6 Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips.

9.2.7 Provide contact information for ordering, billing, credit, service and other complaints/issues.

9.2.8 Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.

9.3 MINIMUM ORDER

Contractor may establish a *minimum* order quantity no greater than $50 per order, under which it may assess delivery charges. Orders in excess of the minimum order quantity will be delivered FOB Destination, inside delivery, to the location identified by the Ordering Entity.

For orders totaling less than $50 per order, or Offeror's stated Minimum Order Quantity, whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement.

Ordering Entities will be encouraged to consolidate orders on a weekly basis, where practical; and to consolidate orders for hazardous chemicals, in order to minimize hazardous materials fees.

9.4 PACKAGING, DELIVERY, FUEL SURCHARGE

9.4.1 Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for Band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order

placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.

9.4.2 Delivery charges will not apply to orders that are in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

9.4.3 Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated.

9.4.4 If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.

9.4.5 Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.

9.4.6 Any products offered with an applicable shelf life must be date stamped (including gloves).

9.4.7 Ordering entities requesting special handling (FedEx, NextDay, etc.) of orders may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

9.4.8 Remote ordering entities which do not regularly receive service from FedEx, UPS or other common courier services may be required by the Contractor to pay additional freight charges, if any, associated with delivery to the remote location, not to exceed the carrier's *additional* actual freight charges associated with delivery to the remote location. In the alternative, the ordering entity may arrange for an alternate delivery site for which the Contract cost includes all delivery charges.

9.4.9 If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP.

9.5 LATE DELIVERY AND FAILURE TO DELIVER

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Contractor's proposal, and in no

event in excess of the limit specified in Section 9.4, above).

9.6 RETURN OF ITEMS

9.6.1 Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall inspected within three (3) business days and be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Ordering Entity must receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

9.6.2 Ordering Entity Error

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

9.7 INVOICING

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

9.8 CUSTOMER ACCOUNT NUMBERS

Contractor must establish unique customer/account identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

9.9 STATE PURCHASING CARD

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.

9.10 TRAINING

Contractor must provide training to all Participating Entities upon request (no more than one, one (1) hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training must cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

9.11 RECORDS MAINTENANCE and REPORTING REQUIREMENTS

9.11.1 Records Maintenance: Contractor must maintain books, records, documents and other evidence pertaining to this Master Agreement as detailed in Attachment A, Section 25.

9.11.2 Reporting Requirements: Contractor must provide summary and detailed usage reports as detailed in Attachment A, Section 27 and as required by individual states and Participating Entities.

9.12 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

Confirm the following, by signature below: **_____affirmatively states that it agrees to the mandatory (M) requirements in the Scope of Work Sections 9.1 – 9.12.**
Authorized Confirming Signature: _____ **Date: _____**

9.13 CUSTOMER SERVICE AND SUPPORT

9.13.1 (E) The State desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the products, as well as professional and timely response and resolution to any issues. Describe how you will meet these desirables.

9.13.2 (E) Describe how you will effectively communicate with the State and the Ordering Entities.

9.13.3 (E) Describe how you will assign staff to support the resulting Contract (i.e. technical staff, customer service representatives and regional/local sales representatives). Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Entities with utilizing any resulting Contract.

9.13.4 (E) Describe how you will provide ongoing training to your staff assigned to support the resulting Contract as referenced in Section 9.10.

9.13.5 (E) Describe your invoicing and credit processes and how these meet the requirements of this RFP. Describe the measures you have in place to insure that any billing issues are resolved to the Ordering Entity's and the State's satisfaction in a timely manner.

9.13.6 (E) Describe in detail the training which would be offered to Ordering Entities throughout the term of the resulting Contract.

9.13.7 (E) Describe your experience providing technical services to state or other public entities

of varying size and functionality, with regard to supplying lab equipment and supplies, including your experience with laboratory inventory management in various laboratory environments (e.g. University, hospital, veterinary, forensic, etc.).

9.13.8 (E) Describe how you will meet the requirements of Section 9.2, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the requirements contained in Section 9.2. Describe how your proposed website will enhance your customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; FAQ's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

9.14 (E) SUSTAINABILITY

Provide a comprehensive discussion of your company's corporate and local sustainability practices for the entire scope of Lab Supplies and Equipment offered in your proposal. Your response should include, but not be limited to: efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training. Where practicable, include numeric measures of progress made to meet established sustainability goals, objectives and targets.

Does your company have a recyclable products program (both for equipment and packaging)?

Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?

9.15 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE

NASPO encourages the involvement of local businesses, as well as minority, women-owned and disadvantaged businesses. Describe any programs that your company currently has in place in support of these organizations; and whether and how the resulting contract would or could be incorporated into the program(s).

9.16 COST

9.16.1 (M) Price Lists and Catalogs

Provide one hard copy and one electronic copy of both your latest Catalog, as well as your currently effective, nationally published Price List. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog and Price List.

9.16.2 (M) For Band 1, the State is interested in a **full line supplier of laboratory equipment and supplies which can provide its full line to ALL NASPO states**. The State reserves the right to reject a Proposal for Band 1 if that Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

9.16.3 (M) For Bands 2 – 4, the Offeror must offer a full line of laboratory equipment and/or supplies within the Band for which it provides a response. The State reserves the right to reject a Proposal for any Band for which an Offeror's Price List does not include at least 95% of the

items chosen by the State for purposes of evaluating the Band.

9.16.4 (ME) Discounts: Submit discounts from your standard price list for THE ENTIRE SPECTRUM OF ITEMS OFFERED (all items in the catalog(s) and price lists for the Band to which you are responding). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code).

9.16.5 (E) Volume Discounts:
Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the Offeror. Extensions of additional discounts are not required but may be evaluated if offered.

9.16.5.1 Cumulative Ordering Volume Discounts: Offerors are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Ordering Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the contract.

9.16.5.2 Volume Discount for Minimum Order Quantity: Offeror is also invited to propose discounts for minimum order quantities. Ordering Entities may consolidate purchases in order to take advantage of any volume discount extended by Contractor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity.

9.16.6 (E) Additional Discounts: Indicate where any additional/separate discounts are available, based on large quantity purchases, etc. Additional discounts are not mandatory, but may be evaluated, if offered.

9.16.7 (M) Discounts to Remain Firm or Greater: The percentage discount from the Contractor's submitted price schedule is not to decrease for all updates or revisions of Contractor's price schedule during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

9.16.8 (M) Price Negotiation During Contract Term
Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Ordering Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the Contract.

9.16.9 (M) Price Lists and Updates: After Contract award, Contractor must furnish a "hard copy" and/or an electronic copy (at State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy

(Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Ordering Entities at no additional cost.

9.16.10 (M) Price List Access: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

10 (M) ADDITONAL TERMS AND CONDITIONS

10.1 ADDITIONAL MANUFACTURER DISCOUNTS

For contract items, the Contractor agrees to allow any particular Ordering Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Ordering Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Ordering Entity.

10.2 PRICE CHANGES

10.2.1 Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Ordering Entities.

10.2.2 All discounts offered must remain firm or higher during the term of the contract.

10.2.3 Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State.

10.3 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

10.4 CHANGE IN CONTRACTOR REPRESENTATIVE

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

10.5 TERMINATION

10.5.1 Termination of Contract

The Contract may be terminated by the State as provided in Attachment G, State's Standard Terms and Conditions, and as may otherwise be provided in this RFP.

10.5.2 Termination of Participating Addendum

Participating Addendums may be terminated by the Participating Entity for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract and/or the Addendum, and as otherwise designated in the Entity's Participating Addendum. There is no penalty or restriction upon the State, or Ordering Entity, in the event of cancellation due to lack of funding.

10.6 AVAILABLE FUNDS

Financial obligations of Ordering Entities are limited to the order(s) placed by the Ordering Entity, as well as on the Entity having available funds. Participating states incur no financial obligations or other liability on behalf of political subdivisions.

Confirm the following, by signature below: **_____affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions**
Authorized Confirming Signature: _____ **Date: _____**

11 PROPOSAL EVALUATION

11.1 TECHNICAL EVALUATION

11.1.1 The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.

11.1.2 The scores for the Technical Proposal will be normalized as follows: the Technical Proposal with the highest raw technical score will receive all available Technical Points 500. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula: 500 X raw score of the technical proposal being evaluated/highest raw technical score.

11.2 COST EVALUATION

11.2.1 For purposes of cost evaluation, discounts offered by Offeror pursuant to Section 9.17.4 et seq., above, will be applied to the Offeror's Price List, required by Section 9.17.1.

The items used for purposes of Cost evaluation will be a representative sample of items purchased by public entities utilizing the current WSCA and NASPO lab equipment and supplies contracts, from the four latest Quarterly Usage Reports received from the current contractors;

as well as a representative sample of items commonly procured by public entities for laboratory use.

11.2.2 For purposes of proposal evaluation, the State will use a pricing structure based upon the packaging historically purchased. For example, if a majority of a particular item has been purchased by Packages of 12 each, the state will use the price of the Offeror's similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should a Offeror fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another Offeror as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.

Failure by a Offeror to indicate a discount percentage for an item in the Offeror's catalog or price list may be cause for rejection of the Offeror's offer or may be cause for the State to evaluate the item at the current catalog list price.

> Note: If the Offeror is not an authorized distributor for a particular item chosen for purposes of proposal evaluation, an "equal" product line may be chosen by the State for evaluation. Otherwise, the specified product line must be available. It is not the intent of this paragraph to allow a vendor to offer an "equal" item or product line if the item or product line chosen for evaluation is available.

ITEMS to be evaluated for Band 1 *may* include but are not limited to:
Chemicals, Acids, Alcohols, Solvents, Reagents, pH Supplies & Solutions, Clothing / Protective Equipment, Eye Protection, Gloves & Lab Apparel, Membrane Filters, Filters, Analyzers, Balances & Weighing equipment, Waterbaths, Cabinets, Incubators, Circulators, Burners, Centrifuges, Evaporators, Glassware products, Bottles, Vials, Microscope Slides, Pipettes & Pipette Tips, Cylinders, Hot Plates & Stirrers, Microscopes, pH Selective Ion Apparatus, Power Supplies, Refractometers, Shakers, Spectrophotometers, Thermometers, Water Purification Equipment, Bags, Cleaning Supplies, Corks, Filtration Products, Frame Rods, Clamps & Clamping Systems, Labeling Tape, Labels & Dispensers, Glass & Plastic Petri Dishes, Plastic-ware, Rubber Stoppers, Sterilizers, Tubing, Brand Name Equivalent Products, Laboratory Media, Test Kits, BBL and DIFCO products as well as parts and accessories for the above equipment.

ITEMS to be evaluated for Bands 2 – 4 may include *any* items within the Band being evaluated, which are utilized by public entities for laboratory use (subject to the unit price limit of $75,000).

11.2.3 The Offeror with the lowest Total Cost (for a Band), based on the sum of the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Offerors within the same Band will receive a portion of the Total Cost Points based on the following formula: Lowest Total Cost for Band #/Other Offeror Total Cost for Band # x 500.

11.2.4 Once the Cost Points are calculated for each Band, the points will be totaled with the Technical Points, and the Proposals will be ranked by Total Points, by Band.

11.3 AWARD

Award will be made to the high point responsive responsible Offeror(s), by Band (1 – 4), in

accordance with the Evaluation Method described above. The State may make multiple awards for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 4 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

EVALUATION CRITERIA

All responsive Proposals will be evaluated by a committee composed of representatives of the State and other NASPO states, using a point method of award using predetermined criteria for each ME and E item identified above. Once all responsive proposals have been evaluated and scored, by Band, the sealed Cost Proposals will be opened and scored, as detailed below. Some items will be weighted and may receive more points than other evaluated items in the same section. The detailed weighting information will not be made available until the evaluation process has been completed.

The maximum points for each evaluation category are:

7.1/7.2	Experience and References	75
8.2	Qualifications of Personnel	75
9.13	Customer Service and Support	300
9.14	Sustainability	25
9.15	Local Business Support	25
9.16	Cost	500
TOTAL POINTS		**1,000**

ATTACHMENT A – NASPO ValuePoint Master Agreement Terms and Conditions
June 2015

RFP16000231 Laboratory Equipment and Supplies

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Statement of Work;
(5) The Solicitation; and
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing (if any). Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process (if specified in a Participating Addendum or Order) for ascertaining that the Product meets the standards set forth in the section titled Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets,

trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

~~All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and~~ Requests for price adjustments must be made at least thirty (30) days prior to the requested effective date, and must include sufficient documentation supporting the request. ~~Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.~~ Adjustments will not be considered more than once per contract year. Requests must be approved in writing by the Lead State in order to be effective. Retroactive price adjustments will not be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or

other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or

position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

Provisions governing packaging and delivery are specified in sections 9.5 through 9.7 of the Request for Proposal and sections 16 and 17 of the State of Idaho Standard Contract Terms and Conditions.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees ~~as well as any person or entity for which they may be liable~~, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from (i) breach by Contractor of the Master Agreement; or, (ii) negligent or wrongful act(s), error(s), or omission(s) of the Contractor, officers, directors, shareholders, agents, servants, ~~its~~ employees and representatives ~~or subcontractors or volunteers, at any tier~~, relating to the performance under the Master Agreement, provided, that this Section shall not obligate Contractor to indemnify any indemnified party for any portion of damages directly attributable to, and directly caused by, the negligence of an indemnified party.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system

or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated

below~~, with no deductible for each of the following categories~~:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. ~~Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.~~ Contractor shall provide notice to Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides ~~that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and~~ for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State (or other Entity) as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, ~~the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.~~ Other Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state (or other entity).

e. Contractor shall furnish to the Lead State~~, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination~~

~~of any Participating Addendum.~~ copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement's termination or, at the sole discretion of a Participating Entity, the termination of a Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any ~~Purchase~~ Order placed thereunder.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, ~~unlimited~~ license to publish, translate, reproduce, transfer with any sale of tangible media or Product, ~~modify, deliver,~~ perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). ~~The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.~~ The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity

may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum

acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing

Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO

ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section Attachment B.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Acceptance

The Acceptance period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15)

calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: ~~(a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation,~~ (~~b~~a) the Product is suitable for the ordinary purposes for ~~which such~~ Product is intended to be used~~d~~, ~~(c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment,~~ (~~d~~ b) the Product is designed and manufactured in a commercially reasonable manner, and (~~e~~ c) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. ~~System Failure or Damage~~ [RESERVED]

~~In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.~~

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating

Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data monthly to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment,

family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

ATTACHMENT B – HISTORICAL DATA & ANTICIPATED USAGE

RFP16000231 Laboratory Equipment and Supplies

Sales Summary Lab Equipment and Supply Contracts

Calendar Year	Total
Total	$411,148,270
2003	$2,112,260
2004	$8,115,996
2005	$10,136,977
2006	$19,383,210
2007	$20,575,025
2008	$18,539,153
2009	$29,238,181
2010	$18,331,546
2011	$51,136,084
2012	$75,904,131
2013	$81,362,904
2014	$76,312,804

Anticipated Usage

Intent to Participates	
2015 Laboratory Equipment and Supplies	$60,444,548.82
State	**Est. Volume**
ARKANSAS	$1,220,630.16
HAWAII	$600,000.00
IDAHO	$2,000,000.00
LOUISIANA	$295,170.00
MAINE	$500,000.00
MONTANA	$32,000,000.00
NEW MEXICO	$1,400,000.00
NORTH DAKOTA	$180,750.00
SOUTH DAKOTA	$210,000.00
TENNESSEE	$11,865,137.66
UTAH	$8,106,511.00
WASHINGTON	$2,066,350.00

ATTACHMENT C – LABORATORY EQUIPMENT AND SUPPLIES
BANDS

RFP16000231 Laboratory Equipment and Supplies

BAND 1 – FULL-LINE CATALOG

Full-line catalog of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

BAND 2 – PLASTICWARE (also referred to as Plastic Labware)

Disposable and Reusable

For applications in Microbiology, Histology, Biochemistry, Tissue Culture laboratories, as well as general laboratory use

Tissue culture labware (petri dishes, slides, other vessels), Beakers, bottles (round, square, wide/narrow mouth, amber, w/handles, specimen, wash, dispensing, polyethelene), carboys, containers, jars, burettes, cylinders, funnels, flasks, vials, cryogenic vials, cryogenic storage, test tubes, culture tubes, cuvettes, centrifuge tubes, microcentrifuge tubes, centrifuge bottles, transfer tubes, pipettes/tips, autoanalyzer sample cups, specimen cups, polymer weigh boats, dispensers, caps and liners, vented closures.

BAND 3 - GLOVES

Full product line of Disposable and Reusable gloves for laboratory use

Uses:

Available catalog of gloves must meet the needs of a wide variety of public entity settings, including, but not limited to: University laboratories; veterinary; forensics laboratories; state health departments and their associated laboratories; water and wastewater treatment facilities; DEQ (Department of Environmental Quality); Fish and Game; etc.

Catalog must include general examination gloves, as well as gloves capable of handling highly hazardous or aggressive chemicals; very hot/very cold materials (temperature resistant); and rough/sharp-edged objects (abrasion/cut resistant); all gloves must meet or exceed industry standards for intended use.

Materials:

Cotton
Natural Latex (variety of thickness ranging from 4 mil. to 30 mil.)
Playtex non-disposable
Vinyl

Butyl (smooth and rough finish)
Chloroprene
Neoprene
Tricot
Nylon
Nitrile (including lines that are textured; aloe-coated; powder-free)
Ploy vinyl Chloride (PVC)
Polyvinyl Alcohol (PVA)
Polyethelene (including elbow/shoulder length)
Viton
Silvershield/4H

Sizes:

Wide range of sizes must be offered, including size equivalent to womens' small/medium/large/xl; and mens' small/medium/large/xl

Catalog must include:

Sterile and non-sterile gloves
Lint/powder free gloves
Cotton-flock lined gloves
Double dipped/rubber-coated gloves
Dry box gloves
Clean room gloves
Cryo gloves
Autoclave gloves
Wide range of lengths must be offered, at a minimum from 11" up to Shoulder Length
Variety of Thickness (depending on glove material) to meet laboratory and other applications
Temperature resistant
Abrasion resistant
Cut resistant

This Band includes finger cots, glove liners, and glove dispensers

BAND 4 - MICROSCOPES

Full line of microscopes (within the $75,000 limit) including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

Student microscope
Monocular/Digital Compound Monocular microscopes

Binocular/Digital Compound Binocular microscopes
Trinocular Compound microscopes
Dual-View Binocular compound microscopes
Stereo/Digital stereo microscopes
Digital zoom microscopes
Digital Imaging Microscopes
Polarizing Microscopy Polarized Light microscopes
Inverted microscopes
Metallurgical microscopes
Gemological microscopes
Asbestos counting microscopes
Inspection system stereo microscopes/projector microscopes
Video & Digital, Stereo and compound microscopes with viewing screens
EPI-fluorescent microscopes (binocular/trinocular and inverted models)
Digital microscope cameras
Measuring microscopes
Electron microscopes

ATTACHMENT D – REPRESENTATIVE SAMPLE OF ITEMS

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

ATTACHMENT E - OFFEROR QUESTIONS

RFP16000231 Laboratory Equipment and Supplies

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

Question	RFP Section	RFP Page	Question	Response
23				

ATTACHMENT F - (E) REFERENCES

RFP16000231 Laboratory Equipment and Supplies

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on a minimum of three (3) completed reference questionnaires. All questionnaires will be averaged. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature and scope to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was posted to IPRO. Idaho state agencies may not be utilized as a reference, nor will any member of the Offeror's organization. Only one (1) reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. If fewer than three (3) references are received, a score of zero "0" will be given to each missing questionnaire, up to the three (3) requested.

References not received prior to the RFP Closing Date and time will not be accepted or scored. References outside the requisite number of years (*See* paragraph above), and references determined by the State to be not of a similar nature and scope to the products or services requested in this RFP will also not be accepted or scored. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State**.

REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

   a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.

   b. Print the name of your company/organization on the "OFFEROR NAME" line.

   c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP16000231
Laboratory Equipment and Supplies

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____ has submitted a proposal to the State of Idaho, Division of Purchasing, to provide the following services Laboratory Equipment and Supplies. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.

2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.)*

3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. *(Reference documents must include an actual signature.)*

4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

   RFP Lead: Chelsea Cameron

   E-mail: chelsea.cameron@adm.idaho.gov

   Fax: 208-327-7320

5. This completed document **MUST** be received no later than **November 18, 2015** at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted**.

6. DO **NOT** return this document to the Offeror (Vendor).

7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

Section I. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

1. During what time period did the vendor provide these services for your business?

Month:_____ Year:_____ to Month:_____ Year:_____

1. What was your approximate annual spend on your contract with the proposing company?

2. If you contracted with the proposing company as a full-line catalog supplier, was your annual spend in excess of $10M?

   Yes _____ No _____

3. Which of the following did the proposing company supply to you?

Approximate Annual Spend	
Full-line catalog of laboratory equipment and supplies	_____ $_____
Plasticware	_____ $_____
Gloves	_____ $_____
Microscopes	_____ $_____

Section II. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	**Score**
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

*Circle **ONE** number for each of the following numbered items:*

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the ease of placing orders with this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section III. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

Section IV. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference	Date
Print Name	Title
Phone Number	
E-mail address	

ATTACHEMENT G: PUBLIC AGENCY CLAUSE

RFP16000231 Laboratory Equipment and Supplies

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the Offeror and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES_____ NO_____

Name of Offeror:_____

ATTACHMENTS H-Y: Lead State and Additional Participating States' Terms and Conditions

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

C.L. "BUTCH" OTTER
Governor
ROBERT L. GEDDES
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
http://purchasing.idaho.gov

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"	BUYER: Chelsea Cameron RFP Lead] SEALED BID FOR: Laboratory Equipment and Supplies BID NUMBER: RFP16000231 CLOSES: ~~November 18, 2015~~-December 3, 2015

Send your sealed bid package via USPS to:
Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

FedEx, UPS or other Couriers/Hand Deliver:
Division of Purchasing
650 West State Street B-15
Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: RFP16000231 **BID Title:** Laboratory Equipment and Supplies

BIDDER/OFFEROR (Company Name) VWR International, LLC

ADDRESS 100 Matsonford Road, Ste. 200

CITY, ST, ZIP Radnor, PA 19087-8660

PHONE: (610) 386-1700 FAX: (484) 881-5697 FEIN: 91-1319190

E-Mail contracts@vwr.com

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE, AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.

Original Signature (Manually Signed in Ink or Electronic Signature)

December 2, 2015
Date

Manuel Brocke-Benz
Printed Name

President and CEO
Title

State of Idaho, Department of Administration
Division of Purchasing

In conjunction with

NASPO ValuePoint

Amendment 1
RFP16000231 Laboratory Equipment and Supplies

Posted to IPRO November 16, 2015

State of Idaho RFP16000231 is amended as follows (*please note that you must sign and return a copy of this Amendment Acknowledgement* ***with your proposal submittal,*** *acknowledging that you have received and read the Amendment, or your proposal may be found non-responsive):*

Post answers to questions submitted
Revised RFP document
Revised Signature Page
Change closing date
Amendment Acknowledgement form

I acknowledge that I have received and read this amendment and that failure to return a signed copy of this Amendment Acknowledgement with my proposal submittal may result in my proposal being found non-responsive.

Name of Offeror: VWR International, LLC

Signature of Authorized Agent:

Printed Name: Manuel Brocke-Benz

Date: December 2, 2015

VWR
We Enable Science

December 2, 2015

Ms. Chelsea Cameron
The State of Idaho, Division of Purchasing

RE: Idaho Solicitation Number RFP16000231 Laboratory Equipment and Supplies

Dear Ms. Cameron:

On behalf of VWR International, LLC ("VWR") I am pleased to submit this offer in response to Idaho Solicitation RFP16000231. In this cover letter VWR will address several requirements of the solicitation RFP16000231. (6.2)

VWR International, LLC is a limited liability company, incorporated in Delaware, with corporate offices located at 100 Matsonford Road, Suite 200, Radnor, PA 19087. VWR's federal tax identification number is 91-1319190, and this is the EIN registered in the iPRO system. VWR is an entity with the legal right to contract on behalf of this offer. (6.2.1)

Customer Care Contact information for VWR is: (6.2)

Phone: (877) 881-1196
Fax: (610) 728-2283
Email: government_customerservice@vwr.com

VWR accepts and is willing to comply with the requirements of the above referenced RFP and attachments, including but not limited to, the State of Idaho Standard Contract Terms and Conditions contained in the referenced RFP's Attachment A and Attachment G. (6.2.2)

VWR understands and agrees that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States, when executing Participating Addendums. (6.2.3)

VWR complies with all affirmative action and equal employment regulations. (6.2.4)

VWR has employed only associates that work solely for VWR and has not paid nor will pay, any consideration, contingent upon the award of this contract. VWR understands that with any breach or violation of this term, the State has the right to annul the contract, without liability or, in its discretion, to deduct from the contract price, the amount of any such fee or contingency. (6.2.5)

VWR staff responsible for writing our proposal: (6.2.6)

Lewis McMillan
Megan King
Yvonne Garofalo
Lisa Klube

VWR affirms that is not currently suspended, debarred or otherwise excluded from federal or state procurement or non-procurement programs. VWR information is available and up to date on SAM. (6.2.7)

VWR affirms that this proposal will be firm and binding for 180 days from the proposal opening date. (6.2.8)

By submission of this proposal, VWR warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10. VWR affirms it does not knowingly or willfully employ persons who cannot legally work in this country; and makes every effort to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and VWR acknowledges that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract. (6.2.9)

VWR acknowledges that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledges the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions. (6.2.10)

VWR is bidding Band 1 through its offer and therefore is not required to make a declarative statement regarding regional coverage's for Bands 2-4. (6.2.11)

If you require additional clarification(s), or any questions regarding the information presented herein, please contact me directly by calling (678) 288-3099, or by writing me at Jay_Hexamer@vwr.com.

Sincerely,

Jay Hexamer
Vice President of Sales, Education & Medical Research, Healthcare, Government
VWR International, LLC

VWR
We Enable Science

Response to

STATE OF IDAHO

and

NASPO ValuePoint

RFP 16000231
Laboratory Equipment & Supplies

Thursday, December 3, 2015

800.932.5000
VWR.com

Lewis McMilian
Director, Government Business
Phone: 678-288-3150
Email: lewis_mcmillan@vwr.com

The State of Idaho
Division of Purchasing

In conjunction with

NASPO ValuePoint

Request for Proposals

Idaho Solicitation Number RFP16000231
Laboratory Equipment and Supplies

Revised November 13, 2015
~~October 6, 2015~~

Table of Contents

1 RFP ADMINISTRATIVE INFORMATION 8

2 NASPO VALUEPOINT SOLICITATION - General Information 9

3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW 11

4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS 12

5 PROPOSAL FORMAT, REVIEW AND EVALUATION 16

6 MANDATORY ADMINISTRATIVE REQUIREMENTS 17

7 BUSINESS INFORMATION 20

7.1 (ME) EXPERIENCE 20

7.2 (E) REFERENCES 21

7.3 (M) MINIMUM REQUIREMENTS 22

8 ORGANIZATION AND STAFFING 22

8.1 (M) KEY PERSONNEL 22

8.2 (ME) QUALIFICATIONS OF PERSONNEL 22

8.3 SUBCONTRACTORS 23

9. SCOPE OF WORK 23

9.1 (M) MANDATORY SPECIFICATIONS AND REQUIREMENTS 23

9.2 (M) ORDERING 24

9.3 MINIMUM ORDER 28

9.4 PACKAGING, DELIVERY, FUEL SURCHARGE 28

9.5 LATE DELIVERY AND FAILURE TO DELIVER 30

9.6 RETURN OF ITEMS 30

9.7 INVOICING 30

9.8 CUSTOMER ACCOUNT NUMBERS 30

9.9 STATE PURCHASING CARD 31

9.10 TRAINING 31

9.11 RECORDS MAINTENANCE and REPORTING REQUIREMENTS 31

9.12 CONTRACTOR INSURANCE REQUIREMENTS 31

9.13 CUSTOMER SERVICE AND SUPPORT 32

9.14 (E) SUSTAINABILITY 40

9.15 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE 42

9.16 COST 43

10 (M) ADDITONAL TERMS AND CONDITIONS 45

11 PROPOSAL EVALUATION 48

ATTACHMENT A – NASPO ValuePoint Master Agreement Terms and Conditions 50

ATTACHMENT G: PUBLIC AGENCY CLAUSE 73

EXECUTIVE SUMMARY

VWR appreciates the opportunity to outline the benefits of working with the State of Idaho, and cooperatively with any participating state governments, institutions of higher education, political subdivisions, the District of Columbia, and territories of the United States.

VWR understands that the objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential cooperative purchasing by other state and local government entities. VWR will enable the State of Idaho, and participating states to achieve this goal through our following key benefits:

- ✓ **Breadth of Scientific Product Portfolio**
- ✓ **Best Value Pricing and Terms**
- ✓ **Nationwide Account Coverage and Dedicated Customer Care**
- ✓ **Focus on Distribution excellence and Technology**

Value Beyond Price

Broad Product Portfolio - *We believe in the Power of Choice*

- Over 2 million products online at vwr.com
- Broad offering of PPE, chemicals, apparel, biological, equipment, instrumentation, filtration, glassware, apparatus for laboratories, and other agencies
- Healthcare product portfolio to meet needs of State & local public health agencies
- Crime scene and forensic product offering tailored to needs of state & local medical examiners, public safety, and law enforcement agencies
- Over 500,000 Antibodies searchable with Selector tool on vwr.com
- VWR Building Blocks Portal on vwr.com – Chemical structure search tool
- Broad Science Education portfolio for K-12, technical colleges, universities
- Comprehensive Laboratory Furniture product line – designed, delivered, and installed by VWR

Best Value Pricing & Terms – *We believe in the Power of Leverage*

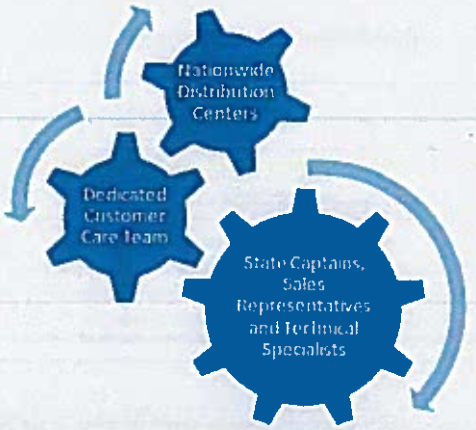
The State of Idaho, by leveraging the collective volume of many other participating states, will drive best value and more favorable pricing from VWR and its suppliers. We offer Idaho and participating states:

- Enhanced product discounts with 7-9% increased savings (based upon 12 months historical spend)
- Enhanced pricing on high volume consumables each year (as determined from prior year usage)
- Special (promotional) pricing from key suppliers
- No minimum order requirement
- Enhanced transportation terms with freight absorbed on standard ground shipments (including Alaska and Hawaii)
- Freight absorbed on non-cataloged product shipments
- No Hazardous Material fees or Fuel Surcharges
- Non-standard payment terms to meet statutory requirements, where required

Nationwide Account Coverage and Customer Care – *We believe in the Power of People.*

VWR is committed to providing the resources necessary to exceed the expectations of state and local government customers under a contract award. As such we will provide access to the following resources:

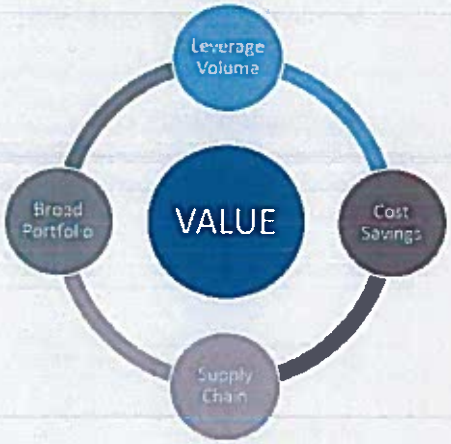
- Dedicated Contract Manager
- State Captains with access to sales representatives for each state
- Technical Specialists
- Dedicated Customer Care Team
- Nationwide Distribution Network
- Dedicated Government Contracts Team
- Dedicated Government Reporting Team
- Nationwide Customer Logistics Managers
- B2B Project Manager
- Executive Sponsors



Focus on Distribution Excellence and Technology – *We believe in the Power of Innovation*

For over 100 years, VWR has created innovative approaches to changing market dynamics, economic conditions, and customer expectations. We've kept our focus and investments squarely on distribution – maintaining the flexibility to add and remove manufacturers from our product offering without conflicts of interest from being "vertically integrated" into the manufacturing side of the industry.

- We are a nimble, customer-focused organization that offers cost savings through leveraged volume over a broad portfolio of products delivered through a state-of-the-art supply chain network. Our approach will enable the State of Idaho & NASPO ValuePoint to meet the stated goals of this RFP.
- We actively engage agency end-users and listen to their requests and concerns, then align our resources and technology to meet their goals and deliver better value.
- We strive for transparency with our government customers and offer price catalog files and reporting that provides the basis for strong audit tools to give you both visibility to spend history and insure contract compliance.
- We continuously invest in our state-of-the-art E-Commerce platform by adding features/content like "Click to Chat", updated product availability and order tracking information, better/best value product recommendations, end-user and agency level management controls and process workflow tools, customized shopping experiences, and Level 2 punch-out capabilities. These tools help end-users make better buying decisions.



VWR understands that in a multiple-award scenario, end-users have choices in where to purchase laboratory supplies. We have outlined in this Executive Summary and our RFP Response what we believe sets VWR apart as you consider which suppliers will provide best value in a contract award.

Sincerely,

Jay Hexamer

Jay Hexamer
Senior Vice-President of Sales; Education, Medical Research, Healthcare, Government

1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Laboratory Equipment and Supplies
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide a full-line catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States.
RFP Lead:	Chelsea Cameron, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 chelsea.cameron@adm.idaho.gov (208) 332-1607
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME. Submit electronically via IPRO:	Address for Courier 650 W. State St. Room B-15 Boise, ID 83720 Address for US Mail P.O. Box 83720 Boise, ID 83720-0075 Electronic Submission https://purchasing.idaho.gov/iprologin.html
Pre-Proposal Conference: Pre-Proposal Conference Location:	Tuesday, October 13, 2015 10:30 a.m. Mountain Time via Teleconference (call in number will be provided when you register for the Pre-Proposal conference)
Deadline To Receive Questions:	Tuesday, October 20, 2015 11:59:59 p.m. Mountain Time
RFP Closing Date:	*See* IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Contract and Renewals:	Three (3) years. Upon mutual agreement, the contract may be extended or amended. The total contract term, including all extensions, may not exceed five (5) years.

TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS WHICH MUST BE INCORPORATED IN YOUR BASE PRICE. OTHER STATES, INLCUDING IDAHO, WILL HAVE AN ADDITIONAL ADMINISTRATIVE FEE.

2 NASPO VALUEPOINT SOLICITATION - General Information

2.1 PURPOSE

The State of Idaho, Division of Purchasing (Lead State) is requesting proposals for laboratory equipment and supplies in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreement(s) with qualified Offerors to provide a full catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be three (3) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (**Attachment A**).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

2.2 LEAD STATE

The State of Idaho, Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000231. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the

resulting Master Agreement. The Lead State Contract Administrator designated by the State of Idaho, Division of Purchasing is:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State Street, B-15
Boise, ID 83720
chelsea.cameron@adm.idaho.gov
Phone: 208-332-1607 Fax: 208-327-7320

2.3 DEFINITIONS

The following definitions apply to this solicitation. **Attachment A** contains definitions of terms used in the NASPO ValuePoint Master Agreement terms and conditions.

Full-Line Catalog means the Offerors Price List is to include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

Lead State or State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

2.4 NASPO ValuePoint BACKGROUND INFORMATION

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have

requested to be named in this RFP as potential participating entities on the resulting Master Agreement: Arkansas, Hawaii, Louisiana, Maine, Montana, New Mexico, North Dakota, South Dakota, Tennessee, Utah and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Attachments H-Y**, or may be incorporated into the Participating Addendum after award.

2.6 ANTICIPATED USAGE

The resulting contract(s) is intended for use by NASPO members and will be used by various public (and qualified non-profit) entities throughout the United States (as well as the NASPO member territories). **Attachment B** contains the historical usage data from the previous contracts and anticipated usage from additional states who have indicated an interest in participating. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no minimum or maximum level of sales volume guaranteed or implied.

3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW

The State is requesting proposals on four (4) defined bands ("Bands") of laboratory equipment and supplies **(Attachment C)**, as follows:

Band 1	FULL-LINE CATALOG of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.
Band 2	Plasticware
Band 3	Gloves
Band 4	Microscopes

Offeror must certify that it can supply a full line of products for each Band for which it submits a response. Offerors will be required to provide pricing and related discounts for a full line of products within each Band Offeror responds to (subject to the unit price limit in **Section 3.3**, below).

Offerors responding to Band 1, Full-Line Catalog MUST accept orders from and extend contract prices to **all members of NASPO ValuePoint.**

Offerors responding to Bands 2 – 4 may elect to provide a response limited to a defined geographic region consisting of no less than one state (e.g. "Washington/Oregon/Idaho;" "Texas;" "Louisiana/Arkansas/Georgia/Alabama/Florida;" "Colorado and Wyoming;" etc.). Offerors must identify the geographic region and demonstrate ability to serve the area which they are proposing to serve.

3.1 ESTIMATED QUANTITIES

See Section 2.6, above, for historic usage. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no guarantee of any minimum usage.

3.2 ITEMS NOT INCLUDED IN THIS CONTRACT

The following items are NOT included in this RFP:
Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

Items costing in excess of $75,000, after discount, are excluded from the resulting contract.

NOTE: When executing a Participating Addendum, all parties are bound by the $75,000/item upper limit. A Participating State may establish a lower limit; however, any language included in a Participating Addendum purporting to increase this amount; or any other attempt to order an item off of the resulting contract which exceeds the unit price limit, will be void.

3.3 BACK-ORDERS

Contractor will take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Ordering Entities' facilities.

3.4 ADDITIONS TO THE CONTRACT

New items may be included as they become available (when added to Contractor's catalog) during the term of the Contract, after obtaining the approval of the NASPO Contract Administrator, as specified in this RFP, and in accordance with the provisions of the resulting contract.

Minor related services, such as hazardous waste pick-up/removal of Contractor's items; product recycling; etc. may be added to the Contract, after obtaining the approval of the NASPO Contract Administrator.

3.5 EFFECT ON OTHER LABORATORY EQUIPMENT AND SUPPLY CONTRACTS

Many Ordering Entities have current laboratory equipment and supply contracts which they may utilize as an alternate to the contract resulting from this RFP, which may affect the frequency of use of the resulting contract (s).

In addition, ordering of items that may be available through other current state or cooperative contracts may be subject to the provisions of individual state statutes and guidelines which govern the use of multiple contracts for the same commodities.

In Idaho, contracts which pre-date those resulting from this RFP for the same products will be utilized by Idaho State agencies as the primary contract for those same products, for so long as those contracts remain in effect.

4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

4.1 RFP QUESTION AND ANSWER PROCESS

This solicitation is issued by the State of Idaho Division of Purchasing via IPRO (https://purchasing.idaho.gov/iprologin.html). The Division of Purchasing is the only contact for

this solicitation. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of the Offeror to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State St., Room B-15
P.O. Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
E-mail: chelsea.cameron@adm.idaho.gov

Questions relating to this RFP must be submitted in writing to the RFP Lead, by the date and time noted above in order to be considered.

Written questions must be submitted using Attachment E, Offeror Questions. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions, found at http://purchasing.idaho.gov/terms_and_conditions.html or the NASPO ValuePoint Terms and Conditions included as **Attachment A**, must also be submitted in writing, using Attachment D, Offeror Questions, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;

3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

4.2 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at the location and time indicated in **Section 1**, page 1 of this RFP. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call in number.

Those choosing to participate by phone must pre-register via e-mail to Chelsea Cameron chelsea.cameron@adm.idaho.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register by Friday, October 9, 2015. Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participant's own expense.

4.3 PROPOSAL DUE DATE

Proposals must be received by the Closing Date and time as described in the IPRO header document ("End Date"). Proposals received after the closing date and time will not be accepted.

4.4 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interest of potential Participating States. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf .)

4.5 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Lead State in accordance with the Lead State Procurement Code, available at http://purchasing.idaho.gov/idaho_code.html.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in **Attachment A**.

4.6 FIRM OFFERS

Responses to this RFP, including Offerors proposed Price List, will be considered firm for one-hundred-eighty (180) days after the proposal opening date.

4.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf)

4.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete

submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

4.9 PROPOSAL SUBMISSION INSTRUCTIONS

4.9.1 Submission of Proposals

Proposals may be submitted manually or electronically. Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at http://purchasing.idaho.gov/ipro.html . When submitting through IPRO, enter your "Total Cost" in IPRO as "$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.

If submitting via IPRO, be advised that that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

4.9.2 Manually Submitted Proposals

The proposals must be addressed to the RFP Lead and clearly marked "TECHNICAL PROPOSAL – RFP16000231 Laboratory Equipment and Supplies."

Each proposal must be submitted in one (1) original with seven (7) copies of the Technical Proposal, one (1) original and one (1) copy of the Cost Proposal as well as one (1) copy of Offerors latest Catalog.

Offerors submitting manually must also submit one (1) electronic copy of the proposal, one (1) electronic copy of the Price List and one (1) copy of the Catalog on CD or USB device. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 5.2.6, below) of all trade secret information which was removed or blacked out in the redacted copy.

Your Proposal must be sealed, and identified as "**RFP16000231 Laboratory Equipment and Supplies.**"

The Cost Proposal must be separately sealed, identified as **"Cost Proposal – RFP16000231 Laboratory Equipment and Supplies."**

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

5 PROPOSAL FORMAT, REVIEW AND EVALUATION

5.1 EVALUATION CODES

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

5.2 INTITIAL REVIEW OF PROPOSALS

5.2.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M)**. Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

5.2.2 The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an **(M) or (ME)**. All proposals which are determined to be responsive will continue in the evaluation process outlined in **Section 11**.

5.2.3 Right to Waive Minor Irregularities

Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M or ME requirement.

5.2.4 Proposal Format

5.2.4.1 Table of Contents. Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

5.2.4.2 Format. Proposals should follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings

used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

5.2.5 Ownership or Disposition of Proposals and other Materials submitted

All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.

5.2.6 Confidential or Proprietary Information

Paragraph 28 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf describes trade secrets to "*include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.*" In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state's procurement personnel to determine the precise text/material subject to the notation.

6 MANDATORY ADMINISTRATIVE REQUIREMENTS

6.1 (M) SIGNATURE PAGE

All submitted proposals must be submitted with a state supplied signature page, located on the IPRO solicitation page as an attachment. Manually submitted proposals must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive).** Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.

VWR acknowledges the requirements and agrees.

By submitting your proposal electronically through IPRO, you are acknowledging compliance with all requirements contained in the Signature Page.

6.2 (M) COVER LETTER

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

6.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

* If submitting via IPRO be certain the FEIN in IPRO is the same as the one in your cover letter and on your signature page.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html; Attachment G), NASPO ValuePoint Standard Terms and Conditions (Attachment A).

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.3. A statement indicating the Offeror's understanding that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States, when executing Participating Addendums.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.4 A statement of the Offeror's compliance with affirmative action and equal employment regulations.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.5 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the

contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.6 A statement naming the firms and/or staff responsible for writing the proposal.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: http://sam.gov.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.8 A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.9 A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.2.11 A statement identifying the geographic region or "all NASPO" if bidding on Bands 2-4.

VWR acknowledges all requirements of Section 6.2 and agrees.

6.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

VWR acknowledges the requirements and agrees to comply.

7 BUSINESS INFORMATION

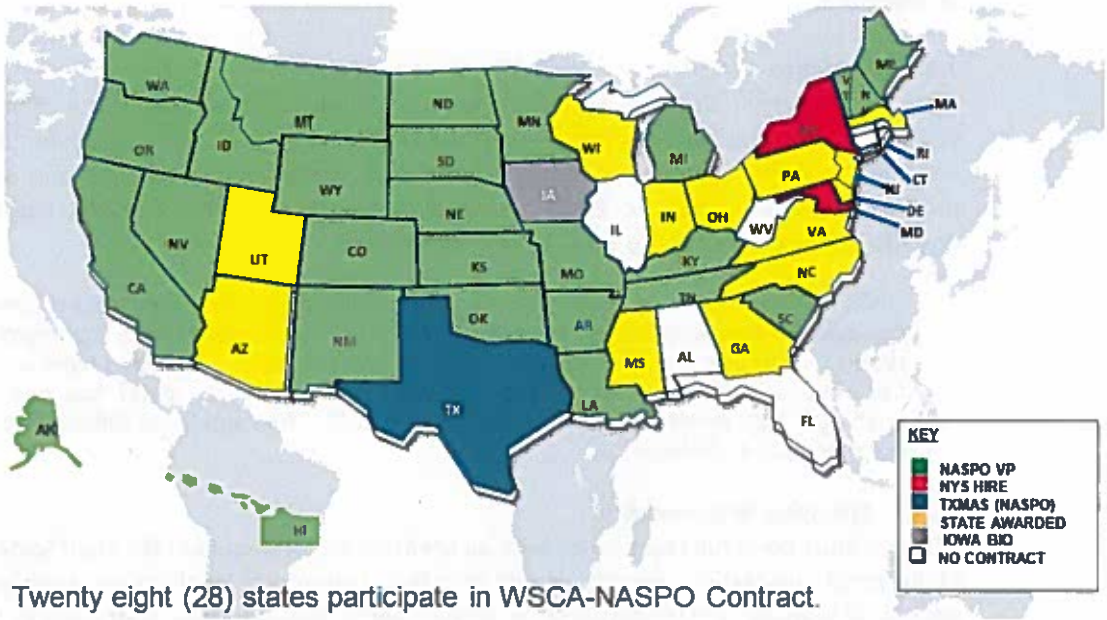
7.1 (ME) EXPERIENCE

Describe in detail your knowledge and experience in providing goods and services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

VWR has been a contractor for laboratory supplies and equipment through NASPO (first through the State of Arkansas, and later through the State of Idaho) for the past ten (10) years. In that time, VWR has served state and municipal agencies and departments that use laboratory products across the United States. We regularly meet with customers to discuss their organizational needs, and the specific needs of their end users, along with understanding and aligning with their goals and objectives. Under the current, and expiring, agreement, VWR serves over 28 states and their political sub-divisions, and has approximately 40% market share of the total spend. We have been actively engaged in communicating the value of the NASPO ValuePoint agreement to non-participating states. In the past year we have worked to bring the State of Nebraska into the agreement. We have also had meetings at a state level to present the value of the NASPO ValuePoint agreement to Ohio, Maryland, and New Jersey.

VWR constantly strives to better serve the states where we are a contractor. Over the past two years, we've worked with our reseller partners to help the States of Massachusetts, Texas, and New York meet their diversity supplier goals. We've introduced web-based order process workflow tools within the State Public Health Department Laboratory in Montana, which has significantly enhanced their purchasing processes. We're helping Michigan consolidate some of their term contracts, and reduce administrative burden, while other states are achieving the same objectives by sourcing non-catalog laboratory instruments through our agreement. Already a major supplier to universities and colleges, we have expanded our healthcare product offering to capture more of the requirements of the public health agencies (i.e., HIV rapid screening test kits and other diagnostic tests). We recently reached agreement with a major forensic product supplier to expand our product offering of crime scene and forensic laboratory supplies and equipment. In 2015 VWR has worked with Delaware, Kentucky, and Oklahoma to support major statewide eProcurement initiatives. We are introducing new content to vwr.com that makes it easier for state and local government customers to determine how to purchase laboratory products from VWR – enhanced contract content, key contact listings (by state), and tools that will make it easier to join an awarded state contract.

At VWR, we value our working relationships at the state and local procurement, and agency level. We believe our performance and commitment to this market segment is second to none. Below is a nationwide map that indicates where we currently have statewide contractual relationships.



Twenty eight (28) states participate in WSCA-NASPO Contract.

In addition to our general experience to perform under any contract award, VWR also offers the State of Idaho and NASPO a full-line of laboratory products, so that purchases can be consolidated from multiple suppliers and manufacturers. Detailed information about VWR's broad product portfolio is attached in Exhibit A – Product Portfolio.

7.2 (E) REFERENCES

Offerors will be scored on a minimum of three (3) completed reference questionnaires. ***See* Attachment F.**

7.2.1 (E) For Band 1: Full-Line Catalog suppliers: Use the attached Reference Questionnaire (**Attachment F**) to provide three professional references from customers for which you hold a contract with an annual volume of at least $10M.

VWR acknowledges the requirements and agrees. As of 12/1/2015, four (4) customer references have been submitted. Each of the customer's hold contracts with VWR equal to, or greater than, $10M in annual scientific products sales.

7.2.2 (E) For all other bands (2 – 4): Submit three professional references using the attached questionnaire (**Attachment F**) from customers for which you hold a contract which includes the named Band.

VWR acknowledges the requirements and agrees. We are submitting per the requirements for Band 1.

7.3 (M) MINIMUM REQUIREMENTS

Restate each subsection followed by a statement confirming compliance and providing additional information documenting that you meet the minimum requirement, as appropriate.

7.3.1 Experience

Offeror must have been in business for a minimum of three years providing Laboratory Equipment and Supplies on a state, regional or nationwide basis, and must demonstrate that it has specific public sector experience. Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

VWR acknowledges the requirements and confirms compliance with this requirement. VWR has been in business for well over 100 years and is global full-service distributor of scientific products with over $4.3B in annual sales of these products. We have been a contractor for the State of Idaho and NASPO for the past five (5) years. VWR has nationwide sales coverage, with distribution centers across the U.S. For additional information, please see our response in Section 7.1.

7.3.2 Licensing Requirements

Offerors must be in full compliance with all licensing requirements in the Lead State at the time of Proposal submission. Specific states or other authorized Participating Entities may have additional licensing and/or certification requirements that would be addressed in Participating Addenda.

VWR acknowledges the requirements and confirms compliance with this requirement.

7.3.3 Contractor Single Point of Contact.

All Offerors must include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement.

VWR acknowledges the requirements and confirms compliance with this requirement. The single point of contact for the State of Idaho with regards to any award is Lewis McMillan. See Exhibit B, Key Personnel & Resources for detailed information.

8 ORGANIZATION AND STAFFING

8.1 (M) KEY PERSONNEL

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this contract, to include all pertinent contact information.

VWR acknowledges the requirements and confirms compliance with this requirement. Please see personnel listing in Exhibit B, Key Personnel & Resources.

8.2 (ME) QUALIFICATIONS OF PERSONNEL

Provide resumes for employees who will be managing and/or directly providing services under the contract. For positions that are not filled, a position description (including requisite

qualifications/experience) should be provided.

VWR acknowledges the requirements and confirms compliance with this requirement. Please see personnel listing in Exhibit B, Key Personnel & Resources.

8.3 SUBCONTRACTORS

Describe the extent to which subcontractors will be used to comply with contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

Please see VWR's Small and Diverse Supplier Proposal incorporated in our RFP response as Exhibit C.

9. SCOPE OF WORK

9.1 (M) MANDATORY SPECIFICATIONS AND REQUIREMENTS

9.1.1 Estimates of Use

The quantities listed in **Attachment B** are based on the historical dollar value of both of the current NASPO ValuePoint cooperative contracts for lab equipment and supplies. These are provided as a guide for estimates of use only and are not guarantees of quantities to be purchased through the resulting Contract(s). The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NASPO ValuePoint estimates that the annual spend for all states indicating an Intent to Participate could approximate $75M annually; however NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.

VWR acknowledges and agrees.

9.1.2 Customer Service Representatives

Offerors must designate a Contract Manager, as specified in Section 7.3.3; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.

VWR acknowledges the requirements and confirms compliance with this requirement. Please see personnel listing in Exhibit B, Key Personnel & Resources.

9.1.3 Silence of Specifications

The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.

VWR acknowledges and agrees.

9.2 (M) ORDERING

Contractor must establish and maintain a toll free phone number as well as an Internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor must establish a wait time to place an order of less than 3 minutes.

VWR acknowledges and agrees.VWR monitors customer wait times and has established a nationwide service level goal for this metric across all Customer Call Centers. Our goal is to answer 81% of all calls within 30 seconds. Our Customer Call Centers are currently exceeding this metric and answering between 83-84% of all calls within 30 seconds.

Contractor must maintain a web site, accessible by both the Ordering Entity and the Division of Purchasing, for the resulting contract.

VWR acknowledges the requirements and acknowledges that its website (vwr.com) currently and fully meets these requirements. We have provided this access for the State of Idaho and the ordering entities during the current, and expiring, agreement. See additional detailed information regarding VWR's web ordering capabilities in Section 9.13.8.

The web site, at a minimum, must:

8.2.1 Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.

VWR acknowledges the requirements and acknowledges that its website currently and fully meets the requirements.

8.2.2 Provide List Price, Discount information and Contract Pricing for the Ordering Entity (which may vary based on an individual state's Administrative Fee).

VWR acknowledges the requirements and acknowledges that its website currently and fully meets the requirements.

8.2.3 Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information.

VWR acknowledges the requirements and acknowledges that its website currently and fully meets the requirements. VWR is committed to providing a safe and secure ecommerce experience. That is why we use great care in evaluating the systems used to provide our advanced eBusiness services. All links to customer information require Secure Socket Layer technology (SSL). From the start of the checkout phase to logout, SSL technology secretly encodes information that is transmitted between a customer's computer and VWR's advanced eBusiness service.

To protect information used in Internet transactions, such as registering with VWR.COM or placing orders on VWR.COM, VWR uses the following information security techniques and methods:

- ✓ *Confidential data (such as credit card numbers and passwords): All confidential data collected and stored through the VWR e-commerce service is stored as cipher text (using either DES, Triple DES or RC4) behind a firewall in secured databases.*
- ✓ *Database Servers: Due to established security methods and procedures, third parties cannot directly access VWR's Database servers, which are used to store sensitive customer information.*

- ✓ *Customer Authentication: Prior to customers initiating the "checkout" process, they are required to enter a username and password. If there is a failure to properly authenticate, customers cannot see or use any web pages within the checkout or account update functions.*

- ✓ *VWR.COM Authentication: Prior to establishing a secure connection with VWR, customer's browsers will check the digital certificate of the VWR.COM web site to ensure the identity of the VWR.COM e-commerce server.*

- ✓ *Secure Connection: When customers visit a VWR.COM secured web site, the customer's browser and VWR.COM's web servers automatically create an SSL secured connection. At such time, the customer's browser will display a lock (or key) icon on the status bar. Customers may double click on the closed lock (or key) to see information regarding the VWR.COM digital certificate.*

- ✓ *Data Encryption: When customers place an order, access their account information or any other sensitive data, a 128-bit SSL encryption system is automatically activated to protect the transmission of information from unauthorized sources.*

Credit Card information stored for use by VWR.com users is masked (e.g. XXXX-XXXX-XXXX-1234) after initial entry and is maintained behind a double firewall within a separate database, server and network. All stored web credit card information is encrypted on the web. Credit card information is not stored in any other locations on the web sites. In addition, real-time credit card pre-authorization is done at the time of order submission via secure private network connections.

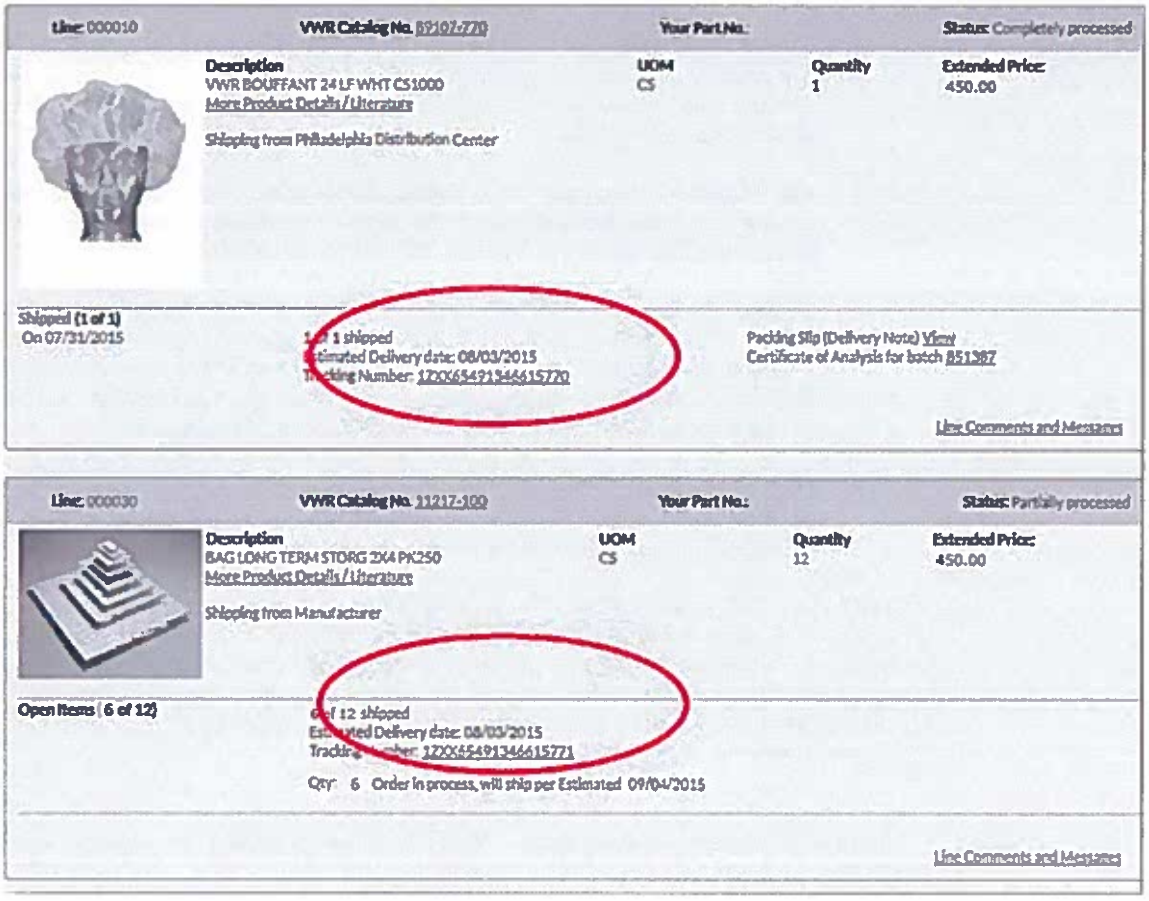
VWR conducts regularly scheduled security assessments and audits from leaders in the Information Security Marketplace. VWR continually strives to improve its' systems and procedures based on audit and assessment recommendations. To further illustrate VWR's commitment to Information Security and Customer Privacy, VWR has launched an internal Information Security practice, chartered to research and apply information security "best practices".

8.2.4 Provide tracking/status information after an order is submitted.

VWR acknowledges the requirements and acknowledges that its website currently and fully meets the requirements.

VWR is committed to providing a "best in class" customer experience. We understand that most inbound calls to our Customer Care Centers are placed to obtain order status information. To that end, VWR has worked with its suppliers to enhance the quantity and quality of information we gather to support visibility to order status. Working with our suppliers, our technology teams have created integration standards and other processes that enable the following:

- ✓ *Enhanced shipping confirmation*
- ✓ *Proactive order status notifications*
- ✓ *Expansion of stock visibility*
- ✓ *Real-time shipping information with updated delivery information*
- ✓ *Tracking information*
- ✓ *Visibility and access to invoices*
- ✓ *Visibility and access to Certificates of Analysis*



8.2.5 Maintain a database for each Participating Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that placed the order.

VWR acknowledges the requirements and acknowledges that its enterprise systems fully meet the requirements. VWR runs on SAP! Our customer, ordering, and product master databases allow us to create and manage unique data elements that track the ordering history of each Participating Entity. From this information, VWR is able to generate the required quarterly sales reports required by an award. We have been providing quarterly usage reports to the State of Idaho, participating states, and NASPO for the past five (5) years. We have also provided numerous ad hoc reports, and audit reports for various purposes during the term of the expiring agreement.

8.2.6 Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips.

VWR acknowledges the requirements and acknowledges that its website and other VWR developed customer tools enable us to fully meet the requirements. Launching before the end of 2015, VWR will provide state-specific contract access information on vwr.com. Along with the contract access information will be detailed instructions on how to create a web profile to access contract pricing, how to request access to a contract, as well as provide updated VWR contact information to a "State Captain", as well as any contractual key personnel (i.e., State of Idaho/NASPO ValuePoint Contract Owner for VWR). VWR has developed step-by-step instructions for end-users to follow in order to create a web profile in vwr.com, and register for access to any contract pricing. In addition, VWR provides end-users with access to a 24 hour Helpdesk for help with vwr.com.

8.2.7 Provide contact information for ordering, billing, credit, service and other complaints/issues.

VWR acknowledges and agrees. Please see personnel listing in Exhibit B, Key Personnel & Resources. VWR will also develop and implement a "splash page" for each participating state in order to provide end-users with the contact information for key personnel supporting any agreement.

Example of a "Splash Page"

8.2.8 Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.

VWR acknowledges and agrees. Please see personnel listing in Exhibit B, Key Personnel & Resources for specific information related to the personnel supporting any agreement.

9.3 MINIMUM ORDER

Contractor may establish a *minimum* order quantity no greater than $50 per order, under which it may assess delivery charges. Orders in excess of the minimum order quantity will be delivered FOB Destination, inside delivery, to the location identified by the Ordering Entity.

For orders totaling less than $50 per order, or Offeror's stated Minimum Order Quantity, whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement.

Ordering Entities will be encouraged to consolidate orders on a weekly basis, where practical; and to consolidate orders for hazardous chemicals, in order to minimize hazardous materials fees.

VWR acknowledges and agrees.

VWR will not require any minimum order quantities or amounts in order to receive free freight on standard ground shipments. VWR wishes the evaluation committee to note that under the current, and expiring, agreement VWR did not implement any minimum order requirement for the ordering entities.

9.4 PACKAGING, DELIVERY, FUEL SURCHARGE

9.4.1 Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for Band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.

VWR acknowledges and agrees to comply with these requirements for shipments from its warehouses. VWR agrees to communicate product availability and estimated delivery at the time of order, and to provide recommendations for alternate products if any item(s) is unavailable.

9.4.2 Delivery charges will not apply to orders that are in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

VWR acknowledges and agrees. As noted in 9.3, VWR does not require any minimum order quantities or amounts.

9.4.3 Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated.

VWR acknowledges and agrees.

9.4.4 If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.

VWR acknowledges and agrees. Any additional charges for items ordered will be noted at the time of checkout through VWR.com, before the customer submits their order.

9.4.5 Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.

VWR acknowledges and agrees to comply with this requirement.

9.4.6 Any products offered with an applicable shelf life must be date stamped (including gloves).

VWR acknowledges and agrees to comply with this requirement.

9.4.7 Ordering entities requesting special handling (FedEx, NextDay, etc.) of orders may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

VWR acknowledges and agrees to comply with this requirement. We note that this requirement is consistent with the current, and expiring, agreement.

1.1.1 9.4.8 Remote ordering entities which do not regularly receive service from FedEx, UPS or other common courier services may be required by the Contractor to pay additional freight charges, if any, associated with delivery to the remote location, not to exceed the carrier's *additional* actual freight charges associated with delivery to the remote location. In the alternative, the ordering entity may arrange for an alternate delivery site for which the Contract cost includes all delivery charges.

VWR acknowledges and agrees to comply with this requirement. As an enhancement to our current, and expiring, agreement VWR will absorb transportation for orders shipped to Alaska and Hawaii.

9.4.9 If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP.

VWR acknowledges and agrees to comply with this requirement. VWR wishes the evaluation committee to note that under the current, and expiring, agreement VWR did not implement any fuel surcharges during the term of the agreement.

9.5 LATE DELIVERY AND FAILURE TO DELIVER

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Contractor's proposal, and in no event in excess of the limit specified in Section 9.4, above).

VWR acknowledges and agrees to comply with this requirement.

9.6 RETURN OF ITEMS

9.6.1 Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall inspected within three (3) business days and be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Ordering Entity must receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

VWR acknowledges and agrees to comply with this requirement.

9.6.2 Ordering Entity Error

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

VWR acknowledges and agrees to comply with this requirement. VWR wishes the evaluation committee to note that ordering entity errors account for 17-21% of all lines credited and under the current, and expiring, agreement we have absorbed the transportation expense of returns due to customer ordering error. Under any award, VWR will continue to absorb this expense.

9.7 INVOICING

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

VWR acknowledges and agrees to comply with this requirement.

9.8 CUSTOMER ACCOUNT NUMBERS

Contractor must establish unique customer/account identification numbers for use by each

individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

VWR acknowledges and agrees to comply with this requirement.

9.9 STATE PURCHASING CARD

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.

VWR acknowledges and agrees to comply with this requirement, where applicable. VWR also accepts American Express and "Ghost" cards.

9.10 TRAINING

Contractor must provide training to all Participating Entities upon request (no more than one, one (1) hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training must cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

VWR acknowledges and agrees to comply with this requirement. We agree to do this by the means recommended, or by on-site training by our field sales representatives where, and when applicable.

9.11 RECORDS MAINTENANCE and REPORTING REQUIREMENTS

9.11.1 Records Maintenance: Contractor must maintain books, records, documents and other evidence pertaining to this Master Agreement as detailed in Attachment A, Section 25.

VWR acknowledges and agrees to comply with this requirement.

9.11.2 Reporting Requirements: Contractor must provide summary and detailed usage reports as detailed in Attachment A, Section 27 and as required by individual states and Participating Entities.

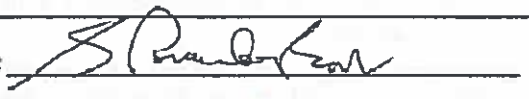
VWR acknowledges and agrees to comply with this requirement.

9.12 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

Confirm the following, by signature below:

Manuel Brocke-Benz **affirmatively states that it agrees to the mandatory (M) requirements in the Scope of Work Sections 9.1 – 9.12.**

Authorized Confirming Signature: 

Date: December 2, 2015

9.13 CUSTOMER SERVICE AND SUPPORT

9.13.1 (E) The State desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the products, as well as professional and timely response and resolution to any issues. Describe how you will meet these desirables.

We strive for operational excellence and efficiency in providing Customer Care. We have a highly specialized Government Customer Care Team that is trained to assist the State of Idaho and Participating States and their political subdivisions. This specialized team has established contracts, procedures and services to make your job easier. This team can be reached at (877) 881-1196 or by email at Government_CustomerService@vwr.com.

Technical Product Support:
VWR's Customer Care Experts (CCXs) are supported by manufacturer's technical specialists and VWR's own Technical Product Support Team to provide timely, expert assistance. VWR's Technical Product Support Team is available Monday through Friday, 8:30am – 8:00pm (EST), and can be reached by any of the following methods:

VWR.com:

E-mail: TechnicalProductSupportNA@vwr.com

Phone: 1-888-VWR-LINE (1-888-897-5463)

9.13.2 (E) Describe how you will effectively communicate with the State and the Ordering Entities.

Currently, VWR communicates with the State and ordering entities through individual email, group emails, phone meetings, field sales calls, and periodic business reviews. We will implement "splash pages" on vwr.com so that the State and ordering entities can receive important news when an end-user logs into their VWR profile. VWR has also participated in, and supported, vendor exhibitions and meetings held by state procurement organizations, national organizations (i.e. APHA, NASPO), and ordering entities (regional forensic shows) over the past two years. We will continue to invest our resources into supporting these valuable opportunities to communicate with government customers.

9.13.3 (E) Describe how you will assign staff to support the resulting Contract (i.e. technical staff, customer service representatives and regional/local sales representatives). Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Entities with utilizing any resulting Contract.

Please see personnel listing in Exhibit B, Key Personnel & Resources for specific information related to the personnel supporting any agreement, their locations and contact information.

9.13.4 (E) Describe how you will provide ongoing training to your staff assigned to support the resulting Contract as referenced in Section 9.10.

Please see personnel listing in Exhibit B, Key Personnel & Resources for specific information related to the personnel supporting any agreement, and the proposed contract-specific certification that VWR is proposing for the Dedicated Customer Care Expert Team.

- **Training**
  - Understand the contract requirements
  - Freight terms
  - Pricing structure
- **Map The Agency**
  - Targets the Public Health & Crime Labs
  - Documents Key contacts in each agency
  - Understand agency requirements
  - Understand agency B2B systems
- **Connect**
  - Participate in Monthly State Captain calls to share best practices
  - Organize call plans to maximize time in each agency
  - Report out specific best practices during the annual customer business review
- **Measure**
  - VWR team to complete a contract exam – pass/fail
  - Implementation Plan milestones achieved
  - Customer satisfaction surveys – positive ratings required with benchmarking
  - Any additional mutually developed metrics between VWR and NASPO ValuePoint

Certify & Measure Results

The VWR Customer Care Organization is committed to providing Customer Care Experts (CCX's) with ongoing training programs (a minimum of 16 hours/year) on systems, products, and customer care skill development, to ensure continuous improvement in the service we deliver to our customers daily. The Government Team CCX's are familiar with government requirements and serving government ordering entities. These CCX's are extensively trained on customer requirements as part of the customer on-boarding process. VWR Customer Care Supervisors utilize VWR's Quality Monitoring system to evaluate the quality of customer interactions and coach continuous improvement to ensure the highest satisfaction in customer experience.

9.13.5 (E) Describe your invoicing and credit processes and how these meet the requirements of this RFP. Describe the measures you have in place to insure that any billing issues are resolved to the Ordering Entity's and the State's satisfaction in a timely manner.

VWR offers customers a number of invoicing options including:

- *Paper Consolidated Billing – Available in a variety of layouts and formats*
- *E-Invoicing – A feature that provides secure access to your invoices from VWR.com. View, download, or print copies directly from our web site*
- *EDI Invoicing*
- *Traditional Paper Invoicing*
- *E-mail Invoicing – Adobe version of the Traditional Invoice delivered via e-mail*

In addition, VWR supports all major Credit Cards and Procurement Cards and provides Level III data feeds on a daily basis.

In regard to billing issues, customers may contact VWR's Dedicated Customer Care Team, or their VWR sales representative. The phone number for Customer Care appears on each paper invoice. Pricing and freight issues will be resolved by Customer Care, tax issues will be referred to the tax department. Return goods require an RGA (returned goods authorization) which can be obtained from Customer Care.

VWR is committed to resolve billing/invoice issues quickly and efficiently. In our past annual business reviews with the State of Idaho, we have provided a detailed analysis of credit memos issued. Over the past three years, credit memos account for between 2-3% of all lines, which has averaged between 100-120K lines/year. Customer ordering errors account for the largest single reason, and account for between 17-21% of all credit memo issued. VWR wishes the evaluation committee to note that VWR has absorbed the return freight on all customer ordering errors under the current, and expiring, agreement.

9.13.6 (E) Describe in detail the training which would be offered to Ordering Entities throughout the term of the resulting Contract.

VWR Sales Representatives are well versed on vwr.com, and are prepared to train ordering entities in how to use our website. VWR offers cost-free technical support and training services for all our web solutions, as well as an integration services team that works with customers to implement integrated ordering solutions. Help desk support for all solutions is available between 7:00am and 8:00pm ET in the US.

VWR's Integration Services provides support for customers wanting to interface an ERP/MRP or web procurement application with VWR's website. This team works with the customer's technology team to develop a scope of work, standard operating procedures and a complete order-to-cash review. VWR has standard implementation procedures in place for many applications and a variety of web standards are supported. An eBusiness sales and consulting team is available to provide rollout and ongoing training for web technology implementations, such as VWR.com and B2B integrations. A variety of hands-on and classroom-style training and training tools (user guides, quick-reference material) can be provided at no cost to ensure rapid user adoption.

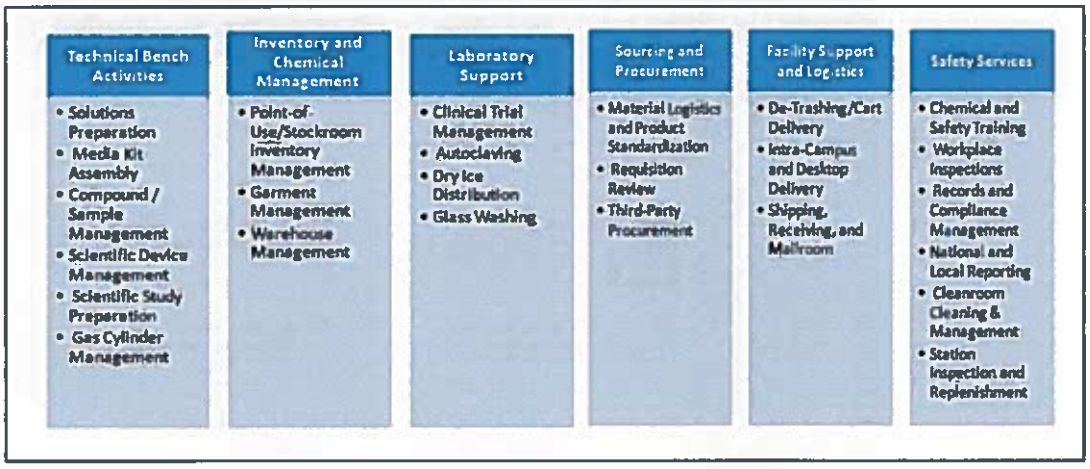
9.13.7 (E) Describe your experience providing technical services to state or other public entities of varying size and functionality, with regard to supplying lab equipment and supplies, including your experience with laboratory inventory management in various laboratory environments (e.g. University, hospital, veterinary, forensic, etc.).

Please see our response in Section 7.1, where VWR describes its general experience serving the needs of state and other public entities of varying size and functionality. Technical services and services that are ancillary to product distribution and available from VWR are:

*Vendor Managed Inventory solutions are delivered through our **VWR**CATALYST organization. VWR has developed global product and services capabilities with over 1000 on-site-service specialists worldwide and remains committed to delivering innovative approaches to inventory management and inventory control services to our customers.*

VWR considers Stockroom Management and Vendor Managed Inventory solutions as our core competence. In 2014, VWR implemented our new vendor managed inventory solution VSR+ within the public health laboratories in the State of Indiana. Our solutions are supported by software that allows access to the same powerful tools that VWR uses for inventory management and inventory control. VWR offers a comprehensive range of high quality, cost effective distribution and supply chain management services, including product procurement and distribution, just-in-time delivery, inventory management, electronic purchasing and product tracking services.

VWR can provide a full portfolio of services that support the laboratories we serve, in addition to the providing of products. An overview is attached below of services and processes that may be of value to the State of Idaho and participating members.



VWR also manages a team of Business Process Consultants (BPC's) that can conduct comprehensive process assessments designed to document customer specific ordering and inventory management requirements. This process assessment will allow VWR to deliver detailed recommendations on the inventory management solution that is right for an ordering entity. If desired, we can request a process assessment conducted by our BPC's in order to develop a comprehensive review of your exact requirements and business objectives.

9.13.8 (E) Describe how you will meet the requirements of Section 9.2, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the requirements contained in Section 9.2. Describe how your proposed website will enhance your customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; FAQ's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

For additional information related to our capabilities in addressing the requirements of this Section, please review our responses in Section 9.2.

Training related to VWR's Customer Care Experts, as well as our sales representatives is addressed in Exhibit B, Key Personnel & Resources.

Customer Care Experts (CCX) are extensively trained on customer requirements as part of the customer on-boarding process, as also described in Section 9.13.4. Customer calls will be answered quickly by a live, personable, VWR NA-based CCX (not voicemail). VWR maintains a Quality Monitoring Program to ensure consistent, high quality customer interaction. Our goal is to answer your call or 'Click to Chat' inquiry in 30 seconds or less. We measure our success against the "30 second" answer goal in each Call Center daily, and consistently achieve this.

VWR's website provides lots of useful tools for making the ordering process easier.

With VWR.com's 'My Account' tools, you can tailor your shopping sessions by configuring billing, shipping, ordering and personal preferences. You can designate default shipping addresses or configure e-mail notification options or speed the checkout process by storing cost centers, GL codes or PO numbers----the flexibility is there to support your internal accounting and business requirements.

In addition, VWR.com offers a variety of self-service options that allow you to check order status, track orders, view or download invoices or packing slips or print MSDS documents on the fly.

Please see our response in Section 9.7.2 and a sample splash page from vwr.com below:

VWR International has invested significantly into developing the best e-business solutions in our industry to support our customers and their requirements. We are committed to supporting each customer's business processes through the use of scalable electronic commerce solutions to increase efficiency, reduce costs, improve the overall buy/sell process, and increase service levels to customers and end-users.

Our investments in technology improvements has allowed VWR to focus on improving enriched product data, web-site content, an expanded marketplace of products, enhanced ordering-placement and tracking tools—all wrapped in an intuitive web site: VWR.com.

VWR e-business Solutions

VWR offers a variety of e-business solutions, including expanded marketplace and system integration options. VWR will work with NASPO to implement the best solutions based on your requirements.

VWR offers several e-procurement solutions including:

- Direct Ordering via VWR.com – VWR.com offers robust product searching and cross-reference capabilities, as well as many unique features that help streamline the ordering process.
- MarketSource – All of the features of our website with expanded suppliers and products (non-core supplier catalogs) make MarketSource a one-stop shopping solution for laboratory and life science. The MarketSource program can even support one-time spot-buy purchasing and is a great option for customers looking to reduce costs via stream-lined order processing and vendor consolidation.
- Business-to-Business Integration Services – Our B2B services team has worked to implement solutions that support a variety of ERP and e-procurement applications.
  - VWR has implemented many types of B2B solutions for customers including Ariba, Perfect Commerce/Perfect Commerce, SAP and SciQuest SelectSite. VWR supports punchout (website integration) and electronic ordering and acknowledgements for these and many other solutions.

More About VWR.com

In addition to access to thousands of products in our on-line catalog, VWR.com also offers a variety of features to help customers find and order products, store preferences and access helpful on-line information such as packing slips, invoices and status of orders. Features include:

- Contract Pricing – Customers can view their agreed-upon contract pricing
- Product Inventory Availability - Whether the product is shipping from a VWR warehouse or from one of our supplier partners, we'll let you know and provide an estimated shipping date.
- Customized Product Catalogs – Can be used to feature best-buy, stockroom products to steer cost savings and value across a company user community.
- Personal Shopping Lists – Each VWR.com user can create an unlimited number of personal "hot" lists or order templates for frequently purchased products. If enabled, VWR.com can also track your frequent purchases in a handy re-order form.
- Flexible & Accurate Searching – No matter how you search for information or products, the VWR.com search engine is there to support you with matching search results. Enter product descriptions, part numbers, CAS numbers, etc.
  - Molecular Search Engine – Use our handy search tool to draw and search by chemical structure/substructure.
  - Comparison Searching – Compare up to 4 products at once, side-by-side to make educated purchasing decision.
- Integrated Product Cross-Referencing – VWR.com allows you to browse or shop for products using any manufacturer or supplier part number. Simply enter the part number in the Search box or in Order Entry and the web site will automatically cross-reference the part number to a matching VWR part number (if available).
- Quotes Processing – Retrieve and process quotes on-line and process them as web orders.

- Antibody Configurator – Find the antibodies you need quickly with our handy configurator tool.
- Click-to-Chat Support – Get on-line access to a customer care expert, product support specialist or web support technician for instant answers to questions—directly on the page you are viewing.
- Customized Welcome or Splash Pages – Tailor VWR.com for your user community by creating a welcome "splash" page containing order reminders, contact info and links to documents or site features.
- Purchase Order Acknowledgements & Ship Notices – VWR can provide automatic order acknowledgements & ship notices via e-mail for any order placed.
- Order Status/Tracking/History – Check on the status of any order—no matter how you placed it (web, phone, fax, etc.).
- On-Line Invoices and Packing Slips
- Third-Party Purchasing & Spot Buy Ordering Support – VWR supports a variety of options that allow you to use VWR.com as your marketplace for all vendors and products.
- Robust Product Content – Make educated product choices with our redesigned product pages where, depending on the product, display:
  - Organized tabs for ordering information, specifications & accessories
  - Links to related product literature
  - Product Images
  - Icons that offer visual depictions of key product attributes
  - Links to MSDS & product certificate info

Support for Your Purchasing & Settlement Requirements

VWR.com offers many configurable options to support your procure-to-pay requirements including:

- Multi-Level Approval Routing – Allows requisitions to be routed to a supervisor, buyer, procurement officer, etc. so orders can be reviewed and approved prior to submission.
- Accounting Data Pass-Through – VWR.com can support the transmission of accounting data (GL codes, cost centers, charge codes, etc.) that pass through to packing slips and invoices.
- Required Fields – Ensure reconciliation accuracy by hard-coding data or requiring mandatory field entry at checkout. You can even rename field labels to match accounting nomenclature.
- Spending Limit Support – Set spending limits for each user at the order, line or unit level.
- Support for a Variety of Purchase Methods:
  - Purchase Orders
  - Credit/Merchant Cards
  - Procurement Cards
  - Ghost Cards
- Product Blocking – Block products from purchase by vendor, commodity, etc., that may conflict with other statewide term contracts, may be "out of scope", may be prohibited by internal policies or statute.
- Company Administrator Capabilities – If desired, you can designate one or more users as company administrators for control over user configuration and site settings.

VWR will continue to invest in web technologies to meet your ongoing procurement needs and, ultimately, to improve the overall customer experience on the web.

B2B Integration Services at VWR

Many of our customers have invested in e-procurement applications or marketplaces—VWR International's Integration Services provides best-practice support for customers wanting to interface an ERP/MRP or web procurement application with VWR's website via punchout integration. The team works with customers to develop a scope of work, standard operating procedures and, if necessary, conduct a complete order-to-cash review. VWR can support global implementations and has standard operating and implementation procedures in place for many solutions including Ariba, SAP, Perfect Commerce, SciQuest, Oracle, PeopleSoft and many others.

To support B2B punch-out integrations, VWR also accepts a variety of electronic transactions (e.g. purchase orders, order acknowledgements, advance ship notices, invoices) via several different standards, including:

- Electronic Data Interchange (EDI)
- cXML
- xCBL

These scalable standards are recommended for use with most B2B integrations because they are easy to implement and support and help to "close the loop" of the order-to-cash process.

Web Site Support

VWR offers cost-free technical support for our e-business solutions, which includes both training services and help desk support. A variety of hands-on and classroom-style training and training tools (user guides, quick-reference material) can be provided to ensure rapid user adoption. Ongoing help desk support is available between 7:00am and 8:00pm EST in the US. VWR.com also offers click-to-chat support for questions about web ordering, products or order support.

9.14 (E) SUSTAINABILITY

Provide a comprehensive discussion of your company's corporate and local sustainability practices for the entire scope of Lab Supplies and Equipment offered in your proposal. Your response should include, but not be limited to: efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training. Where practicable, include numeric measures of progress made to meet established sustainability goals, objectives and targets.

Does your company have a recyclable products program (both for equipment and packaging)?

Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?

Overview of VWR Sustainability Initiatives

Customer Projects

- Pipet Tip Box Recycling Program: *From the Lab Bench to the Park Bench* has collected more than 54,000 lbs of material for recycling and has diverted over 300,000 tip boxes from the landfill, expanded from US to Canada and key accounts in the EU
- Garment Recycling Program: *Gown Up, Give Back* launched in November 2014 in the US, accepts all brands of disposable garments for recycling, portion of sales donated to VWR Foundation

Supply Chain Projects

- Environmentally Preferable Products (EPPs): New EPP information and search filter now on vwr.com for greater product transparency & customer reporting capabilities (EPP spend reports now available!)
- Supplier Sustainability Charter: Launched Charter to top Suppliers in North America and Europe to drive supply chain sustainability by communicating sustainability expectations – more than 185 Suppliers have committed

Internal Projects

- Visalia received LEED Silver certification (Leadership in Energy and Environmental Design) in 2013
- Retrofit projects completed in facilities around the world to reduce energy use
- 54 VWR sites certified to ISO 9001, 40 sites certified to ISO 14001 & 39 sites certified to OHSAS 18001
- Achieved overall 88% landfill diversion globally

Improved Transparency

- Published 3rd Annual Sustainability Report and 2nd GRI Sustainability Report
- Reported greenhouse gas emissions to the Carbon Disclosure Project- 3rd year in a row
- Sustainability website: www.vwr.com/sustainability

VWR

Sustainability at VWR: Balancing People, Planet and Performance

VWR International recognizes our state government customers' commitment to sustainability goals and supports their initiatives. We've developed a global sustainability policy that guides our short and long term plans.

VWR Sustainability Policy

At VWR, we are approaching sustainability to meet the three primary goals as defined by the UN World Commission on Environment and Development:

- *Social Impact (People) – Focusing on associate health, safety, wellness, development and training, as well as community engagement in the areas where we work and live.*
- *Environmental Protection (Planet) – Minimizing the use of resources, preventing pollution, and protecting ecosystem health.*
- *Economic Growth (Performance) – Driving growth of the company through*

Specifically, VWR supports our state government customer's sustainability goals as well through sustainability programs and promotions that include:

- ✓ *Pipet tip box and disposable garment recycling*
- ✓ *Engaging, impactful environmental campaigns*

- ✓ *Identifying environmentally preferable product alternatives by the green leaf on vwr.com. (Example of online product search below.)*

1-200 µL	Sterile	Yellow Tips	89079-460	Case of 9600 Pack of 960
10-100 µL	Nonsterile	Eppendorf® Style Tips	89079-462	Case of 9600 Pack of 960

- ✓ *Create filters for product searches on vwr.com for sustainable alternatives*
- ✓ *Developing custom spend reporting for environmentally preferable product purchases*
- ✓ *Driving resource efficiency internally through retrofit improvement projects and certifications (LEED, ISO 14001, and ENERGY STAR)*
- ✓ *Utilizing shipping boxes that contain a minimum of 40% recycled content and where all virgin fiber is Sustainable Forestry Initiative (SFI) certified*
- ✓ *Utilizing shipping box filler material that is recyclable or biodegradable*
- ✓ *Developing customer sustainability solutions to meet specific program needs (i.e., Commonwealth of Massachusetts Sustainability Initiative)*

Detailed information on sustainability at VWR can be found at vwr.com/sustainability.

VWR facilitates certain programs to recycle/trade-in products at their end-of-life. These programs are run through, and in conjunction with, our suppliers. For example, Eppendorf North America offers trade-in programs of both pipettors and microcentrifuges where the equipment is disposed of properly, or if still functional, is donated to local high schools.

9.15 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE

NASPO encourages the involvement of local businesses, as well as minority, women-owned and disadvantaged businesses. Describe any programs that your company currently has in place in support of these organizations; and whether and how the resulting contract would or could be incorporated into the program(s).

Please see VWR's Small and Diverse Supplier Proposal incorporated in our RFP response as Exhibit C or visit vwr.com/supplierdiversity.

We recognize that each state has different programs, goals, and initiatives to foster the growth and participation of local, small, and diverse businesses. In several states (i.e. New York, Massachusetts, and Texas) we have demonstrated our ability to successfully meet specific program objectives incorporated as contractual requirements. VWR has also demonstrated its willingness to utilize state certified small and diverse suppliers as dealers (subcontractors) within our current NASPO agreement where this is permitted by statute (TXMAS Program). Recently, we began meeting with director-level leadership within the supplier diversity offices of several states in an effort to begin mapping program initiatives across all states. We believe this will position VWR and its small and diverse suppliers to better support statewide program goals in the future through utilizing "best practices" from

other state. Through utilization of reciprocal certification programs in certain states, we are working to expand, and in some cases create, a pool of well qualified small and diverse suppliers that can serve as dealers for VWR's products.

VWR's Supplier Diversity policy encourages purchasing opportunities for small and diverse businesses in a manner that promotes awareness, builds strategic relationships, and develops successful and mutually beneficial partnerships. We take a shared approach towards helping small and diverse suppliers develop the necessary capabilities to showcase their talents, grow, and sustain their business. By working with small and diverse businesses, VWR supports job creation, and provides a variety of new opportunities for them to drive growth of their business and communities.

9.16 COST

9.16.1 (M) Price Lists and Catalogs

Provide one hard copy and one electronic copy of both your latest Catalog, as well as your currently effective, nationally published Price List. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog and Price List.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.2 (M) For Band 1, the State is interested in a **full line supplier of laboratory equipment and supplies which can provide its full line to ALL NASPO states**. The State reserves the right to reject a Proposal for Band 1 if that Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

VWR acknowledges and agrees.

9.16.3 (M) For Bands 2 – 4, the Offeror must offer a full line of laboratory equipment and/or supplies within the Band for which it provides a response. The State reserves the right to reject a Proposal for any Band for which an Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of evaluating the Band.

VWR acknowledges and is bidding Band 1 as a full line supplier.

9.16.4 (ME) Discounts: Submit discounts from your standard price list for THE ENTIRE SPECTRUM OF ITEMS OFFERED (all items in the catalog(s) and price lists for the Band to which you are responding). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code).

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.5 (E) Volume Discounts:
Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the Offeror. Extensions of additional discounts are not required but may be evaluated if offered.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.5.1 Cumulative Ordering Volume Discounts: Offerors are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Ordering Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the contract.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.5.2 Volume Discount for Minimum Order Quantity: Offeror is also invited to propose discounts for minimum order quantities. Ordering Entities may consolidate purchases in order to take advantage of any volume discount extended by Contractor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.6 (E) Additional Discounts: Indicate where any additional/separate discounts are available, based on large quantity purchases, etc. Additional discounts are not mandatory, but may be evaluated, if offered.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.7 (M) Discounts to Remain Firm or Greater: The percentage discount from the Contractor's submitted price schedule is not to decrease for all updates or revisions of Contractor's price schedule during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.8 (M) Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Ordering Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the Contract.

VWR acknowledges and agrees. Please see our Cost Proposal for additional information related to Section 9.16.5.

9.16.9 (M) Price Lists and Updates: After Contract award, Contractor must furnish a "hard copy" and/or an electronic copy (at State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy (Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Ordering Entities at no additional cost.

VWR acknowledges and agrees to comply with this requirement.

9.16.10 (M) Price List Access: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

VWR acknowledges and agrees to comply with this requirement.

10 (M) ADDITONAL TERMS AND CONDITIONS

10.1 ADDITIONAL MANUFACTURER DISCOUNTS

For contract items, the Contractor agrees to allow any particular Ordering Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Ordering Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Ordering Entity.

VWR acknowledges and agrees to comply with this requirement. Please see our Cost Proposal for additional information related to Section 9.16.5.

10.2 PRICE CHANGES

10.2.1 Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Ordering Entities.

VWR acknowledges and agrees to comply with this requirement.

10.2.2 All discounts offered must remain firm or higher during the term of the contract.

VWR acknowledges and agrees to comply with this requirement.

10.2.3 Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State.

VWR acknowledges and agrees to comply with this requirement.

10.3 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

VWR acknowledges and agrees to comply with this requirement.

10.4 CHANGE IN CONTRACTOR REPRESENTATIVE

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

VWR acknowledges and agrees to comply with this requirement.

10.5 TERMINATION

10.5.1 Termination of Contract

The Contract may be terminated by the State as provided in Attachment G, State's Standard Terms and Conditions, and as may otherwise be provided in this RFP.

VWR acknowledges and agrees.

10.5.2 Termination of Participating Addendum

Participating Addendums may be terminated by the Participating Entity for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract and/or the Addendum, and as otherwise designated in the Entity's Participating Addendum. There is no penalty or restriction upon the State, or Ordering Entity, in the event of cancellation due to lack of funding.

VWR acknowledges and agrees.

10.6 AVAILABLE FUNDS

Financial obligations of Ordering Entities are limited to the order(s) placed by the Ordering Entity, as well as on the Entity having available funds. Participating states incur no financial obligations or other liability on behalf of political subdivisions.

VWR acknowledges and agrees.

Confirm the following, by signature below:

Manuel Brocke-Benz **affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions**

Authorized Confirming Signature: _____

Date: December 2, 2015

11 PROPOSAL EVALUATION

11.1 TECHNICAL EVALUATION

11.1.1 The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.

11.1.2 The scores for the Technical Proposal will be normalized as follows: the Technical Proposal with the highest raw technical score will receive all available Technical Points 500. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula: 500 X raw score of the technical proposal being evaluated/highest raw technical score.

11.2 COST EVALUATION

11.2.1 For purposes of cost evaluation, discounts offered by Offeror pursuant to Section 9.17.4 et seq., above, will be applied to the Offeror's Price List, required by Section 9.17.1.

The items used for purposes of Cost evaluation will be a representative sample of items purchased by public entities utilizing the current WSCA and NASPO lab equipment and supplies contracts, from the four latest Quarterly Usage Reports received from the current contractors; as well as a representative sample of items commonly procured by public entities for laboratory use.

11.2.2 For purposes of proposal evaluation, the State will use a pricing structure based upon the packaging historically purchased. For example, if a majority of a particular item has been purchased by Packages of 12 each, the state will use the price of the Offeror's similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should a Offeror fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another Offeror as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.

Failure by a Offeror to indicate a discount percentage for an item in the Offeror's catalog or price list may be cause for rejection of the Offeror's offer or may be cause for the State to evaluate the item at the current catalog list price.

> Note: If the Offeror is not an authorized distributor for a particular item chosen for purposes of proposal evaluation, an "equal" product line may be chosen by the State for evaluation. Otherwise, the specified product line must be available. It is not the intent of this paragraph to allow a vendor to offer an "equal" item or product line if the item or product line chosen for evaluation is available.

ITEMS to be evaluated for Band 1 *may* include but are not limited to:

Chemicals, Acids, Alcohols, Solvents, Reagents, pH Supplies & Solutions, Clothing / Protective Equipment, Eye Protection, Gloves & Lab Apparel, Membrane Filters, Filters, Analyzers, Balances & Weighing equipment, Waterbaths, Cabinets, Incubators, Circulators, Burners, Centrifuges, Evaporators, Glassware products, Bottles, Vials, Microscope Slides, Pipettes & Pipette Tips, Cylinders, Hot Plates & Stirrers, Microscopes, pH Selective Ion Apparatus, Power Supplies, Refractometers, Shakers, Spectrophotometers, Thermometers, Water Purification Equipment, Bags, Cleaning Supplies, Corks, Filtration Products, Frame Rods, Clamps & Clamping Systems, Labeling Tape, Labels & Dispensers, Glass & Plastic Petri Dishes, Plastic-ware, Rubber Stoppers,

Sterilizers, Tubing, Brand Name Equivalent Products, Laboratory Media, Test Kits, BBL and DIFCO products as well as parts and accessories for the above equipment.

ITEMS to be evaluated for Bands 2 – 4 may include *any* items within the Band being evaluated, which are utilized by public entities for laboratory use (subject to the unit price limit of $75,000).

11.2.3 The Offeror with the lowest Total Cost (for a Band), based on the sum of the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Offerors within the same Band will receive a portion of the Total Cost Points based on the following formula: Lowest Total Cost for Band #/Other Offeror Total Cost for Band # x 500.

11.2.4 Once the Cost Points are calculated for each Band, the points will be totaled with the Technical Points, and the Proposals will be ranked by Total Points, by Band.

11.3 AWARD

Award will be made to the high point responsive responsible Offeror(s), by Band (1 – 4), in accordance with the Evaluation Method described above. The State may make multiple awards for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 4 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

EVALUATION CRITERIA

All responsive Proposals will be evaluated by a committee composed of representatives of the State and other NASPO states, using a point method of award using predetermined criteria for each ME and E item identified above. Once all responsive proposals have been evaluated and scored, by Band, the sealed Cost Proposals will be opened and scored, as detailed below. Some items will be weighted and may receive more points than other evaluated items in the same section. The detailed weighting information will not be made available until the evaluation process has been completed.

The maximum points for each evaluation category are:

7.1/7.2	Experience and References	75
8.2	Qualifications of Personnel	75
9.13	Customer Service and Support	300
9.14	Sustainability	25
9.15	Local Business Support	25
9.16	Cost	500
TOTAL POINTS		**1,000**

ATTACHMENT A – NASPO ValuePoint Master Agreement Terms and Conditions
June 2015
RFP16000231 Laboratory Equipment and Supplies

1. Master Agreement Order of Precedence
a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Statement of Work;
(5) The Solicitation; and
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions
Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing (if any). Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process (if specified in a Participating Addendum or Order) for ascertaining that the Product meets the standards set forth in the section titled Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form,

and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion

and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

~~All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and~~ Requests for price adjustments must be made at least thirty (30) days prior to the requested effective date, and must include sufficient documentation supporting the request. ~~Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.~~ Adjustments will not be considered more than once per contract year. Requests must be approved in writing by the Lead State in order to be effective. Retroactive price adjustments will not be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those

imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

Provisions governing packaging and delivery are specified in sections 9.5 through 9.7 of the Request for Proposal and sections 16 and 17 of the State of Idaho Standard Contract Terms and Conditions.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees ~~as well as any person or entity for which they may be liable~~, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from (i) breach by Contractor of the Master Agreement; or, (ii) negligent or wrongful act(s), error(s), or omission(s) of the Contractor, officers, directors, shareholders, agents, servants, ~~its~~ employees and representatives ~~or subcontractors or volunteers, at any tier~~, relating to the performance under the Master Agreement, provided, that this Section shall not obligate Contractor to indemnify any indemnified party for any portion of damages directly attributable to, and directly caused by, the negligence of an indemnified party.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below~~, with no deductible for each of the following categories~~:

(1) Commercial General Liability covering premises operations, independent contractors,

products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. ~~Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.~~ Contractor shall provide notice to Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides ~~that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and~~ for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State (or other Entity) as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, ~~the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.~~ Other Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state (or other entity).

e. Contractor shall furnish to the Lead State, ~~Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.~~ copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to

provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement's termination or, at the sole discretion of a Participating Entity, the termination of a Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any ~~Purchase~~ Order placed thereunder.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, ~~unlimited~~ license to publish, translate, reproduce, transfer with any sale of tangible media or Product, ~~modify, deliver,~~ perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). ~~The license shall be subject to any third-party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.~~ The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and

documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity,

indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant

awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4)

Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section Attachment B.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Acceptance

The Acceptance period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: ~~(a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation,~~ (~~b~~a) the Product is suitable for the ordinary purposes for ~~which such~~ Product is intended to be used~~,~~ ~~(c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment,~~ (~~d~~ b) the Product is designed and manufactured in a commercially reasonable manner, and (~~e~~ c) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. ~~System Failure or Damage~~ [RESERVED]

~~In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.~~

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to

control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data monthly to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

ATTACHMENT B – HISTORICAL DATA & ANTICIPATED USAGE

RFP16000231 Laboratory Equipment and Supplies

Sales Summary Lab Equipment and Supply Contracts

Calendar Year	Total
Total	$411,148,270
2003	$2,112,260
2004	$8,115,996
2005	$10,136,977
2006	$19,383,210
2007	$20,575,025
2008	$18,539,153
2009	$29,238,181
2010	$18,331,546
2011	$51,136,084
2012	$75,904,131
2013	$81,362,904
2014	$76,312,804

Anticipated Usage

Intent to Participates	
2015 Laboratory Equipment and Supplies	$60,444,548.82
State	**Est. Volume**
ARKANSAS	$1,220,630.16
HAWAII	$600,000.00
IDAHO	$2,000,000.00
LOUISIANA	$295,170.00
MAINE	$500,000.00
MONTANA	$32,000,000.00
NEW MEXICO	$1,400,000.00
NORTH DAKOTA	$180,750.00
SOUTH DAKOTA	$210,000.00
TENNESSEE	$11,865,137.66
UTAH	$8,106,511.00
WASHINGTON	$2,066,350.00

ATTACHMENT C – LABORATORY EQUIPMENT AND SUPPLIES BANDS

RFP16000231 Laboratory Equipment and Supplies

BAND 1 – FULL-LINE CATALOG

Full-line catalog of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

BAND 2 – PLASTICWARE (also referred to as Plastic Labware)

Disposable and Reusable

For applications in Microbiology, Histology, Biochemistry, Tissue Culture laboratories, as well as general laboratory use

Tissue culture labware (petri dishes, slides, other vessels), Beakers, bottles (round, square, wide/narrow mouth, amber, w/handles, specimen, wash, dispensing, polyethelene), carboys, containers, jars, burettes, cylinders, funnels, flasks, vials, cryogenic vials, cryogenic storage, test tubes, culture tubes, cuvettes, centrifuge tubes, microcentrifuge tubes, centrifuge bottles, transfer tubes, pipettes/tips, autoanalyzer sample cups, specimen cups, polymer weigh boats, dispensers, caps and liners, vented closures.

BAND 3 - GLOVES

Full product line of Disposable and Reusable gloves for laboratory use

Uses:

Available catalog of gloves must meet the needs of a wide variety of public entity settings, including, but not limited to: University laboratories; veterinary; forensics laboratories; state health departments and their associated laboratories; water and wastewater treatment facilities; DEQ (Department of Environmental Quality); Fish and Game; etc.

Catalog must include general examination gloves, as well as gloves capable of handling highly hazardous or aggressive chemicals; very hot/very cold materials (temperature resistant); and rough/sharp-edged objects (abrasion/cut resistant); all gloves must meet or exceed industry standards for intended use.

Materials:

Cotton

Natural Latex (variety of thickness ranging from 4 mil. to 30 mil.)
Playtex non-disposable
Vinyl
Butyl (smooth and rough finish)
Chloroprene
Neoprene
Tricot
Nylon
Nitrile (including lines that are textured; aloe-coated; powder-free)
Ploy vinyl Chloride (PVC)
Polyvinyl Alcohol (PVA)
Polyethelene (including elbow/shoulder length)
Viton
Silvershield/4H

Sizes:

Wide range of sizes must be offered, including size equivalent to womens' small/medium/large/xl; and mens' small/medium/large/xl

Catalog must include:

Sterile and non-sterile gloves
Lint/powder free gloves
Cotton-flock lined gloves
Double dipped/rubber-coated gloves
Dry box gloves
Clean room gloves
Cryo gloves
Autoclave gloves
Wide range of lengths must be offered, at a minimum from 11" up to Shoulder Length
Variety of Thickness (depending on glove material) to meet laboratory and other applications
Temperature resistant
Abrasion resistant
Cut resistant

This Band includes finger cots, glove liners, and glove dispensers

BAND 4 - MICROSCOPES

Full line of microscopes (within the $75,000 limit) including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

Student microscope
Monocular/Digital Compound Monocular microscopes
Binocular/Digital Compound Binocular microscopes
Trinocular Compound microscopes
Dual-View Binocular compound microscopes
Stereo/Digital stereo microscopes
Digital zoom microscopes
Digital Imaging Microscopes
Polarizing Microscopy Polarized Light microscopes
Inverted microscopes
Metallurgical microscopes
Gemological microscopes
Asbestos counting microscopes
Inspection system stereo microscopes/projector microscopes
Video & Digital, Stereo and compound microscopes with viewing screens
EPI-fluorescent microscopes (binocular/trinocular and inverted models)
Digital microscope cameras
Measuring microscopes
Electron microscopes

ATTACHMENT D – REPRESENTATIVE SAMPLE OF ITEMS

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

ATTACHMENT G: PUBLIC AGENCY CLAUSE

RFP16000231 Laboratory Equipment and Supplies

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the Offeror and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES X NO_____

Name of Offeror: VWR International, LLC

ATTACHMENTS H-Y: Lead State and Additional Participating States' Terms and Conditions

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

THE BROADEST SCIENTIFIC PRODUCTS PORTFOLIO IN THE INDUSTRY

VWR offers an exceptionally wide range of products, including chemicals, glassware, plastic ware, instruments and other laboratory equipment, protective clothing, laboratory furniture and science educational materials. We currently market more than two million products from a network of thousands of suppliers.

We are your one stop shop, but not a one size fits all company.

VWR provides the State of Idaho and participating states with an extensive portfolio of scientific products to give you the best choices and enable science. As a full service distributor, VWR has access to thousands of industry leading brands for Equipment and Instrumentation such as the key brands outlined below:

- Chemicals, Consumables and Equipment
- Everyday brands such as Corning, Thermo and GE Healthcare (Suppliers list)
- World's Largest Distributor of ThermoScientific Products
- Life Science Aggregation to allow traditional and new technology
- Largest Antibody Selection in the World
- Clinical Portfolio for diagnostic and research
- Exclusive Brands for access to the newest technologies
- VWR Collection to minimize cost and maximize usage
- Environmentally Preferred Products (EPP)
- Science Education products specific to teaching facilities
- Furniture and Casework for Renovation with no charge design service

➢ **Welcome Kits and New Lab Start-up Guide**

For a new researcher or a lab engaging in major new projects, VWR delivers unparalleled value to manage start up cost.

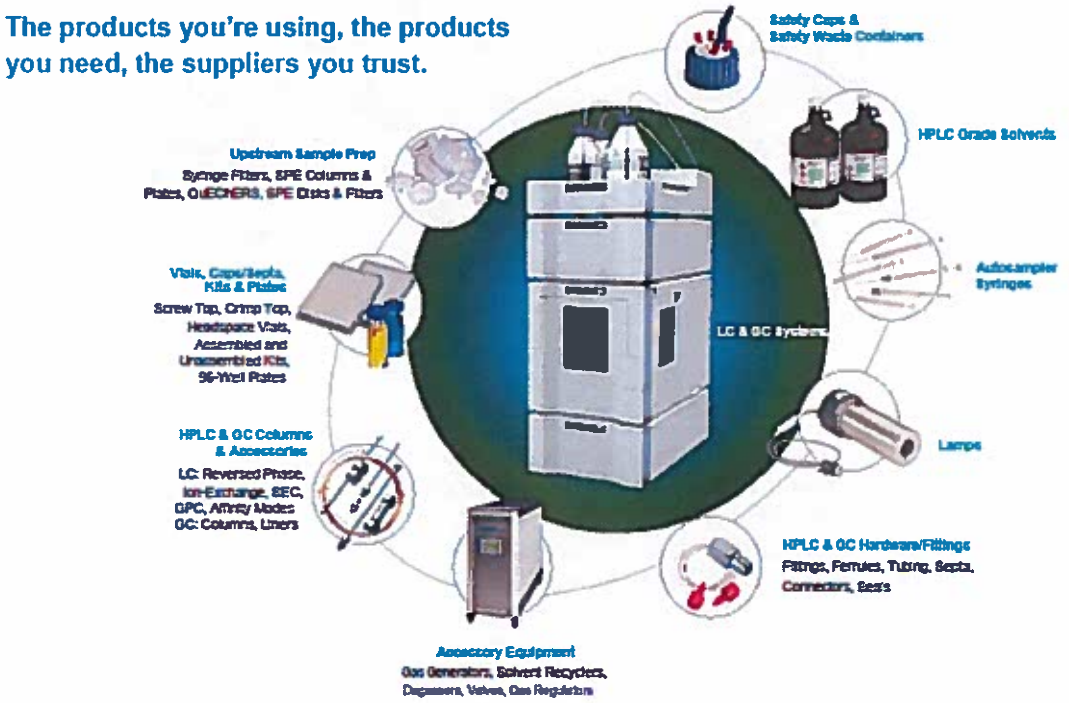
Industry Leading Concierge Style Service for Lab Start-ups:

- Hard Cost Savings through special promotions and bundles
- VWR Lab Set-up welcome package with robust sample program
- Consolidated shipments and order tracking services
- Dedicated Customer Care Expert for New Lab Start-ups

➢ Chromatography Portfolio

VWR International is a leading national distributor to offer a comprehensive portfolio of columns, media, solvents, and accessories for a variety of chromatography applications including flash, GC, HPLC and TLC. Supported by technical sales specialists and a technical hotline, VWR is the one-stop-shop for chromatography supplies. Our strong product portfolio includes high quality suppliers such as Agilent, Biotage, EMD Chemicals, Hamilton, JT Baker, Merck KGaA, National Scientific, Restek and Whatman.

VWR provides comprehensive information and services on instruments and consumables for a wide variety of chromatography techniques and applications to support your demanding requirements from research labs to production and manufacturing facilities.



THE VWR ADVANTAGE

- **Choice** – An extensive portfolio of chromatography products
  - Latest in chromatography technologies
  - Exclusive Lines
  - Leading Brands
  - VWR Collection
- **Support** – Chromatography Specialists to assist you in selecting the best products for your applications
- **Price Advantage** – By bundling purchases for multiple products and consolidating purchases throughout your facilities
- **Product Availability** – Distribution and Supply Chain Excellence
  - 7 Major Regional Distribution Centers
  - 7 Focused Customer Service Centers
  - Multiple Just-in-Time Locations
  - 5 North American Customer Service Centers
  - Fill Rate Accuracy: 99.88%
- **VWRCatalyst** – Supply Chain Management
  - Equipment and Instrument Services
  - Business Process Consulting

Click here

➢ Life Science Portfolio

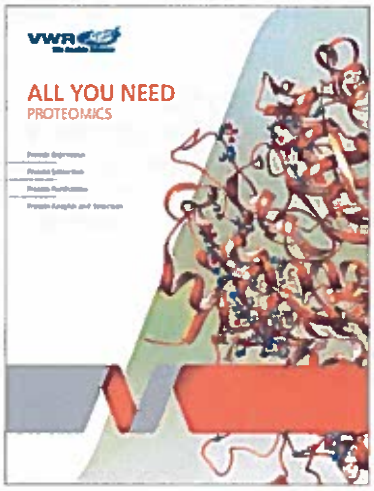
VWR is a global provider of a broad portfolio of life science reagents, consumables, kits, tools and services to the research laboratory, enabling researchers to improve the effectiveness of their research through quality, cost and greater efficiency.

The State of Idaho and participating members have come to appreciate VWR's selling organization supported by the VWR Representative, the VWR Life Science Specialist and Manufacturer Technical Reps. VWR's "Life Science Specialists" have advanced scientific degrees in molecular and cellular biology, microbiology, and neuroscience, to name a few. Their role is to assist in providing your research community with technical expertise in product selection to drive innovation and cost savings as identified with your institution.

Over the past several years, VWR has deployed capital on strategic acquisitions that permit us to meet the unique and evolving needs of our life science customers. The customization capabilities of the recently acquired AMRESCO, United Biochemical and Seradigm demonstrate our willingness to invest to better answer the changing reagent needs of the research community. VWR continually develops distribution partnerships with both traditional and developing technology manufacturers, such as New England BioLabs and Omega BioTek.

VWR's Life Science Portfolio

- Primary & Secondary Antibodies
- Media & Serum
- Antibiotics
- Cellular Assays & Elisa
- Transfection Reagents
- Nucleic Acid Purification Products
- PCR & qPCR Reagents
- Cloning Products
- DNA Storage
- Microarray
- Molecular Biology Reagents
- Proteomics Extraction & Purification
- Enzymes & Inhibitors-Labeling
- Biochemicals
- Media & Reference Organisms
- Peptones & Hydrolysates
- Electrophoresis Products (Horizontal & Vertical)



IgGy

VWR Life Science has created selector tools to help stream line and simplify researchers online inquires. Our antibody selector tool, fondly named IgGy, is an antibody selector guide with over a 100,000 antibodies that optimizes customer convenience by allowing a research to searchable by application, target, host and antigen. These dedicated life science E-business technologies, combined with the e-business expertise of VWR, allows easy integration to your ERP platform in addition to providing a positive shopping experience for your research community.

Healthcare Portfolio

As a full service distributor, VWR offers strong differentiation in the clinical space. Our Healthcare product portfolio meets the needs of many State and local public health agencies.

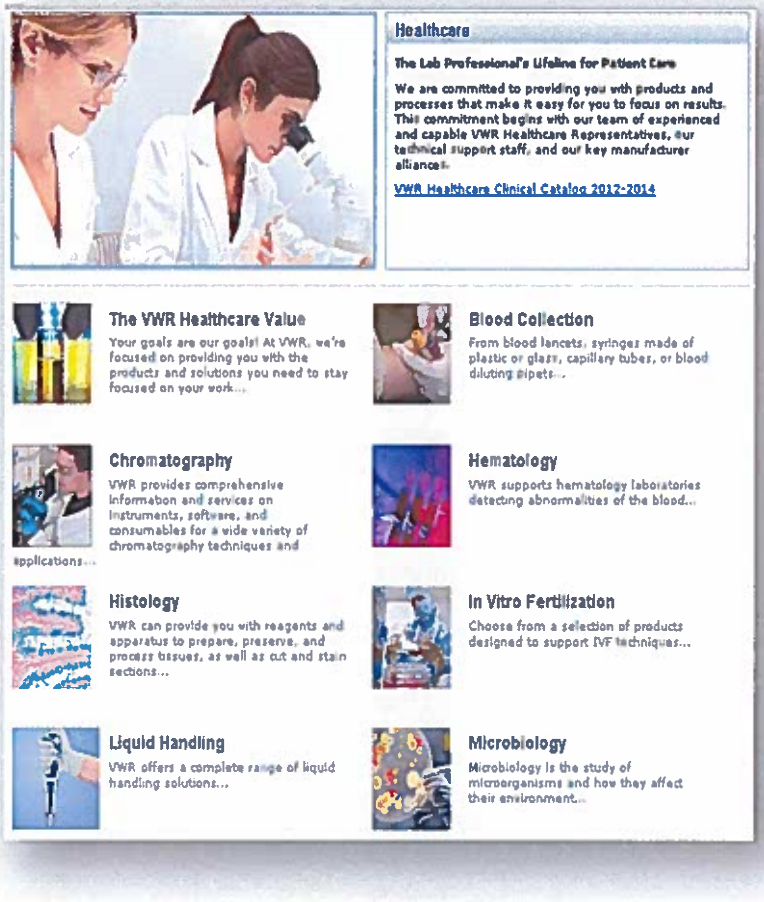
Key VWR Healthcare Product Categories

- Hematology/Blood Bank
- Consumables
- Microbiology
- Immunology/Serology
- Immunochemistry
- Phlebotomy/Sample Collection
- Chemicals
- Histology/Cytology
- Equipment & Instruments
- Molecular Diagnostics
- Analytical Chemistry
- Furniture Program & Planner

The source guide in the attachment below provides an overview of key brands offered through VWR that are typically found in Clinical Laboratories

Click here

VWR Healthcare Source Guide.pdf



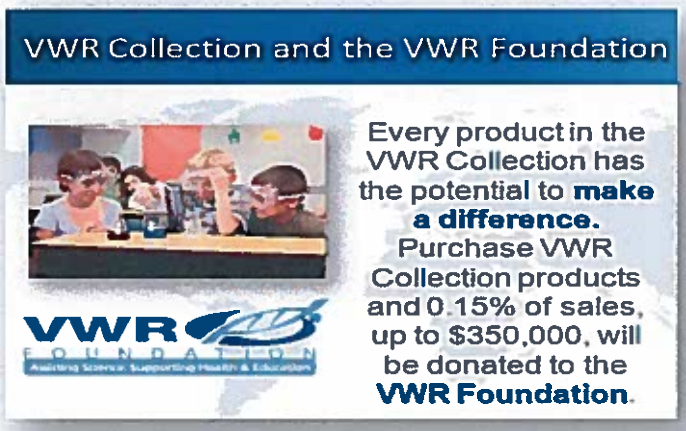
➢ **VWR Collection - Private Label**

The VWR Collection is an exclusive line of products that delivers the quality and value from VWR. The portfolio includes furniture, equipment, instruments and consumables, stocked at the highest service levels in the industry and designed to meet budget. They are supported by a minimum 2 year warranty.

Choices that Deliver. Products That Do More.

Each VWR Collection product goes through a thorough **5-Step process** that considers:

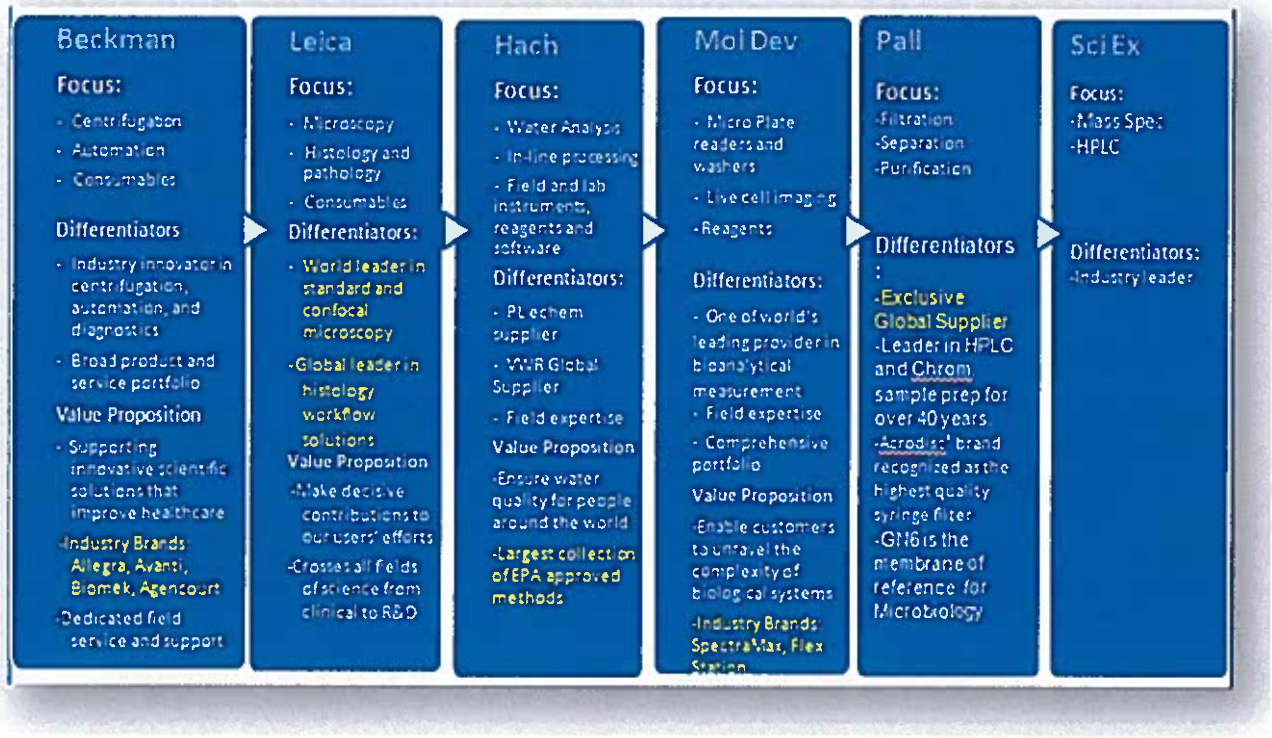
- A market opportunity assessment by reviewing and understanding customers' needs.
- A detailed product specification process.
- A thorough Regulatory, Quality and Operational review.
- A global approach to identifying qualified manufacturing partners complete with an audit and financial review.
- A product specification review and 3rd party testing.



VWR Collection sales also automatically give back to the community through the VWR Foundation which supports national education initiatives for science.

➢ Exclusive Manufacturers

While VWR is a global distributor of thousands of every day brands, we also have exclusive distribution access to many brands such as those below from the Danaher family.



VWR continuously expands our expansive list of **exclusive manufacturers.** These are noted in the attachment to the right (click on image to view complete document).

Click here

➢ Furniture Program

VWR's Furniture Specialist and Lab Designers are trained to assist the State of Idaho and participating members in designing the most efficient and effective configuration for the available space. VWR will provide complimentary engineering and design assistance to all designated facility personnel and/or end users.

Team Dedicated to Complete Furniture Solutions
VWR® supports our customers throughout every phase of furnishing a lab. Our team of experienced sales and support staff is dedicated to supplying original, innovative solutions – on time and within budget.

VWR Furniture Specialists
Working in coordination with the VWR sales representative, these factory-trained specialists help you select the most functional and cost-effective solutions for your lab. Specialists also oversee the design-to-install process.

The VWR Furniture Office is located in Irving, TX. This office includes Laboratory Design, Drafting and Quotations development personnel. All office personnel are dedicated to ensure accurate and effective administration from design to final installation.

A laboratory's typical tasks, required instruments, number of staff, and the infrastructure of the building, are some of the topics considered in designing and planning a laboratory. Insight into laboratory technician space requirements, fume hood location, and physical layout will be provided by VWR to ensure that the design process and scope definition becomes a joint project between the laboratory supervisor, facilities manager, and the laboratory personnel.

VWR's design capabilities are greatly enhanced by the use of latest CAD technology available. Our services include preparation of coordination drawings and working with an architect when necessary. Concept drawings, proposal drawings, shop/installation drawings, and complete materials listings are provided by VWR's Lab Design Department for proper project scope definition, as required.

VWR Redisship Program - Ready When You Are!

If you need essential lab furniture at a moment's notice, VWR® REDISHIP is your source. Our fast-track inventory program ensures delivery of top-quality furniture items in a matter of days versus months, helping you operate without interruption. In addition to the products listed above, VWR REDISHIP includes carts, tables, shelving, task lighting, and much more.

The Lab Designers work directly with the VWR Area Furniture Specialist and our clients to prepare CAD (AutoCAD) drawings and materials listings. Transfer of drawing files via E-mail offers immediate delivery of information to better service the State of Idaho and participating members' facilities personnel /researchers.

Through the use of laptop computers, iPad's, AutoCAD design software and a state-of-the-art quotation program, designed specifically for VWR's furniture program, in the field collaboration with your Area Furniture Specialist is available to create efficient laboratory designs. This on-site design service has become very common to ensure that the design process and scope definition is effectively communicated to all interested parties.

VWR will also be responsible for coordination of field measurements as well as the preparation of complete casework and materials listings for accurate order processing. Site reviews to identify working and field conditions are also coordinated by VWR.

VWR field sales reps are trained to review and handle small to medium size laboratory furniture requests. VWR Furniture Specialists are fully trained and have experience in all areas of the laboratory furniture business

Comprehensive planning for every kind of lab including complimentary planning and design
A closely monitored inventory of top-quality furniture and components

Complete project supervision from proposal through final installation with a local installer.

Furniture support team:

VWR Furniture Project Estimator
Members of this professionally trained team help you identify all applicable laboratory furniture requirements. Estimators value-engineer your project to meet budgetary needs and provide a comprehensive estimate of your project's cost.

VWR Furniture Design Specialists
Using the latest Computer Aided Design (CAD) software, our Design Specialists create plans to suit your specifications, maximizing available space while complying with all established safety guidelines.

VWR Furniture Project Coordinators
Once your lab is planned, a Project Coordinator will oversee every detail of your project from start to finish, managing ordering, shipping, and final installation.

VWR Furniture Installers
Our factory-trained Furniture Installers deliver quality installations on time. Their extensive experience and thorough knowledge of VWR furniture components assure a fast, trouble-free finish to your project.

➢ Science Education

Ward's Science provides innovative science supplies and services for teachers in all science disciplines. We focus on the details that make teachers' lives easier, so they have more time to inspire their students to connect with science and with the real world. With unique products that are developed by in-house scientists and former educators, standards-based activities organized to meet teachers' needs, cutting-edge digital science resources, and personalized technical support, Ward's Science provides teachers with the tools they need to turn science lessons into science connections. Whether you're looking for a unique live specimen for your classroom, a custom microscope slide preparation, or an activity kit built to your specifications, we can help you find a solution.

- Custom activity kits
- Custom biology specimens and preparations
- One-of-a-kind geology specimens and custom collections
- Custom microscope slides and more

RESOURCE PLAN

VWR offers the State of Idaho and NASPO ValuePoint members a comprehensive Resource Model including, but not limited to:

- ✓ Dedicated Contract Manager
- ✓ State Captains with access to sales representatives for each state
- ✓ Technical Specialists
- ✓ Dedicated Customer Care Team
- ✓ Dedicated Government Contracts Team
- ✓ Dedicated Government Reporting Team
- ✓ Nationwide Customer Logistics Managers
- ✓ B2B Project Manager
- ✓ Executive Sponsors

CONTRACT TRAINING - "NASPO ValuePoint Certification Program"- for Internal VWR Staff

VWR recognizes it's not enough to just provide resources – you must properly train staff to support the needs of government customers, and understand the requirements of a large, complex, agreement like the current State of Idaho/NASPO Cooperative Agreement. VWR offers a standardized process for certifying the VWR Sales Representatives and Customer Care Experts that call on the ordering entities. This Certification Program is mandatory for our internal VWR Sales Team, Customer Care Experts, Logistics Team, and Pricing Analysts. Web-based training modules are pre-recorded and available to VWR's internal account management team 24/7 for easy access and ongoing training.

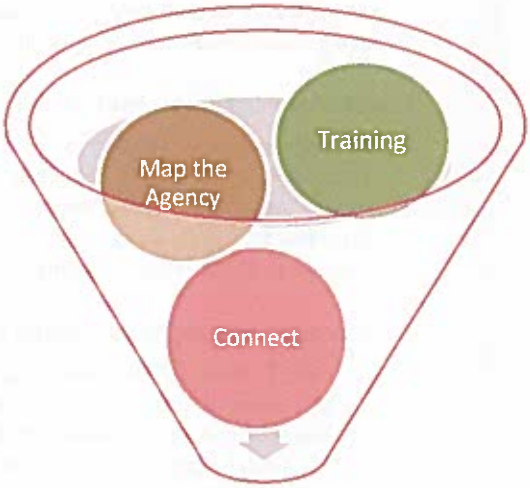
Below are key components of our program which could be further customized with your input and collaboration:

Training
- Understand the contract requirements
- Freight terms
- Pricing structure

Map The Agency
- Targets the Public Health & Crime Labs
- Documents Key contacts in each agency
- Understand agency requirements
- Understand agency B2B systems

Connect
- Participate in Monthly State Captain calls to share best practices
- Organize call plans to maximize time in each agency
- Report out specific best practices during the annual customer business review

Measure
- VWR team to complete a contract exam – pass/fail
- Implementation Plan milestones achieved
- Customer satisfaction surveys – positive ratings required with benchmarking
- Any additional mutually developed metrics between VWR and NASPO ValuePoint



Certify & Measure Results

Key Personnel

Dedicated Contract Manager

VWR will assign Lewis McMillan, Director of Business Development for State and Local Governments, as the dedicated contract manager for any agreement resulting from award of the RFP. Lewis has managed the contractual relationship with the State of Idaho, NASPO ValuePoint, and participating states for the past three years. Prior to that, he was responsible for all government sales as Director of Contract Administration for VWR. He has worked with VWR for over 25 years in a variety of leadership roles in sales, contracting, quotations, and pricing. Prior to joining VWR, Lewis was a scientific buyer for the University of North Carolina at Chapel Hill, and has work experience in state procurement. He holds a Masters degree from the University of North Carolina in Greensboro. He resides in Atlanta, Georgia and spends much of his time traveling to meet with state procurement officers and state laboratory directors.

State Captains

Over the past year, VWR has assigned to each state a senior sales representative, or regional sales director, to be the central point of contact for state ordering entities as they seek to access VWR's portfolio of products, technical specialists, and services. Because of the large number of field sales representatives throughout the U.S., we understand it can be difficult for a government customer to identify their sales representative. State Captains serve in a coordinating role for each state – a more "local" leader/point of contact that can assist the local ordering entities. State Captains also serve in a training capacity for the sales representatives in each state, and also keep the VWR organization advised of state initiatives and opportunities.

Sales Representatives

A Sales Representative is the "point person" that coordinates and drives all VWR activities and initiatives at ordering entities. From a day to day perspective, our sales representatives strive to provide government customers with the best overall service and value. Much of their sales time is focused on providing lab workers with cost saving solutions without compromising quality. This activity typically leads to lower costs and improved efficiency.

VWR Technical Specialists (Life Science, Chromatography, Science Education, Furniture, Product Solutions)

The technical sales position is responsible for the Technical Sales Support of their respective product portfolio. Specialists have a strong science background with advanced degrees in the areas relating to their specialty and have related laboratory research experience. They make regular agency visits and work extensively with the research community in higher education accounts to ensure the most effective and innovative products are being provided at the best cost possible.

Customer Care Experts –Dedicated Government Team

The VWR Customer Care Team responsible for the State of Idaho and participating states will be trained and familiar with the contract terms, agency requirements, and ordering processes for ordering entities. Whether it is handling phone calls or responding to emails, VWR Customer Care Experts are available to assist government customers in a timely, professional, and knowledgeable manner.

Additional Customer Care Support

- Click-to-Chat Support – Internet customers can gain on-line access to a customer service representative, product support specialist or web support technician for instant answers to questions—directly on the webpage they are viewing.
- VWR Technical Support Hotline- One source for all VWR product technical questions. Committed to real-time response and proven industry solutions
- Email: technicalproductsupportNA@vwr.com
- Phone: 1-888-VWR-LINE

Customer Contract Management – Dedicated Government Contracts Team
VWR staffs a dedicated Government Contracting Team to assist the Contract Manager with day-to-day inquiries and issues, as well as monitors compliance with the terms and conditions of this agreement. This team of professionals provides guidance and decision trees to the Contract Manager as he navigates day-to-day business needs that arise from participating states and their ordering entities.

Customer Reporting - Dedicated Government Reporting Team
Our Customer Reporting Team works closely with the Contracts Team and Contract Manager to measure and report out on key performance indicators for this agreement. This group is responsible for the accurate and timely submission of quarterly reports, and ad hoc requests from participating states. Their goal is to exceed the requirements established in the RFP, and any subsequent agreement.

Nationwide Customer Logistics Managers
The State of Idaho and participating states and their ordering entities will have access to VWR's Customer Logistics Managers throughout the term of any agreement. Customer Logistics Managers are strategically positioned around the country to assist customers and VWR Sales Representatives with operational challenges they may face while serving the needs of participating members of this agreement. Their goal is to utilize their experience to develop and propose solutions to any supply chain challenges a government customer may face – like poor service from a transportation carrier, managing special delivery or shipping requirements, etc.

B2B Project Manager
Our B2B Integration Services Project Manager provides support for government customers wanting to interface an ERP/MRP or web procurement application with VWR's systems. This team works with the customer's technology teams to develop a scope of work, standard operating procedures, and a review of order-to-payment processes. This Manager is the key point of contact for our state government customers that are implementing eProcurement initiatives.

Executive Sponsors
At VWR, the Executive Sponsors of an agreement support the government customers and the Contract Manager. They advocate for the Contract Manager in the event he needs additional internal resources to accomplish specific goals or requirements of any agreement, as well as serving as an executive point of contact for states in the unlikely event of any disputes. Executive Sponsors have access to all parts of the VWR organization – from finance and accounting, regulatory and operations, to C-suite executives.

KEY PERSONNEL

STATE OF IDAHO & NASPO VALUEPOINT				Solicitation Number RFP16000231
Function	**Name**	**Title**	**Phone Number**	**Email**
Primary Point of Contact	Lewis McMillan	Director, Business Development - State Government Markets	678-288-3150	lewis_mcmillan@vwr.com
Executive Sponsors	Jay Hexamer	Senior Vice President - E&MR, Healthcare & Government	678-288-3099	jay_hexamer@vwr.com
	Yvonne Garofalo	Vice President - E&MR, Healthcare & Government	770-539-2538	yvonne_garofalo@vwr.com
Contract Admin	Jeff Rhoades	Director, Contract Management	610-386-1297	jeff_rhoades@vwr.com
	Matthew Miles	Manager, Government Contracts and Operations	856-241-5743	matthew_miles@vwr.com
Reporting	Matthew Miles	Manager, Government Contracts	856-241-5743	matthew_miles@vwr.com
Admin Fee Payments	Edina Kovacs	Manager, Financial Accounting	610-386-1606	edina_kovacs@vwr.com
Customer Care	Lou Denison	Supervisor, Customer Care	630-425-1205	lou_denison@vwr.com
		Government Customer Care Support Team	877-881-1196	government_customerservice@vwr.com
B2B Integrations	Todd Olsen	Manager, B2B Integration	610-386-1283	todd_olsen@vwr.com
Customer Logistics	Kelly Volker	Manager, Customer Logistics - East	856-241-5798	kelly_volker@vwr.com
	Kay Patterson	Manager, Customer Logistics - West	951-840-5968	kay_patterson@vwr.com
	Jill Parkos	Manager, Customer Logistics - West	650-483-4241	jill_parkos@vwr.com
	Mark Buttrum	Manager, Customer Logistics - Central	630-425-1015	mark_buttrum@vwr.com
	Cathy Ibrahim	Manager, Customer Logistics - South	678-288-3181	cathy_ibrahim@vwr.com
Sustainability	Megan Maltenfort	Manager, Sustainability	610-386-1228	megan_maltenfort@vwr.com
Small & Diverse Suppliers	Wade Colclough	Director, Corporate Diversity	610-386-1634	wade_colclough@vwr.com
Accounts Receivables	Jeff Shank	Credit Liaison, Finance	404-316-7389	jeff_shank@vwr.com

STATE CAPTAINS

STATE OF IDAHO & NASPO

Solicitation Number
RFP16000231

State(s)	State Captain	Bio
AK, ID	Greg Coleman	Greg is a Healthcare Account Manager with VWR. He has been with VWR for 5 years, and in the market segment for 25 years. He resides in Spokane, WA.
AR, OK	Cassey Cloninger	Cassey is a Regional Sales Director with VWR. She has been with VWR for 5 years, and in the market segment for 18 years. She resides in Jonesboro, AR.
AZ	Tina Maki	Tina is a Sales Representative with VWR. She has been with VWR for 11 years, and in the market segment for 16 years. She resides in Gilbert, AZ.
CA, NV, HI	Neil Lynch	Neil is a Regional Sales Director with VWR. He has been with VWR for 26 years, and in the market segment for 26 years. He resides in San Francisco, CA.
CO, UT, WY	Kevin Scovel	Kevin is a Field Sales Manager with VWR. He has been with VWR for 32 years, and in the market segment for 33 years. He resides in Elizabeth, CO.
CT	Tom Matulis	Tom is a Senior Sales Representative with VWR. He has been with VWR for 32 years, and in the market segment for 37 years. He resides in Bristol, CT.
DE	Michele Cahoone	Michele is an Account Manager with VWR. She has been with VWR for 1 1/2 years, and in the market segment for 14 years. She resides in Glenolden, PA.
FL	Gustavo Galdo	Gustavo is a Senior Sales Representative with VWR. He has been with VWR for 6 years, and in the market segment for 8 years. He resides in Tallahassee, FL.
GA	Lewis McMillan	Lewis is a Business Development Director with VWR. He has been with VWR for 25 years, and in the market segment for 35 years. He resides in Suwanee, GA. He also serves as the Primary Point of Contact for the State of Idaho/NASPO ValuePoint Agreement.
IA	Adam Klaren	Adam is a Sales Representative with VWR. He has been with VWR for 3 years, and in the market segment for 3 years. He resides in Ankeny, IA.
IL	Zack Taake	Zack is a Sales Representative with VWR. He has been with VWR for 4 years, and in the market segment for 4 years. He resides in Champaign, IL.
IN, KY	Dawn Orr	Dawn is a Sales Representative with VWR. She has been with VWR for 3 1/2 years, and in the market segment for 19 years. She resides in Indianapolis, IN.
KS, MO, NE	Mike Fitzpatrick	Mike is a Regional Sales Director with VWR. He has been with VWR for 3 months, and in the market segment for 6 years. He resides in Chicago, IL.

STATE CAPTAINS

STATE OF IDAHO & NASPO

Solicitation Number
RFP16000231

State(s)	State Captain	Bio
LA	Walter Braud	Walter is a Field Sales Manager with VWR. He has been with VWR for 2 years, and in the market segment for 10 years. He resides in Port Allen, LA.
MA, NH	Glen Scott	Glen is a Sales Representative with VWR. He has been with VWR for 5 years, and in the market segment for 20 years. He resides in Scituate, MA.
MD, DC	Josh Lehman	Josh is a Sales Representative with VWR. He has been with VWR for 3 1/2 years, and in the market segment for 3 1/2 years. He resides in La Plata, MD.
ME, VT	Rick Guilmet	Rick is a Healthcare Account Manager with VWR. He has been with VWR for 16 years, and in the market segment for 37 years. He resides in Peabody, MA.
MI	Nina Cole	Nina is a Sales Representative with VWR. She has been with VWR for 5 years, and in the market segment for 8 years. She resides in Swartz Creek, MI.
MN, ND, SD	Sheryl Henning	Sheryl is a Sales Representative with VWR. She has been with VWR for 9 1/2 years, and in the market segment for 10 years. She resides in Clear Lake, MN.
MT	Terri Kollman	Terri is a Senior Sales Representative with VWR. She has been with VWR for 16 years, and in the market segment for 24 years. She resides in Missoula, MT.
NC	Lynn Moore	Lynn is a Regional Sales Director with VWR. She has been with VWR for 6 years, and in the market segment for 23 years. She resides in Raleigh, NC.
NJ	Chris Jalboot	Chris is a Field Sales Manager with VWR. He has been with VWR for 5 years, and in the market segment for 12 years. He resides in Telford, PA.
NM	Ricky Candelario	Ricky is a Senior Sales Representative with VWR. He has been with VWR for 15 years, and in the market segment for 21 years. He resides in New Mexico.
NY	Bill Fitzpatrick	Bill is an Account Manager with VWR. He has been with VWR for 6 years, and in the market segment for 6 years. He resides in Latham, NY.
OH	Jordan Foster	Jordan is a Sales Representative with VWR. He has been with VWR for 1 year, and in the market segment for 2 1/2 years. He resides in Cincinnati, OH.
OR	Kevin Alsip	Kevin is a Sales Representative with VWR. He has been with VWR for 2 years, and in the market segment for 2 years. He resides in Albany, NY.

STATE CAPTAINS

STATE OF IDAHO & NASPO

Solicitation Number
RFP16000231

State(s)	State Captain	Bio
PA	Mike Lesch	Mike is a Sales Representative with VWR. He has been with VWR for 5 years, and in the market segment for 5 years. He resides in West Chester, PA.
RI	Clifton Lopes	Clifton is a Sales Representative with VWR. He has been with VWR for 8 years, and in the market segment for 8 years. He resides in Acushnet, MA.
SC	John Herczogh	John is a Sales Representative with VWR. He has been with VWR for 7 years, and in the market segment for 7 years. He resides in Greenville, SC.
TN, MS	Tiffany Bell	Tiffany is a Major Accounts Manager with VWR. She has been with VWR for 8 years, and in the market segment for 10 years. She resides in Knoxville, TN.
TX	Dicki Murrell	Dickie is a Senior Sales Representative with VWR. She has been with VWR for 19 years, and in the market segment for 27 years. She resides in Cypress, TX.
VA	Amanda Smith	Amanda is a Senior Sales Representative with VWR. She has been with VWR for 4 years, and in the market segment for 9 years. She resides in Richmond, VA.
WA	Anycia Prukop	Anycia is a Regional Sales Director with VWR. She has been with VWR for 2 1/2 years, and in the market segment for 25 years. She resides in Seattle, WA.
WI	Ed Weir	Ed is a Senior Sales Representative with VWR. He has been with VWR for 18 years, and in the market segment for 28 years. He resides in Delafield, WI.

TECHNICAL SUPPORT SPECIALISTS

STATE OF IDAHO & NASPO VALUEPOINT

Solicitation Number RFP16000231

Technical Role	Name	Title/Territory
Controlled Environment Specialists	**Tari Helmers**	**Director of Sales, US**
	Megan Faile	AZ, NV, UT, CO, NM, SO CAL
	Dan Garofalo	AL,AR,FL,GA,LA,MS,NC,OK,SC,TN, TX,VA
	Jeff Melamed	PA,DC,DE,MD,NJ,WV
	Jon Pike	KS,MO,IA,WI,IL,MN,IN,MI,KY,OH
	Brian Nutt	NO CAL, WA,OR,ID,MT,WY,ND,SD,NE
	Colleene Kiley	CT,NY,MA,ME,NH,RI,VT
Production Chemical Specialists	**Michael Rush**	**Director, Production Chemicals**
	Danielle Frisch	NY, PA, NJ
	LeeAnn Nguyen	NC,SC,DE,MD,VA
	Joe Smith	GA,AL,FL,MS,LA,TN,TX,OK,KY
	John Vens	MI, OH, IN, IL
	Dave Wysocki	IA,KS,MN,MO,ND,SD.WI, NB, CO
	Open	West VA, WO
	Mark Bazzett	Southern CA, UT, NA
	Mike Tolke	WA, OR, ID, MT, Northern CA
	Jeff Stover	Southern CA, NM, AZ
	Kate Bassett	Northern CA
	Open	VT, MA, NH, ME, RI, CT
Chromatography Specialists	**Debra Sesholtz**	**Category Manager, Chromatography**
	Nathan Imus	AK, AZ, CA, CO, HI, ID, MT, ND, NM,NV, OR, SD, UT, WA, WY
	Nicole Olson	AL, AR, IA, IL, IN, KS, KY, LA,
	Tuan-Linh Nguyen	CT, DC, DE, FL, GA, MA, MD, ME, NC, NH, NJ, NY, PA, RI, SC, VA, VT

TECHNICAL SUPPORT SPECIALISTS

STATE OF IDAHO & NASPO VALUEPOINT

Solicitation Number
RFP16000231

Technical Role	Name	Title/Territory
Life Science Specialists	**Kathy Pankanin**	**VP – US Life Science Sales**
	Allison Hopkins	**Region Manager, East/SE**
	Brian Russo	Western - Central PA, Cleveland OH, WV
	Glen Rutherford	Upstate NY
	Heather Berman	New York City, Northern NJ
	Henry Lisoukov	Greater Boston
	Julia Isabelle	CT, parts of MA, New York
	Open	FL, GA, AL
	Cassie Buchheit	SC, NC, TN
	Victor Gagne	ME, NH, RI, parts of MA
	Greg Kulnis	**Field Sales Manager, East/Mid Atlantic**
	Joe Kelly	Eastern PA, DE
	Open	Direct Rep for OK,AR,LA,MS & parts of TX
	Michael Beirne	Western MD, Virginia
	Tim Harrast	DC Government Customers, Baltimore & Eastern MD
	Jamie McDonald	**Region Director, West**
	Jennifer Roque	Southern California & Arizona
	Open	Southern & Central TX
	Allison Doak	San Francisco - Peninsula
	Kathy Wahl	San Diego, CA, Hawaii
	Merrit Savener	San Francisco – East Bay & Reno NV
	Onyi Nacionales	Los Angeles & Las Vegas
	Jinsoo Joo	San Francisco & North Bay, NM
	Ryan Kloch	AZ, CO, UT, WY
	Svetlana Sowers	San Diego (EMR)
	Tony Stepan	WA, OR, MT, ID, AK
	Chris Loyet	**Field Sales Manager, Midwest**
	Kiara Donahoo	IN, MI, KY
	Lara Hildebrand	NE, IA, ND, SD,MN Western MO
	Open	IL, WI
	Open	KS, MO

TECHNICAL SUPPORT SPECIALISTS

STATE OF IDAHO & NASPO VALUEPOINT

Solicitation Number
RFP16000231

Technical Role	Name	Title/Territory
Furniture Specialists	**Ed Hensle**	**VP of Furniture**
	Dave Reid	Estimating and Design Manager
	Karrin McCasland	Operations Manager
	Sal Sebastiani	Estimating Supervisor
	Brian Shaffer	**Marketing and Category Management**
	Bob Ficaro	**Manager East Region**
	Brian Kirsch	New England & Albany, NY
	Gordon Bosler	Southern NJ, Western NY, and Eastern PA
	Charles (Bud) Wittmer	Northern OH, IN, Southeastern MI and Western PA
	George Kallias	Northern NJ, Eastern NY, CT
	Brian Schuler	DE, MD
	John Sedita	VA, DC, MD(NIH and Fed Govt Only), WV, KY, Southern OH
	David George	NC, SC, Eastern TN
	Vince Matthews	GA, MS, Middle TN, AL, Northern FL
	Miguel Alvarez	Southern Florida, PR, & Central America
	Brian Blackstock	**Manager West Region**
	Gary Myles	IL, WI, ND, SD, Western MI, MN
	Charlie Bacher	KS, MO, NorthWest AR, NE, IA, Western TN
	Jennifer Sebesta	South/Southeast and Central TX, Southern LA, Southern MS
	Dan Irwin	N/E TX, Northeast/Southern AR, Northern LA, Northern MS, OK
	Mike Rock	CO, WY, UT
	Mike Hussey	NM, AZ, Las Vegas NV, Western TX
	Brad Johnson	OR, WA, AK, Northern ID, MT
	Brennon Smith	Central CA, UT, Suthern ID, WY, HI
	Tom Martin	Northern California
	Bob Sherbondy	San Diego, Orange County, Los Angeles, CA

TECHNICAL SUPPORT SPECIALISTS

STATE OF IDAHO & NASPO VALUEPOINT — Solicitation Number RFP16000231

Technical Role	Name	Title/Territory
SciEd Specialists	**Jack Falkenhagen**	**VP Sales, SciEd**
	Mike Fiorvante	**Regional Business Director, East**
	Karol Stephens	GA, SC
	Michelle Kirk	South/Central FL
	Tim Butler	VA, MD
	Matt LaRocca	Upstate NY
	Jeff Grattan	New York City and Burroughs/ Long Island & N. to Kingston
	Michele Cahoone	Eastern PA, Southern NJ
	Kristen McGuire	Key Account Manager
	Yvonne Vivian	Key Account Manager
	Kalomira Kalaitzis	Key Account Manager
	Colbee Burris	**Regional Business Director, West**
	Joe Simmons	IL, St. Louis
	Holly Ahern	Austin, Dallas/Fort Worth
	Jill Lewis	TX- South Central - San Antonio, Brownsville & McAllen
	Mary Ingle	Houston
	Sandy Antalis	San Diego, Southern CA
	Sara Holmblad	CA-Los Angeles
	Daniel Im	Northern CA
	Chris Davison	Key Account Manager
	Becky Kriewall	Key Account Manager
	Joanna Muffoletto	Key Account Manager
	Dwayne Johnson	National Account Manager
	Jennifer Bellamy	CA-Los Angeles, AZ
	Joanna Watkins	IA, MN, WI

TECHNICAL SUPPORT SPECIALISTS

STATE OF IDAHO & NASPO VALUEPOINT

Solicitation Number
RFP16000231

Technical Role	Name	Title/Territory
Product Solution Specialists	**Aaron Spang**	**Regional Manager: Northeast**
	Jeff Carlson	**Regional Manager: Mid-West**
	Michael Dodge	**Regional Manager: West**
	Gary Ringle	**Field Sales Manager: CO, WY**
	Alex Choe	CO, WY
	Angie Carden	Central, NC
	Audra Morley	New York
	Brandie Spardella	TX
	Brandon DeCourcy	MI
	Brian McCon	AZ, NM
	Brittany Hill	Baltimore
	Chad Fournie	KS St. Louis, MO
	Chris Brannen	OR, East WA, N. ID
	David Rader	OK, AR, Dallas TX, North LA
	DeWayne Lewis	NJ
	Don Basanes	East Bay, CA
	Erik Gonzalez	PA, DE
	Erin Curry	Palo Alto, CA
	Frank Dominelli	FL, GA
	Gibran Holmes	NIH
	Ian Cawley	Iowa, Nebraska
	James Monastra	DC, VA
	Jill Biancardi	San Diego, CA
	Joe Oots	IL
	Kristin Peterson	UT, ID, NV
	Mike Stack	Pittsburg, Cleveland
	Reginald LeShoure	AL, TN
	Rob Blackman	NC
	Scott Callantine	WA, MT
	Sean Ruhland	Los Angeles, CA
	Stacy Haff	San Francisco, CA
	Tom Remmer	Longwood Ave, Boston
	Vacant	MN & Dakotas

State of Idaho & NASPO Value Point Contract Manager
Primary Point of Contact

M. Lewis McMillan, Jr.

http://www.linkedin.com/in/lewismcmillan

PROFESSIONAL EXPERIENCE

VWR INTERNATIONAL, LLC, Radnor, PA. **1990 – Present**

Director of Business Development, State and Local Government, (2014-Present)
- Won statewide term contracts in NC, OH, and NYS.
- Led internal collaboration to expand forensic product portfolio and capture greater market share.
- Developed market estimates for public health and forensic spending for fifty states.
- Managed State of Idaho/NASPO-WSCA Cooperative Agreement

Manager of Government Customer Operations, (2013-2014)
- Negotiated and won five (5) year prime vendor contract with DOE Office of Science.
- Created $2M pipeline of federal business opportunities within first six months
- Developed and implemented contract compliance processes for all state contracts
- Managed State of Idaho/NASPO-WSCA Cooperative Agreement

Director Customer Contract Administration & Compliance, (2010-2013)
- Managed State of Idaho/NASPO-WSCA Cooperative Agreement
- Developed and implemented strategic initiatives to improve company performance by improving sales effectiveness, and/or reducing operational costs
    - corporate consolidation of US quotations - expanded resources available to field sales as an effort to improve sales effectiveness
    - corporate consolidation of contract administration - streamlined closing of business arrangements
    - off-shoring of pricing administration - reduced cost & created pricing analyst role to support field sales team

Director Pricing, Profitability, & Contract Administration, (2006- 2010)

Corporate Special Achievement Award (2006) for best profitability improvement.

- Negotiated several large, complex, commercial and governmental customer contracts that each resulted in $10M+ new sales.
- Developed and implemented numerous pricing strategies within the business:
    - SPQ management - centralized administration to improve field sales effectiveness
    - targeted sale prices - provided pricing intelligence to field sales reps
    - standard contractual pricing provisions - improved profitability in new contracts
    - automated year-end price change processes - improved profitability at year-end
    - controls on price changes - created sales management oversight of field rep actions
    - limiting distribution of customer usage reports - limited
    - use of contract templates
- Key contributor to corporate SOX 404 Project Team that established customer pricing and contracting controls.

Director of Profitability, (2005)

Senior Sales Representative, (2001- 2005)

Regional Sales Director, (1993-2001)

Sales Representative, (1990-1993)

UNIVERSITY OF NORTH CAROLINA, Chapel Hill, NC **1988 – 1990**
Scientific Purchasing Officer

FISHER SCIENTIFIC, Raleigh, NC **1985 – 1988**
Sales Representative

ALAMANCE COMMUNITY COLLEGE, Graham, NC **1980 – 1985**
Instructor of Biology and Department Head for Biotechnology

EDUCATION/TRAINING

Bachelor of Arts, University of North Carolina, Greensboro 1978 Major: Biology Minor: Education
Master of Arts, University of North Carolina, Greensboro 1982 Major: Biology (*Thesis published)*

Additional Studies & Training:
Management Development Program, University of North Carolina School of Business, Chapel Hill
Financial Accounting, Alamance Community College
Field Management of Salespeople, American Management Association
Next Generation Selling Skills, VWR International (Facilitator & Coach Training)
Customer Centric Selling, Flannery Sales Systems
Strategic Negotiations, Think! Inc.
Essentials of Commercial Contract Management, Villanova University
Cost Estimating and Contract Pricing, National Contract Management Association (NCMA)

SMALL AND DIVERSE SUPPLIER PROPOSAL

VWR's Supplier Diversity policy encourages purchasing opportunities for small and diverse businesses in a manner that promotes awareness, builds strategic relationships, and develops successful and mutually beneficial partnerships. Our goal is connecting diverse suppliers (minority, women, veteran, LGBT, disabled, and local small businesses) to our customers. We take a shared approach towards helping small and diverse suppliers develop the necessary capabilities to showcase their talents, grow, and sustain their business. By working with small and diverse businesses, VWR supports job creation, and provides a variety of new opportunities for them to drive growth of their business and communities

We recognize that each state has different programs, goals, and initiatives to foster the growth and participation of local small, and diverse businesses. In several states (i.e. New York, Massachusetts, and Texas) we have demonstrated our ability to successfully meet specific program objectives incorporated as contractual requirements. VWR has also demonstrated its willingness to utilize state certified small and diverse suppliers as dealers (subcontractors) within our current NASPO agreement where this is permitted by statute (TXMAS).

VWR's NASPO Contract Manager and Corporate Diversity Team works with state offices that manage small business and supplier diversity in each state, to understand their program initiatives and develop a strategy for supporting their program goals. By doing this VWR can best position its small and diverse supplier community to better support statewide program goals.

Tier I – Subcontracting

Where allowed by statute and procurement policy, VWR will extend a NASPO agreement to dealers, acting as subcontractors, to any participating state and it's ordering entities. In these cases, VWR will onboard and manage "state certified" small and diverse suppliers, as dealers for VWR under any state master contract. We carefully screen certified companies to insure their businesses are in alignment with our operational standards which require them to provide superior customer service, quality and overall value to our customers. All small and diverse supplier dealers must be properly certified and registered within the state they are selected to serve in.

In states where certified small and diverse suppliers may serve as subcontractors or dealers for VWR, we will assume the responsibility for meeting all performance requirements – including reporting requirements and the payment of required administrative fees.

Through utilization of reciprocal certification programs in certain states, we are working to expand, and in some cases create, a pool of qualified small and diverse suppliers that can serve as dealers for VWR's products.

Tier II – Supplier Partners

VWR considers our Supplier Diversity Strategy a critical component of our procurement strategy. Our broad product offering provides ordering entities with unmatched product choice including quality products offered by diverse suppliers. In the past year, VWR has added icons to vwr.com that enable technicians and procurement to identify and select products from Small Business Enterprises (SBE) and/or Minority/Women Business Enterprises (M/WBE). We believe this helps government customers make buying decisions in alignment with their state's program goals.

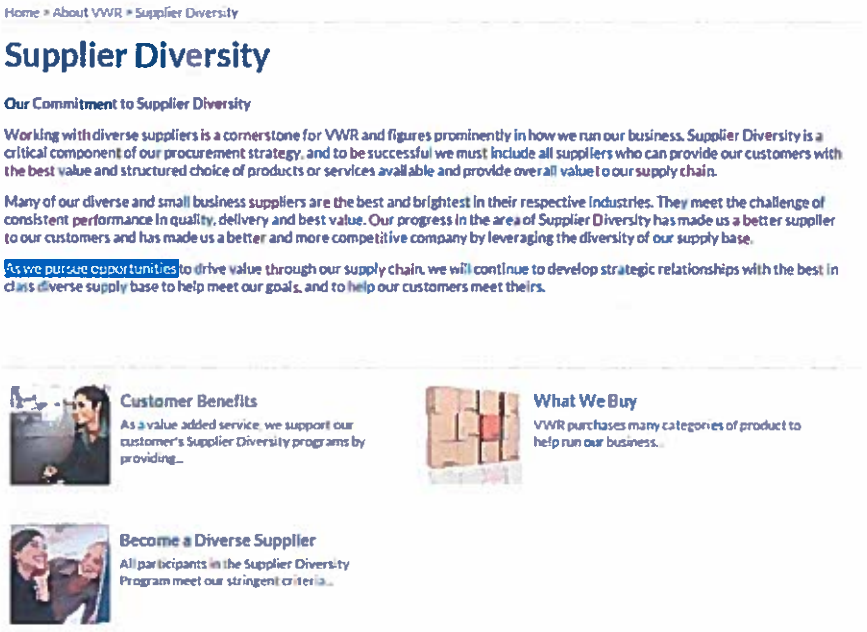
At present, VWR has over 25,000 SKUs available from diverse suppliers (minority, women, veteran, and lesbian/gay/transgender) and over 350,000 SKUs available from small business suppliers. We actively monitor and track our activity with certified diverse and small business suppliers. As a value added service, we support our customer's Supplier Diversity programs by providing diverse/and or small business reports.

Ancillary Partners

VWR purchases many categories of product to help run our business, from the commodities we sell to indirect commodities such as office supplies, consulting services and many others. We actively pursue opportunities to procure goods and services that run our business from small and diverse business suppliers. We actively monitor and track our activity with certified diverse and small business suppliers. As a value added service, we support our customer's Supplier Diversity programs that recognize ancillary partner spending by providing diverse/and or small business reports.

Outreach

VWR's Corporate Diversity Team actively seeks new suppliers that support our Supplier Diversity Strategy through outreach efforts, such as attending supplier business council meetings at regional and national levels, and by maintaining Supplier Diversity content on vwr.com. For more information about supplier diversity, go to vwr.com/diversity.



Summary of VWR's Pricing Offer

Enhanced Discount Schedule (9.16.2; 9.16.4)

Included within this Cost Proposal are VWR's enhanced standard discounts for a FULL LINE supplier (Band 1) offer. The discount schedule includes new manufacturers to VWR's broad product portfolio, as well as includes discounts for VWR's science education products. Our impact analysis of the proposed discounts compared to the current discounts (under a contract award) would yield additional cost savings of between 7-9%, based upon the most recent twelve months of purchase history for all NASPO participants.

VWR was careful to include the Discount Category in completing Attachment D. We included this information to insure the item prices included in Attachment D are auditable to our offer.

Volume Discount (9.16.6)

VWR agrees to offer an additional discount on high volume purchases. VWR's sales representatives will quote additional discount of not less than 3% greater than the standard discount available for a single catalog item, or a large project purchase (catalog products required for new lab start up, renovation, etc.) and valued in excess of $10,000.

Additional Discounts (9.16.6)

High Volume Consumables Pricing

Continuing the practice that VWR began in the second year of the expiring NASPO agreement, we agree to conduct an annual review of the aggregated product usage from all participating states under an award, and establish fixed net prices at pricing levels below the standard discounts for those items for the next year. This list would become firm fixed priced items, frozen for twelve (12) months, and limited to approximately 100 of the items ordered most frequently by ordering entities. Included within this Cost Proposal is the most recent list of high volume products, which was submitted in July 2015 and prior to the release of the RFP, and with pricing updated for 2016. These prices will remain through the first annual term of any award.

It is important to note that VWR incorporated the **net pricing** reflected in this offer in the representative sample item list, submitted as Attachment D to the RFP, as well as noted the Discount Category in completing the Excel worksheet. Where items from the representative sample item list were part of the High Volume Consumables list that was net priced in July 2015, and extended under the current offer, we have noted (NET) beside the "PCXXXX" code for evaluation purposes. We are careful to point this out to insure the prices included in Attachment D are auditable to our offer.

Non-catalog Product Pricing

Through this Cost Proposal VWR provides a fully auditable pricing methodology for non-catalog supplies, equipment, and instrumentation within the scope of the RFP. VWR would continue to absorb the cost of shipping these non-catalog items, as well as reporting and paying all state and NASPO administrative fees associated with the purchases.

Category of Non-catalog Products	Pricing Method
Instruments & Equipment	VWR cost + 11.11%
Apparatus, Supplies, and Consumables	VWR cost + 21.95%

Special Manufacturer Promotional Pricing

Continuing another practice that VWR began in the expiring NASPO agreement, we agree to seek out, on behalf of the State of Idaho, NASPO ValuePoint, and all Participating States, lower pricing as Special Price Quotations ("SPQ's") and/or Promotional Pricing on goods from certain manufacturers and suppliers, during the term of any award. Special/promotional pricing will coincide with the effective dates established by the manufacturer or supplier. Should an SPQ or Promotion expire without renewal by the manufacturer, prices will revert to the item's standard discounts.

Manufacturers and suppliers who have already agreed to extend to the State of Idaho, NASPO ValuePoint, and all Participating States during the first annual term of an award are shown below.

DISCOUNT SCHEDULE FOR STATE OF IDAHO/NASPO VALUEPOINT RFP

Contract Pricing Coding	Types of Products In PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC0030	VWR BRAND BOTTLE, CULTURE TUBES, JAR, PIPET, ICE PAN, MICROPIPET, VIAL, FUNNEL, TUBES	65.0%	65.0%	62.0%
PC0040	VWR BRAND FLASK, VIAL, CAP, FUNNEL, BEAKER, TUBE, BOTTLES, CYLINDER, DISH, JUG, CRUCIBLE	43.0%	43.0%	37.5%
PC0050	VWR CAP, COVERGLASS, DISTILLING FLASK, JAR, WORKSTATION, SUPPORT STAND, BOTTLES	22.0%	22.0%	20.0%
PC0060	BOTTLE, FLASK, COLUMN CHROM, ADAPTER VAC, GALSS JOINTS, JAR, TUBE, FUNNEL, VIAL, CONDENSER, CUBITAINER	48.0%	48.0%	45.0%
PC0070	FLASK, FUNNEL, ADAPTER, BOTTLE, TUBE, VIAL, CYLINDER, CONDENSER REFLUX, FLASK, PIPET, STOPPER	54.0%	32.0%	25.4%
PC0080	FLASK, TUBE, BOTTLE, VIAL, NMR TUBE, BEAKER GRIFFIN, VALVE SIZE, 5MM ULTRATHIN, VESSEL, PIPET, STOPCOCK SIZE	28.0%	8.0%	7.0%
PC0090	EXCLUSIVE: FILTER, VESSEL	10.0%	10.0%	10.0%
PC0110	VWR BRAND: TUBE, PLASTICS, PIPET TRANSFER, BOTTLE (HDPE, SAMPLE, WASH, PC), CONTAINER, PLATE PCR, BEAKER, FUNNEL, PETRI DISH, PCR (TUBE, PLATE), CYLINDER POLYPRO, PIPETTE, SLEEVE PTFE	67.0%	67.0%	67.0%
PC0120	VWR BRAND TUBE (MICRO, GRAD, MCRCNT, STRIP, SSPIN, W/CAP, CENT, 50ml), BOTTLE, BEAKER, CAP (INSERT, SILICONE), PLATE PCR, STOPPER PENNY, TEST TUBE, CARBOY LDPE, CASSETTE W, PIPET TRANS, FLASK, EVAPORATING DISH, RACK CRYO	47.0%	47.0%	44.0%
PC0130	VWR BRAND STOPPER, WASH BOTTLE, CARTRIDGE DESCNT, PIPET TRANS, PLATE, SCREW CAP	29.0%	29.0%	24.0%
PC0140	CAP, PIPET TRANSFER, BOTTLE, TUBE, CLOSURE, HISTO PLAS, CRYOELITE, PIPETTE GRAD, SCREW CAP, CASSETTE PROCES/EMBD, REDI-CAP FPE, JAR WIDE, TUBES MICROCENT	55.0%	55.0%	48.0%
PC0150	PLASCTIC BOTTLE (WASH, HDPE, WM, SQUARE..), CAP, FLASK ERLEN, PLATE, TUBE CENT, JAR, VIAL, FUNNEL, CYLINDER GRADUATED, CLOSURE, BEAKER, CASSETTE, PIPET SERO, MICROPLATE 96WELL	62.0%	36.0%	29.3%
PC0160	PLATE, TUBE CENT, TEST TUBES, CAP KIM-KAP, BOTTLE ROLLER, VIAL, TUBES CULT, FLASK ERLENMEYER, FUNNEL, CRYOTUBE, CLOSURE DISP, DISH, CRYOVIAL CLOS, SLIDE CHAMBER	18.0%	18.0%	10.0%
PC0170	EXCLUSIVE PLATE, TUBE, CAP, PCR (PLATE, TUBE, STRP), TEST TUBE, MICROTUBE, STRIP PLATE, CRYO VIAL, PETRI DISH, AXYSAVER CAP, PIPETTE SERO, FLASK, CONTAINER, LID, REAGENT RESERVOIR	60.0%	45.0%	12.0%
PC0180	VWR WATER STERILE LOW ENDOTOXIN, KEPES FREE ACID PLASTIC PAIL, PIPES BUFFER PLASTIC BOTTLE, TRIS HYDROCHLORIDE PLASTIC PAIL	55.0%	55.0%	32.5%
PC0190	VWR BRAND GEL BOX, CASTING SYSTEM, DNA MW, RULER GEL, VERTREL PROTEIN	34.0%	34.0%	32.5%

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PC0200	VWR BRAND UV TRANSILLUMIN, UV- HANDLAMP, WHITE DUAL, CASTING SET, ALDEHYDES, DUAL UV, MINI BLOT, MINI ELECTROPHORESIS	15.0%	15.0%	15.0%
PC0210	MEDIA LIQUID, TSA, RPMI, LIFTERSLIP COVER, WATER CELL, DMEM/HIGH GLUCOSE	47.0%	47.0%	40.0%
PC0220	ANTIBODY, BIOTINYLATED CYCLIN, AGAR, PRECAST GEL, MEDIA MEM, PEPTIDE, AUTOPHAGY APG7L, RECOMBINANT (MOUSE, RAT), PREPGEM STOR, BHI, PHENOL	27.0%	27.0%	21.0%
PC0230	INHIBITOR G-SECRETASE, RABBIT ANTI, AGAR, SIRNA SET, DYLIGHT, PROTEIN KINASE, SALMONELLA H, CLONESMART (LCAMP, HCKAN, HCAMP), PLATE TWINTEC, DNA, SODIUM PHOSPHATE, YEAST EXTRACT	16.0%	16.0%	5.0%
PC0240	LB AGAR, IGG, S. AUREUS, KIT TOTAL, CM GLUC, BIOTIN, DYLIGHT, SODIUM CHLORIDE, C. ALBICANS, HUMAN CDNA, MOUSE IGG, PROTEIN, RAT CDNA, RABBIT-A-SHEEP IGG, POTASSIUM PHOSPHATE	17.0%	17.0%	10.0%
PC0260	VWR BRAND TIP, TUBING, TAPE LAB, THERMOMETER, PIPET TIP, LABEL DOT	64.0%	64.0%	62.0%
PC0270	VWR BRAND TIP, THERMOMETER, LABEL CRYO, PIPETTE, RACK TUBE, TUBING, TAPE, BURET AUTO, BASIN PS	45.0%	45.0%	39.0%
PC0280	VWR BRAND DISPENSER, TAPE, LABEL, PIPET TIPS, TIP, TUBE, TUBING, SOLVENT, RACK, RESERVOIR	20.0%	20.0%	19.0%
PC0290	TUBING, TIP, PIPET, TUBE, REF TIP, CAP STRIP, PIPETTE, FIN PIPTIP	64.0%	52.0%	46.0%
PC0300	TIPS, TUBING, PIPET TIP, PIPETTE BASIC, TUBE, PIPETTOR, FINNTIP, TRANSFERPETTE, DISPENSER, UL FIXED, BURET ONLY, ART TIP	54.0%	33.0%	25.0%
PC0310	PIPETTE, TIP, DISPENSER (TIPS, PUMP, BOTTLE), SYRINGE, PIPET TIP, TUBING, PIPETTOR, OPTIFIX ADAPTER, DISPENSETTE, RESEARCH 8, THREAD	10.0%	10.0%	6.2%
PC0320	EXCLUSIVE TIP, PIPET TIPS, TUBING SILICON, TBG RNFRC, PIPETTOR MANUAL, SIL, TIPSTATION, TUBE	55.0%	15.0%	15.0%
PC0340	VWR BRAND CONTAINER, CUBITAINER, HYDROCHLORIC ACID, HYDROGEN PEROXIDE, IODINE MONOCHLORIDE, SILVER NITRATE, SULFURIC ACID	62.5%	62.5%	62.5%
PC0350	VWR BRAND CONDUCTIVITY STANDARD, HYDROGEN PEROXIDE, SOLUTION, SODIUM BORATE, BUFFER	42.0%	42.0%	39.0%
PC0360	VWR BRAND CONDUCTIVITY STANDARD, BASE BOTTLE, ETHANOL	26.0%	26.0%	21.5%
PC0370	SODIUM HYDROXIDE, FORMALIN, ACETONE, ETHANOL, CYTOSEAL XYLENE, HYDROCHLORIC ACID, SULFURIC ACID, MULTICOMPONENT MIXTURE, ACETIC ACID, SILVER NITRATE, CARBON MONOXIDE, BUFFER, WINDEX, NITRIC ACID, SODIUM CHLORIDE, POTASSIUM HYDROXIDE	52.5%	52.5%	52.5%
PC0380	SODIUM HYDROXIDE, HYDROCHLORIC ACID, SULFURIC ACID, ACETIC ACID, CITRIC ACID, SODIUM PHOSPHATE, BUFFER, SODIUM CHLORIDE, PHOSPHORIC ACID, POTASSIUM HYDROXIDE, ETHYL ACETATE, ISOPROPYL ALCOHOL	32.0%	32.0%	28.7%
PC0390	TEST KIT, SODIUM CHLORIDE, SODIUM HYDROXIDE, SULFURIC ACID, ANALYZER PTB, HYDROCHLORIC ACID, PHOSPHORIC ACID, STANDARD VISCOSITY, POLYETHYLENE GLYCOL, POTASSIUM HYDROXIDE, ACETIC ACID	18.0%	18.0%	12.5%

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PC0400	EXCLUSIVE ALUM OXID, STNLESS STL, AL23 SLD, AL24 TUBE, ACTC ACID, GLD WIRE, ALUM FL, LEAD (II), AL23 INSLATNG, SLVR WIRE	10.0%	10.0%	2.0%
PC0420	VWR BRAND COVERALL, LABCOAT, FROCK, APRON, BOOTCOVERS, MASK ALPHAIR	58.0%	58.0%	58.0%
PC0430	VWR BRAND COVERALL, LABCOAT, FROCK, FIRST AID, APRON, BOUFFNT, CARRIER/DISPENSER ACID/SOLV, EARPLUGS, EYEWASH STATION, GOGGLES DIRECT, GOWN, RESPIRATOR N95, SHARPS CNTNR, SLEEVE	35.5%	35.5%	35.5%
PC0440	VWR BRAND SIGN, FIRST AID, MASK MVT, MAT HAZ, SIGNAL, STRIPE	18.5%	18.5%	18.5%
PC0450	COVERALL, SIGN, GLOVE, LABCOAT, APRON, GLASSES, VERSAPRO LRG, FLASHLIGHT, EXTREMEPRO, SAFETY VEST, COAT POLY	44.0%	44.0%	43.0%
PC0460	GLASSES, EYEWEAR SAFETY, LENS REPL, GLOVE, MAT ERGOMAT, BOOT, RESPIRATOR, UVEX GENESIS, ANTISTAT ANTIFATIGUE, COVERALL, LABCOAT UNISEX, DRUM PUMP	25.0%	25.0%	22.0%
PC0470	GAS DETECTOR, FILTRATION, POLYDRM OH, SAFETY GLASSES, SAFETY FRAME, DRUM POLY, PIG MAT, SPILL KIT, SENSOR HYDROGEN, LENS OPTILITE, MONITOR	7.0%	7.0%	6.3%
PC0480	EXCLUSIVE : SIGN, PIPEMARKER PRECOILED, STENCIL LETTER, TAPE REFLECTIVE, LETTER CARD, PLACARD, TAG, CONTAINER LABEL, PANTS BSC, LABEL SHIPPING, COVERALL, MAT, NUMBER CARD	13.0%	13.0%	10.0%
PC0500	VWR BRAND MAT, ADHESIVE MAT, COVERALL, GLOVES (NTRL, LTX), LABCOAT, FROCK, WIPES, APRON, BEARD COVER, BOOTCOVER, BOUFFANT CAP, CLEANROOM MOP	58.0%	58.0%	58.0%
PC0510	VWR BRAND TAPE (VINYL, POLY, WFRBX, GN, HITCK), TUBING PVC, GLOVE, ELBOW TH, ELBOW BARBED, ADAPTER, REDUCER BRB, SWAB, NOTEBOOK, MASK, COVERALL, MAT	45.0%	45.0%	38.0%
PC0520	VWR BRAND BAGS, LINER, ZT SLIDER, GLOVE LATEX, SCRUB SHIRT, MOP FLAT, SCRB PANT, HIDEN LINER, CHECK VALVE, NOTEBOOK CLEANROOM	16.3%	16.3%	16.3%
PC0530	GLOVES (NITRILE, LATEX), BAG (FEP, ACLAR), WIPER DURX, CHR, COVERALL, GOWN, SHELF SOLID, LABCOAT UNISEX, TWEEZER, CHAIR ESD, MAT COMFORT, ELBOW KYNAR	55.0%	55.0%	46.0%
PC0540	GLOVE, MAT, COVERALL STRL, TAPE CR, MOP HEAD, WIPE PRESAT, WIPER KNIT, FROCK, SWAB FOAM, TWEEZER, SOLDERINGTIP WELLER, PROWICK A/S	26.0%	26.0%	26.0%
PC0550	TAPE, SOLDERING TIP, NEEDLE, CUTTER, TWEEZER (WAFER, TIP), BAG EVA, DISPENSER PETG, GLOVES (NITRI-KNIT, BUTYL, SURGICAL), WORK-STATN TL, COUPLING INSERT, BRUSH BOTTLE	6.4%	6.4%	6.4%
PC0560	EXCELTA SWTX, APRON, TWEEZER STANDARD, PLIER INS/EXT, CUTTER RELIEVED, PRECISTA IT, GLOVE LEATHER, PROBE CUP, SKLAR KLEEN, PRE, STRIP SHLD, SHEAR CUTTER	10.0%	10.0%	10.0%
PC0580	VWR BRAND BURNER (BUNSEN, TIRRILL, MEKER), MICROSCOPE	51.0%	51.0%	51.0%
PC0590	VWR BRAND SYMPHONY COND, OBJECTIVE (LWD, INF), REFRIGERATOR, FREEZER, OVEN, BLOCK MODULE, GLOVE CRYOGENIC, INCUBATOR, STIRRER, MICROSCOPE (COMPOUND, STER, STEREO)	37.0%	37.0%	33.0%

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PC0600	VWR BRAND CIRCULATOR, WATER BATH, PLATFORM DEDIC, SHAKER MODEL, RACK, BLOCK HEATER, OVEN, RECIRC CHILLER, INCUBATOR	26.0%	26.0%	19.0%
PC0610	LAMP, SUPPORT RING, REFRIGERATOR, CAL-PAK, CLAMP, SUPPORT ROD, CORK BORERS	44.0%	44.0%	39.0%
PC0620	TUNG-HALO, WEIGHT SET, LAMP, FREEZER, SIEVE, STIRRER BEARING, BALANCE, ELECTRODE PH, FLOWMTR, PUMP, VACUUM PUMP, BENCH SCALE, SCALE	27.0%	27.0%	23.0%
PC0630	ROTAVAPOR, ADAPTER, ELECTRODE ROSS, HEATING TAPE, HEATING MAT, VACUUM PUMP, GRINDING (BOWL, BALL), PH METER, PH ELECTRODE, CONDENSER, EVAPORATING FLASK, WATER BATH	15.0%	15.0%	11.5%
PC0640	EXCLUSIVE :COMB, GEL WRAP, GEL TRIS-GLYCINE, REFRACTOMETER POCKET, WEIGHT, LAMP, ADAPTER, TBE, KIT TEST, ELECTRODE, BALANCE, SPACER SET, UREA GEL, INOLAB, PREPARATIVE	14.0%	14.0%	10.0%
PC0650	VWR VIAL KT CLR SLIT PTFE, VWR INSERT GLASS, VWR SEAL 11MM PTFE/SILICON	56.5%	56.5%	34.0%
PC0660	VWR SILICA GEL, VWR RED VIALS, STEEL TOE SHOES, AMBER PREC SCREW THREAD VIAL, VWR SCOOP, VWR VIAL KIT	34.0%	34.0%	34.0%
PC0665	THERMOMETER, POCKETMOP POLYSORB, MEMORY LOC USB THERM PROBE, MITTWIPE POLYESTER DOUBLE FOAM	15.4%	15.4%	n/a
PC0670	VWR BRAND CLOSURE, VIALS, SAMPLE PACK	15.5%	15.5%	15.5%
PC0680	FILTER DISC, SEPTA, VIALS (CHROM, GLASS, SCREW, W/CAP), GC COLUMN, LICHROSPHER, CAP	43.0%	43.0%	40.5%
PC0690	COLUMNS, VIAL KIT, VIALS, TUBING, COLUMN MICROPAK, SYRINGE, SEAL, PLATE, PLUNGER, NEEDLE, FERRULE	22.5%	22.5%	21.5%
PC0700	COLUMN, KIT, CARTRIDGE, ASM, SEAL, CAP, GUARD, ECLIPSE PLUS, VIAL, TUBING	10.0%	10.0%	6.5%
PC0710	COLUMN, KIT, OPTIMIX, CAPS, PLATE, CARTRIDGE, BULK, VIALS, HPS, EPP, TUBE	10.0%	10.0%	10.0%
PC0730	VWR BRAND STOPPER RUBBER, COVERGLASS, FILTER PAPER, BAG, CORKS, CONNECTOR (T,Y,L), RACK, SLIDE MAILER, SLIDEBOX, CAP, HYDROMETER SP, THERMOMETER, STIR BAR, PESTLE	68.5%	68.5%	68.5%
PC0740	VWR BRAND THERMOMETER ASTM, SIEVE, HYDROMETER SP, RACK, BAG BIO, SPATULA PVC, FORCEPS SRT, CRUCIBLE COVER, CRUCIBLE NICKEL REGULATOR HP, SLIDE INKJET, CLAMP	44.0%	44.0%	42.5%
PC0750	VWR BRAND THERMOMETER DIAL, COMB, TONGS CRUC, BAG BIO, PROBE, CLAMP, NOTEBOOK GRID, NOTEBOOK LATEX, TIMER, PLATE GL	20.5%	20.5%	20.5%
PC0760	FILTER, SIEVE, BRUSH FLASK, O-RING VITON, BAG ZIPLOCK, CLAMP SNAPPR, SPATULA MICRO, FORCEPS, PLAC MIC, SLIDE COLORFRST, RACK FREEZER, SCISSORS, LABEL TT	48.5%	48.5%	48.5%
PC0770	FILTER, GASKET, RACK TEST, RACK ACETAL, COUPLER, TEST PAPER, TAPE CR, LABEL, BAG WHIRLPAK, SYRINGE FILTER, SHELF TRIPLE, STOPPER VERSILIC, BRUSH VAT, REGULATOR DIA, CART UTL	62.0%	31.5%	29.5%

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PC0780	FILTER PAPER, BAG STATIC, BAG ECO, SYRINGE SAFETY, GASKET, MEMBRANE TURBO, CARTRIDGE FILTER, BASKET SHAFT, TAPE CR, RACK CRYOGENIC, X-RAY FILM, NEEDLE DISP.	37.0%	15.5%	13.0%
PC0790	EXCLUSIVE : FILTER, SCISSOR, SCREWDR, TIP SOLDER, FORCEP STRL, BLADE SCD, PLIER, NUTDRIVER HOLLOW, FLTR CN, NEEDLEHOLDER, WRENCH, TOOL SET	14.0%	14.0%	10.0%
PC0810	VWR BRAND BIO BAG, CONTAINER, HISTOLOGY XYLENE, ISOPROPYL ALCOHOL, REAGENT ALCOHOL	52.0%	52.0%	50.5%
PC0820	VWR BRAND MESH BIOPSY, CONTAINER SYSTEM, PREM BIOPSY, SHARPS CONT, EMBED CASSETTE, PREMIUM CASSETTE	33.0%	33.0%	31.0%
PC0830	VWR BRAND BASE MOLD, BUFFER, REAGENT, EMBED CASSETTE, HEMATOXYLIN, MICROTOME	14.5%	14.5%	14.5%
PC0840	SYRINGE, HYPO NEEDLE, TISSUE CASSETTE, IV CATH, CONTAINER SHARPS, BCS, TUBE	42.0%	42.0%	38.5%
PC0850	CAGE BODY, SYRINGE GLASS, CONTROL SLIDE, HYPO NEEDLE, TUBE, CAGE LID, CASSETTE, SBC SET, SYR A/S, MAGNIFYING LPE, FILTER SAMPLER, RAISED FLOOR	24.0%	24.0%	16.5%
PC0860	SHARPS COLL, SUTURE, BD ECLIPSE, CLARITY DOA, SYRINGE NEEDLE, SWAB FLOCKED, SLIDES, SYRINGE INSULIN, CLARITY URINE, CLARITY HCG	10.0%	10.0%	6.5%
PC0870	EXTENSION SET, AUTOMIX, BLOOD (BAG, SOLUTION, WARMING), CONTAINER, CUP, DRUG RESERVOIR, EVACUATED CONTAINER, INTERLINK, STOPCOCK, TRANSFER SET	10.0%	10.0%	10.0%
PC0890	VWR BRAND SHELF STARTER, SHELF ADD-ON, CART, SHELF WIRE	40.7%	40.7%	40.7%
PC0900	VWR BRAND SHELF, AMC, CART TOP, BASE UNIT, SH STARTER, STORAGE OVERHEAD, PANEL FINISHED, WALL UNIT, COLUMN, BRACKET SHLF	43.0%	43.0%	33.2%
PC0910	VWR BRAND CABINET, COUNTER, REFRIGERATOR FREEZER, SHELF SLOT, UC WASH-DRI RINSE	16.7%	16.7%	16.7%
PC0920	APN, ADD-ON, SLIDE GL, SWING GLID, CABINET STORAGE, SHELF, CHAIR, STARTER, ZINC STARTER	38.7%	38.7%	38.7%
PC0930	SHELF, TABLE, CABINET, CART, WORKTABLE, POST, LAB TABLE, HOOD, FAUCET DECK	30.0%	30.0%	28.7%
PC0940	BASE POLYPROLABS, CABINET, NORLAKE, WORKBENCH, WALL, STATION, XPERT NANO, BULK POWDER	11.0%	11.0%	5.7%
PC0950	EXCLUSIVE : WORKSTATION TABLE, PCR WORKSTATION	10.0%	10.0%	10.0%
PC0955	ALL OTHER: CYCTINE DIHYDROCHLORIDE HDPE BOTTLE, HYPOXANTHINE DISODIUM PLASTIC PAIL, VWR CR NOTEBOOKS	55.4%	55.4%	40.4%
PC0970	ALL OTHER: ABSORBANT GP, BENZYL ALCOHOL, GLOVE, TUBE CULT, VIAL CHROM	40.4%	40.4%	40.4%
PC0980	ALL OTHER: PLASTIC, ANTI VIBRATION GLOVES, BOTTLE MILK, CITRIC ACID, COWHIDE GLOVE, DRV VB+T, EARMUFF CUSHIONS, GLOVES MATERIAL, ICP-MS INT, SHIPPER SEASON	23.4%	23.4%	23.4%
PC0990	OTHER BRANDED: ASSAY GALACTOSAIDASE, BUFFER RBC, DIALYSIS ENHANCER, NORFLOXICIN, RESIN, RNA ISOLATION, TIMENTIN	13.5%	13.5%	5.4%

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PC1000	OTHER EXCLUSIVE : GLOVE 1/2 FINGER, GLOVE A/V, GLOVE FINGERLESS, GLOVE LIFTER'S, GLOVE MESH-BACK, SIGN, TB RK	10.0%	10.0%	10.0%
PC1020	LOW VOLUME ITEMS:RABBIT POLYCLONAL, MOUSE MONOCLONAL, HPLC COL, COLUMN HPLC, GOAT ANTI-MOUSE, SHEEP BLD, RAT DIET, PURIFIED ANT-HMN, PE ANT-HMN, ALEXA FLR, CARTRIDGE PRO, BIOTIN ANT-MSE, FITC ANT-HMN, PUR ANT-HM, LEAF PURIFIED, RECOMBINANT HMN, FLASK HW	2.0%	2.0%	2.0%
PC1030	NO DISCOUNT COURTESY ITEMS: MARKETSOURCE, GLSY CRBN, GUARD CARTRIDGE, GRPHTE PWR, ALUM DISH, NCKL BEAKER, QUARTZ TUBNG, ZIRC CVR, PTFE BEAKER, SODIUM STEARYL, HYDRN PURIFIER;MODEL, MAGNESIUM GLUCONATE, CALCIUM PANTOTH, KIT MARVEL, MIXER CLMP	0.0%	0.0%	0.0%
PC1040	TUBING BOROSIL, CENTER OF GRAVITY KIT, RECTANGULAR BLOCK, HIGH VACUUM PUMP EXHAUST FILTER, PERIODIC TABLE, TI-84 PLUS CE, WHITE SAND, SOLUTIONS, ROCKET ENGINE, DIALYSIS TUBING, WHITE GLUE	33.0%	33.0%	n/a
PC1050	MODEL SKELETON, SOFTWARE, DUAL PURPOSE SCOPE, SIMULATOR ULTRASOUND, COMMON JELLYFISH, COMPARTMENT TRAY, GRAPHITE, CALCITE, MICROSLIDE, LIVE ANT FARM, LEAF IDENTIFICATION KIT	15.0%	15.0%	n/a
PC1060	HYBRID SYSTEM MODEL, CHEMISTRY LABQUEST, CRIMINALIST KIT, HOLDER TUBE, TRIUMPH BOARD PROJECTOR, MICROWAVE OPTICS, EYE EXAMINATION SIMULATOR, QUARTZ-AMETHYST	0.0%	0.0%	n/a
PC1070	NON-CATALOG EQUIPMENT AND INSTRUMENTATION	Cost + 11.11%	Cost + 11.11%	n/a
PC1080	NON-CATALOG SUPPLIES, APPARATUS, CHEMICALS, CONSUMABLES	Cost + 21.95%	Cost + 21.95%	n/a

Should any product's price falls below +11% gross margin, as a result of the application of discounts contained herein, then the customer's net price shall be equal to VWR's sales cost plus 12.36%..

Note: VWR agrees to extend to the State of Idaho, NASPO ValuePoint, and any Participating Entity, lower pricing as Special Price Quotations ("SPQ's") and/or Promotional Pricing on goods from certain manufacturers and suppliers, as it may become available. When this lower pricing exists, it shall be governed by the terms and effective dates established by the manufacturer or supplier. Should an SPQ or Promotion expire without renewal by the manufacturer, prices will revert to these discounts..