IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD16201018
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

Cindy Freed
FISHER SCIENTIFIC COMPANY L.L.C.
2000 Park Lane
Pittsburgh, PA 15275
Phone: 800-766-7000

Fax:

Email: cindy.freed@fishersci.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

Fisher Contact:

Eric Van Denburg

Industry Director, Academic and Medical Research Fisher Scientific Thermo Fisher Scientific

300 Industry Drive | Pittsburgh, PA 15275

Mobile: (949) 842-9685

eric.vandenburg@thermofisher.com | www.fishersci.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: $7,500,000.00

Change Order 1: $0 Administrative Change Order

TOTAL CONTRACT: $7,500,000.00

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3	0	ANN	$2,500,000.00	$7,500,000.00

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)	$7,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$7,500,000.00

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

Change Order Summary

Purchase Order Name:	Lab Equipment & Supplies - CC
Purchase Order Number:	PADD16201018
Contract Number:	
Change 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

Cindy Freed
FISHER SCIENTIFIC COMPANY L.L.C.
2000 Park Lane
Pittsburgh, PA 15275
Phone: 800-766-7000

Fax:

Email: cindy.freed@fishersci.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		$2,500,000.00	$0.00	$7,500,000.00

Delivery Date:	April 4, 2016
Shipping Method:	Delivery
Shipping Instructions:	
Ship FOB:	Destination
Special Instructions:	
Internal Comments:	

TOTAL: (USD) $7,500,000.00

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")

Fisher Scientific Company, LLC
Master Agreement No: MA16000234-1
(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. MA16000234-1) 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 catalog sales.

For Example: *If the total of your net catalog 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	Eric Van Denburg
Address	300 Industry Drive, Pittsburg, PA 15275
Telephone	949-842-9865
Fax	949-858-8782
E-mail	Eric.vandenburg@thermofisher.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.

6. Entire Agreement: This PADD and the Master Agreement No. MA16000234-1, 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: **Fisher Scientific Company, LLC**
By: Chelsea Cameron	By:
Name: Chelsea Cameron	Name: Gary M. Galluzzi
Title: Purchasing Officer	Title: Vice President
Date: 04/04/2016	Date: 4/4/2016

MASTER AGREEMENT
MA16000234-1

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"

In conjunction with NASPO ValuePoint

and

Fisher Scientific Company 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

Fisher Scientific Company L.L.C.

Vice President
Name, Title

03-21-16
Date

Division of Purchasing

Chelsea Cameron, Purchasing Officer

03/22/2016
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~~

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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.
Fisher Scientific shall pay 0.25% NASPO ValuePoint Administrative Fee on all catalog sales not excluded under Section 3.2.

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. Fisher Scientific will absorb normal freight charges for catalog sales and will pass through freight cost on third party sales. On third party orders, Fisher Scientific is acting as the ordering entity's agent and does not take title.

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. Products may be returned within thirty (30) days for replacement or adjustment through the "no hassle" return program.

All returns, replacements, technical services and support will be handled by Fisher Scientific's customer service organization as follows:
To assure prompt handling, customers must obtain a Return Goods Authorization Number (RGA number) from Customer Service and reference this number on return shipping documents. An RGA can be obtained by calling Customer Service at 800-766-7000 and/or request on-line authorization. Returns made without the RGA number will be returned freight collect.

Fisher Scientific will issue full credit for:

- Products no supplied in accordance with customers order; and
- Products which are defective at the time of receipt by the Subscriber

Fisher Scientific will issue partial credit for:

- Products ordered in error, with the exceptions noted below.

Product returns for Projects ordered in error are subject to a 15% restocking charge plus any applicable charges for necessary inspection, reworking or refurbishing, or for items not normally cataloged by Distributor. Hazardous materials authorized for return must be packed, labeled and shipped in accordance with DOT regulations governing transportation of hazardous materials and any other applicable requirements.

Fisher Scientific will not issue credit for:

- Products which have been discontinued;
- Products which are personalized or customized;

- Non-distributor line products supplied to Customer as an accommodation, including, without limitation, third party purchases;
- Products not purchased from Distributor;
- Refrigerated or temperature controlled products;
- Products which are outdated, shelf-worn, used or defaced and, therefore, unsuitable for return to stock and resale as new;
- Reagents, diagnostics, or chemicals which have been opened;
- Products that have been shipped outside the United States; and
- Medical device products.

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. In the event the price extended to NASPO results in a price below Fisher Scientific's cost plus fifteen percent (15%), the price to charged to NASPO will be mutually agreed upon within thirty (30) calendar days. The pricing shall be subject to mutual review in the event Fisher Scientific's cost for a catalog product increases more than five percent (5%) within a firm price period.

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. Fisher Scientific will allow an audit to be conducted on reasonable notice and during normal business hours for term of this agreement and for one (1) year after termination. This audit shall be conducted one per year. Each party will bear its own expenses. In determining whether or not Fisher Scientific owes a refund, all overcharges and undercharges will be net against each other.

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

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. 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~~, 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, employees and representatives, 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:

(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. 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 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. 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 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 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, license to publish, translate, reproduce, transfer with any sale of tangible media or Product, 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 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 is suitable for the ordinary purposes for Product is intended to be used, (b) the Product is designed and manufactured in a commercially reasonable manner, and (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. [RESERVED]

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

RFP16000231 - Laboratory Equipment and Supplies
Attachment D - Representative Sample of Items

Item Number	Description	Catalog #	2016 SU List Price	% Discount	SU Net Price
1	Pipette Tips, P250, Case of 960	02707265	$ 204.23	66.1%	$ 68.73
2	Pipette Tips, P20, Case of 960	02707425	$ 64.16	70.9%	$ 18.65
3	Disposable Scalpel, Sterile, #10, Pack of 10	3120032	$ 26.65	29.2%	$ 18.87
4	Microtubes, 250-500 UL, Pack of 50	14666326	$ 45.00	90.7%	$ 4.18
5	Base Molding, with Adhesive, 48", Black, Each	5MFJ6	$ 6.03	0.0%	$ 6.03
6	Grade 934-AH Microfiber Filter, 4.7 CM, Pack of 100	0980442A	$ 34.96	85.0%	$ 5.24
7	Beaker Cup, Polystyrene, 50 ML, Case of 500	FB0129110	$ 29.00	86.7%	$ 3.85
8	Clear Vial with Bevel Top, 20 MM, 20ML, Pack of 100	03250591	$ 91.61	32.2%	$ 62.16
9	Culture Tube, Disposable, 13 X 100 MM, 9 ML, Case of 1000	1496127	$ 112.65	58.4%	$ 46.91
10	Monitoring Thermometer, Each	06664269	$ 63.00	49.0%	$ 32.13
11	Wide Mouth Packer, HDPE, PC, 250 ML, Case of 24	05721133	$ 50.00	50.0%	$ 25.00
12	Base Molding Corner Clip, Black	F136800	$ 3.08	0.0%	$ 3.08
13	Petri Dish, Disposable, Stackable, 100 X 15 MM, Case of 500	FB0875712	$ 269.90	85.0%	$ 40.49
14	Serological Pipets, Polystyrene, Sterile, Plugged, Disposable, Ind. Wrapped, 10 ML , Case of 200	07200619	$ 50.70	57.0%	$ 21.80
15	Pasteur Pipets, Glass, Disposable, Short Tip, 5-3/4", Case of 1000	22042816	$ 41.52	88.2%	$ 4.90
16	Evolution One Latex Gloves, MicroFlex, SM, Pack of 100	113945A	$ 66.96	94.0%	$ 4.02
17	Mag Butyl Seal, 20 MM, Pack of 100	200021MS	$ 36.72	0.0%	$ 36.72
18	Nitrile Exam Gloves, Powder Free, M, Pack of 100	19170010B	$ 23.94	85.0%	$ 3.59
19	Microtainer Tube with K2 EDTA, Lavender, Pack of 50	02066933	$ 56.72	50.1%	$ 28.29
20	A/E Microfiber Filter, 1 UM, 47 MM, DM, Pack of 100	AP4004700	$ 50.50	40.0%	$ 30.30
21	M-FC Broth with Rosolic Acid, Fecal Coliforms, 2 ML Plastic Ampule, Pack of 50	MHA0DFCR2	$ 69.00	35.0%	$ 44.85
22	Broken Glass Disposable Carton, Floor, 12 x 12 x 27", Pack of 6	120097A	$ 128.10	87.1%	$ 16.53
23	Culture Tube, Glass, Disposable, 12 X 75MM, 5 ML, Case of 1000	1496126	$ 105.72	58.4%	$ 44.02
24	Serological Pipet, Sterile, Polystyrene, Plugged,Blue, Ind. Wrapped, 5 ML, Case of 200	072009	$ 135.10	47.0%	$ 71.60
25	BDH Buffer Reference Standard, PH7, Yellow, 4 L, Each	15511	$ 84.95	75.0%	$ 21.24
26	Evolution One Latex Gloves, MicroFlex, M, Pack of 100	113945B	$ 66.96	94.0%	$ 4.02
27	Boston Round Bottles, with Teflon Caps, Amber, I-CHEM Certified 200 Series, 1 L, Case of 12	02911833	$ 72.57	50.0%	$ 36.29
28	HDPE Cylinder Round Bottle, with Caps, 8 OZ, Case of 24	02911962	$ 259.73	76.3%	$ 61.57
29	Petri Dish, Polystyrene, Sterile, Plain, 50 X 9 MM, Pack of 100	PD2004750	$ 74.00	40.0%	$ 44.40
30	Centrifuge Tube, Conical Bottom, without Cap, Glass, 10 ML, Case of 125	0553843C	$ 133.30	58.0%	$ 55.99
31	Culture Tubes, Glass, Disposable, 20 X 150 MM, Case of 500	1496133	$ 185.50	58.4%	$ 77.24
32	Microfiber Filter, Binder Free, Grade 934-AH, Glass, 2.4 CM, Pack of 100	0980424A	$ 30.56	85.0%	$ 4.58
33	BDH Buffer Reference Standard, PH10, Blue, 4 L, Each	SB1154	$ 153.47	79.0%	$ 32.23
34	Culture Tubes, Glass, Disposable, with Screw Cap Finish, 16 X 125 MM, Case of 1000	149565A	$ 368.80	73.7%	$ 98.76
35	Phenolic Screw Caps with Rubber Liner, Cap Size 15-415, Case of 1000	1495782E	$ 202.36	64.4%	$ 72.01
36	AcroPrep Advance Plate with 1.2 µm Supor membrane, Pack of 10	8130	$ 103.59	0.0%	$ 103.59
37	Screw Caps, Blue, Size 9-425 Polypropylene, Pack of 100	03341617	$ 343.83	45.8%	$ 186.29
38	BD Trypticase Soy Agar, with 5% Sheep Blood, TSA II, Case of 100	R01202	$ 444.16	93.0%	$ 31.09
39	Petri Dish, Polystyrene, Sterile, Plain, 50 MM, Bulk Packaging, Pack of 500	AS4052	$ 153.20	85.0%	$ 22.98
40	Serological Pipet, Sterile, Polystyrene,With Ascending/Descending Graduations, Anti-Drip Tip, Orange, 10 ML, Case of 200	1367812E	$ 197.20	78.0%	$ 43.38
41	Culture Tubes, Glass, Disposable, 10 X 75MM, Case of 1000	1496125	$ 99.99	58.4%	$ 41.64
42	Syringe Filter with Polypropylene Housing, .45 UM, 25 MM, Case of 100	097190	$ 280.42	84.4%	$ 43.64
43	Petri Dish, Crystal Grade Polystyrene, Sterile, Plain, Corning, 100 X 15 MM, Case of 500	CB7571000	$ 195.00	48.0%	$ 101.40
44	Eppendorf epTIPS Pipet Tips, 2 - 200 UL, 10 Trays of 96 Tips, Case of 960	0030403111	$ 114.20	42.0%	$ 66.24
45	Weighing Paper, 4 X 4", Pack of 500	09898128	$ 41.00	90.5%	$ 3.90
46	Pasteur Pipets, Glass, Disposable, Long Tip, 9", Case of 1000	13678200	$ 185.45	88.2%	$ 21.90
47	RPR Syphilis Card Test Kits, 500 Test Kit, Each	WA60C3	$ 297.91	61.2%	$ 115.53
48	Seal for Vials, Crimp Cap, Aluminum, Gray PTFE/Black Butyl, 20 MM, Pack of 100	22021867	$ 86.96	45.8%	$ 47.10
49	Nitrile Exam Gloves, Powder Free, L, Pack of 100	19170010C	$ 23.94	85.0%	$ 3.59
50	BDH Buffer Reference Standard, PH 4, Red, 4 L, Each	RBU150104A	$ 66.07	59.0%	$ 27.09
51	Petri Dish, Crystal Grade Polystyrene, Stackable for Automation, Sterile, Plain, 100 X 15 MM, Case of 500	CB7571000	$ 195.00	48.0%	$ 101.40
52	BDH Buffer Reference Standard, PH10, Blue, 500 ML, Each	SB115500	$ 43.56	78.0%	$ 9.58
53	Dichloimethane, Narrow Mouth, Amber Bottle, 4 L, Each	AC610160040	$ 168.61	35.0%	$ 109.60
54	BDH Buffer Reference Standard, PH7, Yellow, YELLOW 500ML	155116	$ 25.06	74.0%	$ 6.52
55	Nitrile Exam Gloves, Powder Free, S, Pack of 100	19170010A	$ 23.94	85.0%	$ 3.59
56	Culture Tubes, Glass, Disposable, 16 X 150 MM, Case of 1000	1496131	$ 184.82	58.4%	$ 76.96
57	Graphite Sealing Ring, Pack of 2	21899	$ 26.00	0.0%	$ 26.00
58	Kimwipes Delicate Task Wipers, 11.4 X 21.3 CM, Pack of 280	06666A	$ 8.65	78.2%	$ 1.89
59	Nitrile Soft Exam Gloves, Powder Free, S, Pack of 100	19170010A	$ 23.94	85.0%	$ 3.59
60	Petri Dish, Polystyrene, Semi-Stackable, Disposable, Plain, 100 X 15 MM, Case of 500	FB0875713	$ 270.40	85.0%	$ 40.56
61	Finntip Pipet Tips, 1 - 10 ML, Non Sterile, 100 per Bag, Pack of 100	02707454	$ 31.72	75.0%	$ 7.93
62	Nitrile Soft Exam Gloves, Powder Free, M, Pack of 100	19170010B	$ 23.94	85.0%	$ 3.59
63	Lauryl Tryptose Broth, 500 G, Each	R453662	$ 129.03	65.0%	$ 45.16
64	Analyslide, Petri Dish on a Slide, 47 MM, Pack of 100	PDMA04700	$ 80.00	40.0%	$ 48.00
65	Grade 934-AH Glass Microfiber, Binder Free, 11 CM, Pack of 100	0980411DA	$ 116.66	82.0%	$ 21.00
66	Bleach, Clorox Ultra, 96 OZ, Each	04355150	$ 35.27	65.9%	$ 12.02
67	BD BBL™ Prepared Media Stacker™ Plates, Chocolate II Agar (GC II Agar, with Hemoglobin and BD IsoVitaleX™), Pack of 20	221169X	$ 34.25	70.3%	$ 10.17
68	Microfiber Filter, Binder Free, Grade 934-AH, Glass, 9 CM, Pack of 100	0980490C	$ 156.60	85.0%	$ 23.49
69	Bottle, HDPE, Wide Mouth, Round, 1 L, Case of 72	02912020	$ 181.30	76.3%	$ 42.98
70	Orion pH Electrode Cleaning and Storage Solutions 1 Pint, Each	13303160	$ 84.88	40.0%	$ 50.93
71	Dichloromethane with Amylene Preservative, 4 L, Each	AC406920040	$ 131.00	35.0%	$ 85.15
72	Culture Tubes, Glass, Disposable, 16 x 100 MM, 14 ML, Case of 1000	1496129	$ 159.72	58.4%	$ 64.01
73	BD BBL Prepared Media Stacker Plates, BD Trypticase Soy Agar, with 5% Sheep Blood (TSA II), Pack of 20	R01200	$ 43.11	93.0%	$ 3.02
74	ORION Total Ionic Strength Adjustment Buffer, TISAB II, 3.8 L, Each	SB1754	$ 244.38	74.0%	$ 63.54
75	Nalgene VERSI-DRY Lab Table Soakers, 20" x 300', Case of 2	1420665	$ 167.72	71.8%	$ 47.21

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				
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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) Fisher Scientific Company L.L.C.

ADDRESS 300 Industry Drive

CITY, ST, ZIP Pittsburgh, PA 15275

PHONE: 724.517.1500 (not for ordering) FAX: 800.926.1166 Customer Service FEIN: 23 - 2942737

E-Mail Gary.Galluzzi@thermofisher.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 3, 2015
Date

Gary M. Galluzzi
Printed Name

Industry Vice President, Academic & Government
Title

State of Idaho, Department of Administration
Division of Purchasing

In conjunction with

NASPO ValuePoint

Amendment 1
RFP16000231 Laboratory Equipment and Supplies

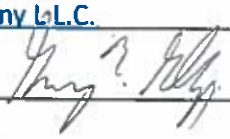
Posted to IPRO November 16, 2015

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: Fisher Scientific Company L.L.C.

Signature of Authorized Agent: 

Printed Name: Gary Galluzzi, Industry Vice President, Academic & Government

Date: November 17, 2015

ThermoFisher
SCIENTIFIC
The world leader in serving science

Thermo Fisher Scientific
Fisher Scientific Company L.L.C.
FEIN No. 23 -2942737
300 Industry Drive
Pittsburgh, PA 15275
724.517.1500 (not for ordering)
www.fishersci.com

Fisher Scientific

December 3, 2015

Ms. Chelsea Cameron
Buyer
State of Idaho
Division of Purchasing
650 W. State Street, B–15
Boise, ID 83720

Re: ***Response to Request for Proposals, Idaho Solicitation Number RFP 16000231 Laboratory Equipment and Supplies***

Dear Chelsea:

On behalf of Fisher Scientific, I am pleased to submit our response to The State of Idaho, Division of Purchasing, in conjunction with NASPO ValuePoint.

Per the instructions in Section 6, Mandatory Administrative Requirements, we have included the separate Signature Page and this Cover Letter with responses to the following statements:

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:

Fisher Scientific acknowledges. This required information is provided in this document.

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.

Fisher Scientific acknowledges. This required information is provided in this document.

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).

Fisher Scientific acknowledges our willingness to comply.

Thermo Fisher Scientific
Fisher Scientific Company L.L.C.
FEIN No. 23 -2942737
300 Industry Drive
Pittsburgh, PA 15275
724.517.1500 (not for ordering)
www.fishersci.com

Fisher Scientific

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.
Fisher Scientific acknowledges and understands this requirement.

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

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.
Fisher Scientific acknowledges and understands.

6.2.6 A statement naming the firms and/or staff responsible for writing the proposal.
Fisher Scientific acknowledges that our response has been written under the direction and guidance of Industry Director, Eric Van Denburg and Industry Vice President of Academic & Government, Gary Galluzzi.

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.
Fisher Scientific acknowledges and complies with this statement.

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

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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.
Fisher Scientific acknowledges and complies.

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.
Fisher Scientific acknowledges and agrees to pay 0.25% NASPO ValuePoint Administrative Fee on all catalog sales not excluded under Section 3.2.

6.2.11 A statement identifying the geographic region or "all NASPO" if bidding on Bands 2-4.
Fisher Scientific acknowledges and is bidding all NASPO.

We strongly believe that our service capabilities, strong track record in the academic market, and unmatched portfolio breadth make Fisher Scientific the **best** laboratory solutions partner. We look forward to discussing our proposal and the value our offering can bring to the contract users.

Sincerely,

Gary M. Galluzzi
Industry Vice President, Academic and Government
Phone: 513.225.0140 | E-mail: Gary.Galluzzi@thermofisher.com

Customer Service Toll-Free Number: 800.766.7000
Customer Service Toll-Free Fax Number: 800.926.1166

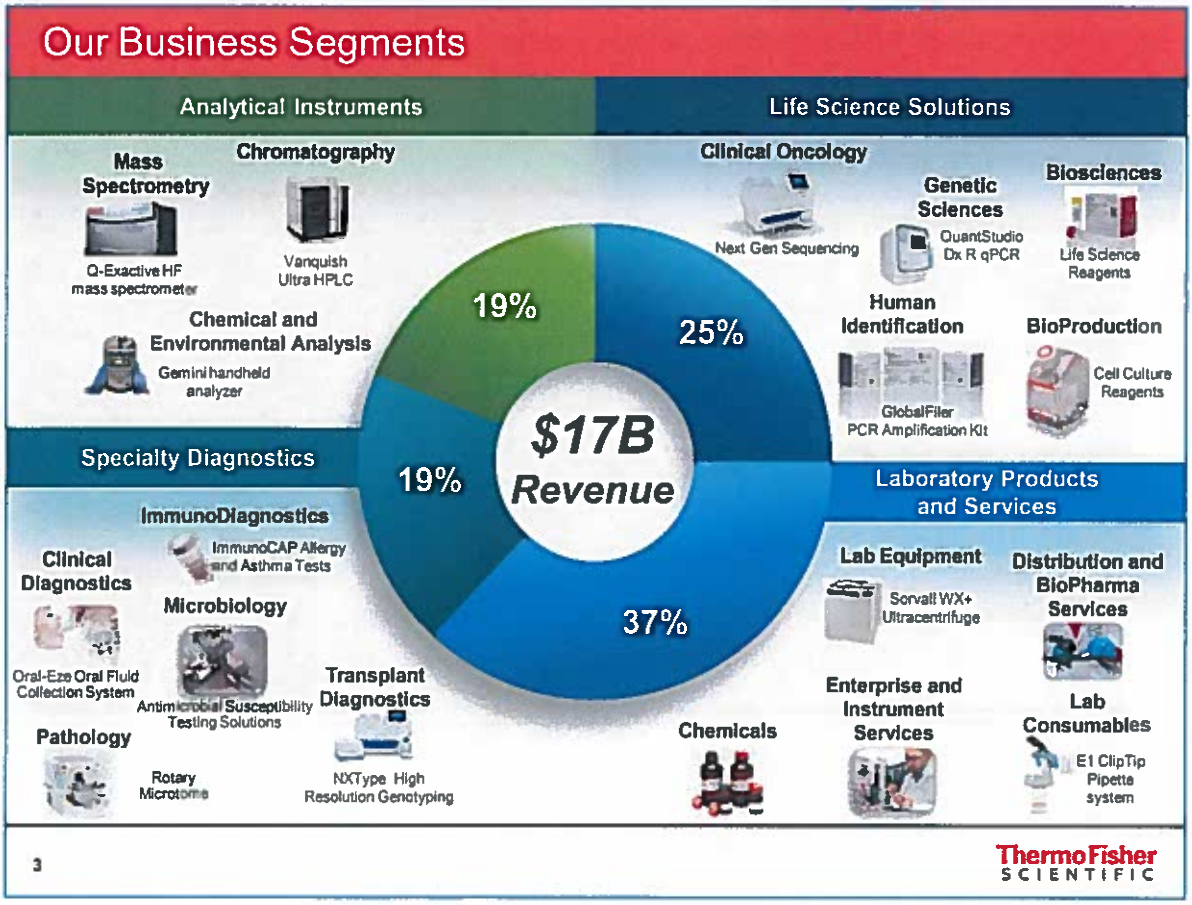
EXECUTIVE SUMMARY

Thank you for giving Fisher Scientific the opportunity to respond to The State of Idaho / NASPO ValuePoint Request for Proposal Number RFP16000231 for Laboratory Equipment and Supplies to establish a Master Agreement. Our response provides a full line of laboratory equipment and supplies for Band 1. We would also like to be considered for other bands for products that we can provide.

Over our contract history, we have supported NASPO ValuePoint participants through regular sales coverage and regional warehouses that stock the products that end users require, ensuring a simple and convenient order process that delivers products to the end users quickly and efficiently. As the largest laboratory supply distributor in the industry, Fisher Scientific operates 11 full-service distribution centers throughout the United States and Puerto Rico. Our warehouses are strategically placed in order to ensure prompt delivery service to State of Idaho / NASPO customers, anywhere in the country.

Sole Award Incentives

In addition to our offer for a multiple award, Fisher Scientific is also proposing incentives for a sole award, intended to highlight the benefits that a sole award can offer by leveraging your spend through one company.



EXECUTIVE SUMMARY

As you review our separate Cost Proposal, Fisher Scientific is pleased to present specific incentives for a sole award, which will benefit NASPO over the course of a long-term contract. These include the following:

- Contingent upon **sole award** of a contract to Fisher Scientific, we agree to provide NASPO ValuePoint with an additional 0.25% contract administrative fee on all catalog sales. This is in addition to the contract administrative fee outlined in Section 6.2.10 of the proposal.
- Contingent upon **sole award** of a contract to Fisher Scientific, we agree to provide a rebate of five percent (5%) on total incremental catalog sales back to NASPO ValuePoint for the benefit of and disbursement to participating States. The baseline for catalog sales will be reestablished annually. NASPO ValuePoint shall be responsible for administering equitable disbursement of funds back to the individual participating States.

Individual States retain the ability to negotiate additional contract administrative fees.

EXECUTIVE SUMMARY

Reasons to Choose Fisher Scientific	Details

Customer Support	• National network of geographically based sales representatives
	• Access to field based application specialists
	  • Technical Sales Representative
	  • Senior E-Business Analysts
	  • Chemical Specialist
	  • Safety Sales Representative
	  • Managed Services Specialists
	• Nationwide team of approximately 400 professional customer service representatives
	• Live Chat and Automate On-Line Customer Service Available on Fisher Scientific's Website

Product Portfolio	• Leading global provider of more than 800,000 laboratory products and services from over 10,000 suppliers • Unmatched offering of Life Science products in the industry • Extensive array of innovative equipment and technologies • More than 75,000 laboratory and industrial safety products and services • Green purchasing, if desired GREEN
Logistics	• Network of 11 full-service, state of the art distribution services • Highly responsive systems with efficiencies in order processing and material handling • Real-time order entry and inventory visibility • All major distribution centers are certified ISO 9001:2000 Certificate US09/5447
Discounts to Remain Firm	• Discount percentages will remain firm for the life of the contract. • Fisher Scientific affirms that discounts applicable to new items or replacement items will be discounted in accordance with NASPO's assigned Product Pricing Group schedule.
Sustainability	• Green products identified on our website • Recognized by *Newsweek* as one of the greenest companies in America • Corporate Social Responsibility Report on line

Conclusion

With our unmatched portfolio breadth, technical expertise, logistics and service capabilities, and strong track record of servicing the public sector, Fisher Scientific strongly believes that we are the **best** laboratory equipment and supplies partner. You have Fisher Scientific's commitment that we have all of the necessary tools and resources to successfully implement our proposal and we look forward to taking the next step with NASPO ValuePoint and the State of Idaho.

ThermoFisher SCIENTIFIC

Technical Proposal

Providing a One-Stop Source and Choice

THE STATE OF IDAHO
and

NASPO ValuePoint

Idaho Solicitation Number
RFP16000231
Laboratory Equipment and Supplies

December 3, 2015

Prepared by: Eric Van Denburg
Fisher Scientific Company L.L.C.
300 Industry Drive
Pittsburgh, PA 15275

Technical Proposal

Fisher Scientific

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1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Laboratory Equipment & 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.
Fisher Scientific acknowledges.

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
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.

Fisher Scientific was represented at the Pre-Proposal Conference by Industry Director, Eric Van Denburg.

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.

Fisher Scientific acknowledges.

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 .)

Fisher Scientific acknowledges.

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**.

Fisher Scientific acknowledges.

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.

Fisher Scientific acknowledges.

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)

Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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).
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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**.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.

Fisher Scientific acknowledges.

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.

Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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:
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

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.
Fisher Scientific acknowledges.

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).
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

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.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

6.2.4 A statement of the Offeror's compliance with affirmative action and equal employment regulations.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

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.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

6.2.6 A statement naming the firms and/or staff responsible for writing the proposal.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

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.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

6.2.8 A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

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.
Fisher Scientific acknowledges. This required information has been included in the Cover Letter.

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.
Fisher Scientific acknowledges and agrees to pay 0.25% NASPO ValuePoint Administrative Fee on all catalog sales not excluded under Section 3.2. This required information has been included in the Cover Letter.

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

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
Fisher Scientific acknowledges.

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.

In today's challenging business environment, Fisher Scientific understands the importance of leveraging our supplier relationships to offer you the **best choice of products and services** at competitive prices.

As the channel-to-market for Thermo Fisher Scientific, Fisher Scientific is a leading global provider of more than 800,000 products and services from over 10,000 suppliers. Our experience in a number of markets, e.g., pharmaceutical, biotech, academic, government, industrial, food and agriculture, safety, and more, positions us to meet NASPO's product and service needs on all levels.

Our company portfolio is represented by **five premier brands**: Thermo Scientific, Applied Biosystems, Invitrogen, Fisher Scientific, and Unity Lab Services.

- The **Thermo Scientific** brand offers customers in research, diagnostics, industrial, and applied markets a complete range of high-end analytical instruments as well as laboratory equipment, software, services, consumables and reagents. Our portfolio of products includes innovative technologies for mass spectrometry, chromatography, elemental analysis, molecular spectroscopy, sample preparation, informatics, chemical research and analysis, cell culture, bioprocess production, cellular, protein and molecular biology research, allergy testing, drugs-of-abuse testing, therapeutic drug monitoring testing, microbiology, anatomical pathology, as well as environmental monitoring and process control.

- The **Applied Biosystems** brand offers customers in research, clinical and applied markets integrated instrument systems, reagents, and software for genetic analysis. Our portfolio includes innovative technologies for genetic sequencing and real-time, digital and end point polymerase chain reaction (PCR), that are used to determine meaningful genetic information in applications such as cancer diagnostics, human identification testing, and animal health, as well as inherited and infectious disease.

- The **Invitrogen** brand offers life science customers a broad range of consumables and instruments that accelerate research and ensure consistency of results. Our portfolio of products includes innovative solutions for cellular analysis and biology, flow cytometry, cell culture, protein expression, synthetic biology, molecular biology and protein biology.

- **Fisher Scientific** is our channels brand, offering a one-stop source and choice for a family of global product and service brands comprising a comprehensive range of laboratory equipment, chemicals, instruments, biological products, production and safety products, consumable supplies including protective apparel, glass and plasticware. Fisher Scientific's extensive list of **exclusive alliances** with major manufacturers allows us to give our customers easy access to the products that are most in demand—all from one supplier. In addition, we also provide a wide array of value-added services including inventory management, supply chain management, third party procurement, chemical management, and laboratory services.

- **Unity Lab Services** is our services brand, offering a complete portfolio of services from enterprise level engagements to individual instruments and laboratory equipment, regardless of the original manufacturer.

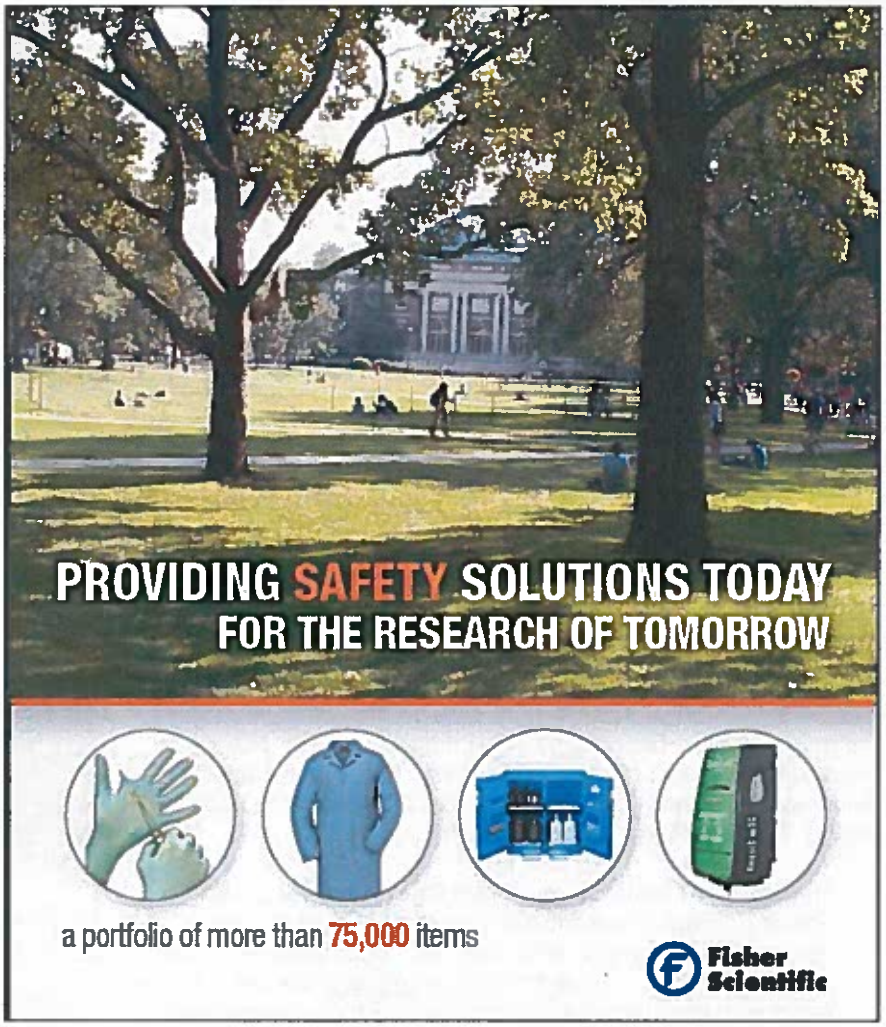
  The vision of Unity Lab Services is to help customers improve productivity, reduce costs, and increase compliance by focusing on overall supply chain improvements like vendor consolidation, electronic commerce, third party procurement, and outsourced on-site services. If a customer has a need to outsource certain services, Unity Lab Services can provide the expertise and experience you need to manage cost and can add quantifiable value by providing industry best practices for those functions that are not within the realm of your core competencies. *Services described may involve a negotiated fee.*

  - **Professional Services**—Includes the Needs Assessment, e-business, and implementation services
  - **Lab Supply Management Services**—Order management, material management, and **inventory / stockroom management**
  - **Chemical Management Services**—Sourcing and purchasing support, chemical receiving and information management, on-site waste management, waste disposal, EH&S, and related services
  - **Support Services**—Such as glassware washing, garment management, chart data recorder, mail management, and safety services

Additional One-Stop Sourcing
Additional capabilities include our safety, life science, healthcare, and science education offering.

Safety Product Offering
For more than 100 years, we have been one of the leading providers of laboratory and occupational safety products and services, with more than 75,000 safety products, and another 700,000 products from our other catalogs.

Fisher Scientific offers a total safety solution of products, services, and support to help protect against possible safety lapses and their associated costs. In addition, Fisher Scientific is the only national provider of safety products to employ a dedicated safety sales and account management team to help minimize risk and costs associated with injury or fines. Our team of specially trained safety experts can offer NASPO the safety support needed.



Safety Capability	Safety Focus
Facility Safety **(Laboratory and Non-laboratory business)** 	• Business, e.g., general industry, pharmaceutical, biotechnology, petrochemical, food / agriculture, electronics, semi-conductor, medical device, etc. • University • Government • Hospital
Controlled Environments 	• Business, e.g., pharmaceutical production, electronics, semi-conductor, medical device, etc. • University • Government • Hospital
First Responder 	• Federal, State, Municipal • Military • University • Business
Personal Protection 	• Business, e.g., general industry, pharmaceutical, biotechnology, petrochemical, food / agriculture, electronics, semi-conductor, medical device, etc. • University • Government • Hospital

Life Science Product Offering

Our life science product offering is unmatched as a national channel of products and suppliers with our Thermo Fisher Scientific brands (e.g., Thermo Scientific Pierce, Thermo Scientific ABgene, Invitrogen, Applied Biosystems, Maybridge, etc.). We provide an exceptional selection of products for every Life Science application, including Cell Culture, Cell Biology, Stem Cell Research, Molecular Biology, Protein Research, and much more.

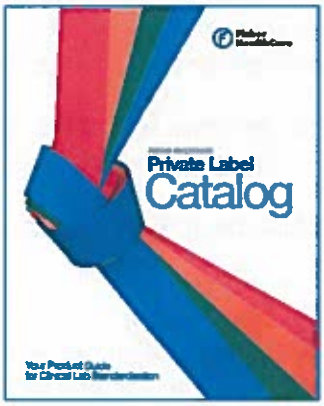
- **Antibodies / Immunology:** From flow cytometry to cell signaling, Fisher Scientific offers immunoassays including cytometric bead arrays. With over 192,000 antibodies in our portfolio and an on-line antibodies search tool, we are a market leader with premier brands in the industry that promote high quality, validated antibodies.
- **Cell Analysis:** From cell viability and proliferation to regulatory pathway analysis, Fisher Scientific supplies you with a best-in-class portfolio of high quality reagents, cell based assays, imaging systems and fluorescent microscopy.

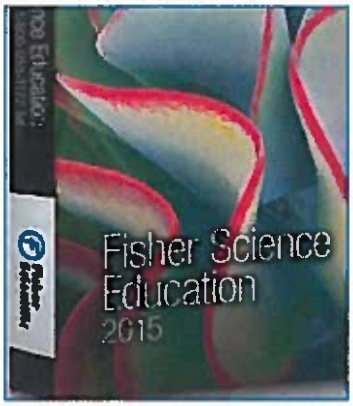
- **Cell Culture:** Fisher Scientific provides the highest quality FBS and supplements, as well as a choice of storage and preservation options, from seedling to propagation,
- **Molecular Biology:** From nucleic acid purification products to advanced analytical tools, such as market-leading PCR and qPCR, Fisher Scientific can support all of your genomics research.
- **Microbiology:** Our product offering is extensive, and offers a full line of industrial supplies for end–to–end use in food testing, environmental screening, biopharmaceutical production and process validation.
- **Protein Biology:** From sample prep to Western Blotting, Fisher Scientific provides high quality protein purification reagents including multiplexing and protein detection instrumentation and reagents.
- **Customized Solutions for Life Science Research:** Fisher Scientific also offers a number of custom solutions to fit your application. We can provide custom antibodies, oligos, RNAi reagents, qPCR assays, and Luminex assays to your specifications.
- **CORE** Consignment Freezer / Refrigerator Program (**Convenient On-Site Replenishment Program**) puts a Life Science "superstore" in your lab, so products that are used most are always onsite and in stock.

Healthcare and Science Education

Fisher HealthCare focuses on meeting diagnostic testing needs in healthcare facilities and is a leading supplier of diagnostic tests, equipment, chemicals, and scientific clinical products, supplies, and consumables. Whether in hospitals, reference labs, physician's offices, government, healthcare site, public health clinics, and universities - our people, products and business solutions focus on helping our customers deliver the best patient care.

Fisher Science Education serves the education markets in biology, biotechnology, chemistry, earth science, general science, physical science, physics, and lab safety providing thousands of innovative products that help keep science teachers informed on the latest updates in the field. Fisher Science Education provides a product focus for educators in K-6; middle, junior, and senior high school; and colleges and universities.





Fisherbrand® Products: Quality. Reliability. Value.

Our private label product line, Fisherbrand®, offers customers a wide selection of laboratory and safety supplies and consumables manufactured to meet the most stringent standards of performance, reliability, and durability—all at an economical price.

Within the Fisherbrand family of private label and self-manufactured products, you can find a wide **choice of quality products** that not only meet your everyday safety compliance needs, but specialized needs as found in the laboratory or controlled environment. You save the time and effort needed to find the right products on which to standardize.

Fisher Scientific offers an extensive line of Fisherbrand products, providing the quality you need at a price you can afford.

Look for the Fisherbrand name for assurance of quality, reliability and value.

- Reliable, trusted products
- Premium features and cost-saving programs
- Affordable pricing
- Wide product selection
- Items in stock and readily available
- Outstanding customer service

Fisher Scientific's Position in the Marketplace

In today's challenging research environment, it is more important than ever to select a laboratory provider who understands the challenges that customers such as NASPO face every day. Fisher Scientific provides the right combination of products, processes, people, and continuous savings to help you achieve your objectives while keeping costs under control.

Fisher Scientific holds the **primary** contract position at a large percentage of the top 100 NIH-funded universities in the U.S. Many of these partnerships and contracts have been in place for many years, and are up to ten years in length.

7.2 (E) REFERENCES

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

Fisher Scientific acknowledges. References have been contacted, as required.

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.

Fisher Scientific acknowledges. References have been contacted, as required.

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.

Fisher Scientific acknowledges. References have been contacted, as required.

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 Offeror's business history, description of current service area, and customer base.

With a 113-year history in serving science, Fisher Scientific is the market leader in serving state and academic institutions such as those represented by this RFP. From traditional laboratory and safety procurement to advanced e-commerce and inventory management

solutions, we have considerable experience in developing programs to streamline the procurement process and add considerable value to State agency operations.

Experience with Public Sector Contracts

Fisher Scientific has a long history of working with state, federal, and local government entities, as well as affiliated academic and research institutions. Currently, we hold at least one Contract with every State, and 15 stand-alone contracts with the Federal Government.

Experience 1

ICPT Lawrence Livermore National Security L.L.C.

- ICPT CONTRACT – Basic Ordering Agreement No. LLNL-BOA-2013-002.
- To provide Laboratory Products and Supplies to DOE Contractors and authorized Subcontractors through WEB Order Entry System.
- Lawrence Livermore National Laboratory, P.O. Box 5012, L-650 Livermore, CA 94551.
- Fisher Scientific has had this ICPT Contract for over 10 years supplying Laboratory Supplies & Equipment to DOE Contractors and authorized Subcontractors.

Experience 2

GSA Schedule 66 – Contract # GS-07F-161BA for Chemical, Laboratory Supplies and Equipment

- Multiple Award Schedule 66 Contract # GS-07F-161BA
- To provide Laboratory Supplies, Chemicals, Consumables, Reagents, and Equipment to Federal Government Agencies
- General Service Administration, Greater Southwest Acquisition Center, 819 Taylor Street, Rm 7A37, Fort Worth, TX 76102
- Fisher Scientific has had this GSA Schedule 66 Contract for over 15 years, supplying Laboratory Supplies & Equipment to Federal Government Agencies

Experience 3

VA Schedule 65 – Contract # V797P-5992X

- Multiple Award Schedule 65 Contract # V797P-5992X.
- To provide In Vitro Diagnostic Substances, Reagents, Hospital Supplies & Equipment, Test Kits and Test Sets to VA Hospital and Laboratories.
- VA National Acquisition, Center PO Box 76, Building 37 1st Ave, North of Cermak Rd. Hines, IL 60141.
- Fisher Scientific has had this VA Schedule 65 Contract for over 12 years, supplying Reagents, Hospital Supplies & Equipment, Test Kits and Test Sets to VA Hospital and Laboratories.

Experience 4

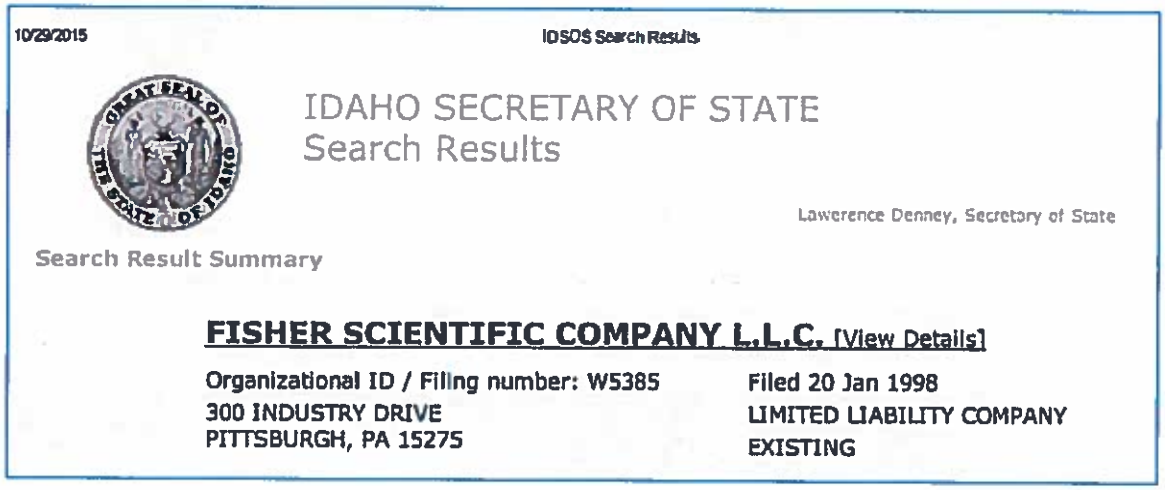
ECAT LIDS Contract #SPM2DE-14-D-7351

- ECAT LIDS Contract SPM2DE-14-D-7351.
- DLA Troop Support - to provide Laboratory Supplies and Equipment to the Dept of Defense, NIH, and other applicable Federal Agencies.
- DLA Troop Support, 700 Robbins Avenue, Building 6, Philadelphia, PA 19111-5006.
- Fisher Scientific has had this ECAT LIDS Contract for over 12 years, supplying Laboratory Supplies and Equipment to the Dept of Defense, NIH, and other applicable Federal Agencies.

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.

Fisher Scientific acknowledges.



10/29/2015 IDSOS Search Results

IDAHO SECRETARY OF STATE
Search Results

Lawerence Denney, Secretary of State

Search Result Summary

FISHER SCIENTIFIC COMPANY L.L.C. [View Details]

Organizational ID / Filing number: W5385
300 INDUSTRY DRIVE
PITTSBURGH, PA 15275

Filed 20 Jan 1998
LIMITED LIABILITY COMPANY
EXISTING

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.

Fisher Scientific acknowledges. Academic Industry Director, Eric Van Denburg, is the single point of contact for the NASPO-Fisher Scientific relationship, overseeing account-related activities and coordinating communication to ensure that we meet our mutual objectives.

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.

Specialists in Key Disciplines

In addition to the following key management personnel, Fisher Scientific can also offer the services of our Application Specialists who can offer expertise on application-based solutions. They work closely with leading suppliers and our single point of contact to provide technical support on our products and services. These include:

- Sr. E-Business Analysts
- Chemical Specialist
- Safety Specialist
- Life Science Specialist
- Managed Services Specialists (specifically-negotiated programs through Unity Lab Services)
- Manufacturer's Representatives
- Sales Representatives

TOLL-FREE CUSTOMER SERVICE

800-766-7000 PHONE
800-926-1166 FAX

Customer Service

- Over 400 experienced Customer Service Representatives to serve our customers
- State-of-the-art telecommunications systems to provide the highest levels of service
- Toll-free customer service with 24 x 7 availability for emergency orders
- Easy and "hassle free" return goods policy available toll-free and on our website, www.fishersci.com
- Toll-free phone and fax

Fisher Scientific Resource	Resume / Qualifications
Gary Galluzzi Industry Vice President, Academic & Government Cell: 513.225.0140 E-mail: Gary.Galluzzi@thermofisher.com	• MBA, Ohio Dominican University • B.A. in Biology, University of Kansas • 27 years of experience in the research and technology marketplace • Previous experience in the laboratory, customer service, sales and management provides a complete view of the laboratory supply marketplace • Responsible for major Academic and Medical Research institutions across the United States and Canada
Eric Van Denburg Industry Director Cell: 949.842.9685 E-mail: Eric.Vandenburg@thermofisher.com	• B.S. Biology, University of California, Irvine • More than 20 years' experience with Thermo Fisher Scientific • Previous laboratory experience, sales and sales management experience • Held national level sales leadership role for Life Sciences segment

Fisher Scientific Resource	Resume / Qualifications
Jeff Gleason Global Vice President Customer Service Cell: 412 498 6584 E-mail: Jeff.Gleason@thermofisher.com	• B.S. Marine Biology, Texas A&M University • 35 years with Thermo Fisher Scientific • Experienced in all operational areas of Thermo Fisher Scientific • Currently responsible for Global Customer Service
Keith McElhaney Finance Manager Pricing Administration Cell: 412.225.3807 E-mail: Keith.Mcelhaney@thermofisher.com	• B.S., Geneva College, Beaver Falls, PA • M.S., Geneva College, Beaver Falls, PA • 20 years experience in accounting and financial analysis • Previous experience in accounting, planning and forecasting in transportation, manufacturing, and distribution

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.

Please see above Resources table.

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.

Fisher Scientific does not anticipate the use of subcontractors for this scope of work.

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.

Fisher Scientific acknowledges.

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.

Fisher Scientific acknowledges. Fisher Scientific's commitment to proactive, comprehensive account management and world-class customer service is a key element of our customer value proposition.

Eric Van Denburg, Director of Academic Accounts, will serve as the Contract Manager with regard to pricing, services, reports, and corporate account management. Eric will assist in coordinating higher level account management activities. Eric is supported by **Gary Galluzzi,** Industry Vice President of Academic and Government accounts. In addition, Fisher Scientific's Sales Representatives are responsible for the day-to-day account activities and for the implementation of all local programs. Detailed contact information and experience is provided in the table in our response to Question 8.1.

Account Management Responsibilities

Our Sales Representatives, as well as Region Managers, Directors, and Vice Presidents have certain responsibilities that they must perform daily. For the purpose of this submission, we have included information for only our Sales Representatives as they support the NASPO relationship.

The following are responsibilities for the dedicated sales account representative:

- Voice mail is reviewed a minimum of three times daily with the first review at the beginning of each work day and the last review at the conclusion of each work day.
- Receipt of messages and any appropriate follow up actions must be accomplished.
- During any personal absence, an extended absence greeting and "out of office" prompt (Email) must be left with a contact person enabled to handle any issues. During Fisher Scientific sales meetings, extended absences are not permitted on either voicemail or email.
- Voicemails received by 4 PM should be returned that day; ones received after 4 PM should be returned before noon the following day.
- Email should be reviewed at least twice daily, once in the AM and once in the PM.
- All emails must be responded to within 24 hours whether resolution to issue has been accomplished or not.

Customer Service – An Integral Part of Account Management
Fisher Scientific has a nationwide team of approximately 400 professional customer service representatives who assist customers with purchase orders, price quotations, product specifications, delivery information, and general account maintenance. When a customer calls into the dedicated, toll-free phone number of **800.766.7000**, a simple two-prompt system provides a guide to the caller's inquiry by directing the call to a specific customer service group trained to handle that need.

Customer service centers are located in Atlanta, Georgia; Chicago, Illinois; Houston, Texas; and Cayey, Puerto Rico. Fisher Scientific employs state-of-the-art telecommunications systems to provide the highest levels of service care. Call **response rates** are measured through a program called CMS, which is a function of our Lucent telephone system. We are able to **track a variety of statistics** via this system, from the number of calls received down to actual daily Customer Service Representative activity. We also perform **call monitoring**, which is documented by a call monitor observation form.

Customer service is available seven days a week, 24 hours a day. However, normal working hours are from 7 AM to 10 PM (EST) Monday through Friday. Outside of normal working hours, our customers can still call our customer service center toll-free for emergency needs. Once an emergency need is established, the answering service contacts a Fisher Scientific associate on our 24x7 emergency list.

On-Line Customer Service Available on Fisher Scientific's Website
Automated self-service is also available on www.fishersci.com, 24 hours a day, 7 days a week. Registered users can place orders in real-time, viewing contract pricing and immediate product availability. Return product authorizations can be obtained on-line as well.

Live Chat
Access to live-chat assistance is being expanded to additional areas of fishersci.com. When customer service and website support chat personnel are available, the live help icon will appear in the following sections of fishersci.com:

- Contact us
- Order status
- Return products
- Login
- Quotes
- Registration
- Government resources

Available Customer Support Tools	
General Customer Service	800.766.7000 or fax 800.926.1166
General Customer Service E-Mail	FisherCustomerService.US@thermofisher.com
Customer Service On-Line Chat	Live Chat by clicking on the icon
Customer Service Quote Inquiries E-mail	CS.quotes@thermofisher.com
Ordering E-mail	FS.order@thermofisher.com
Website-Related Support	877.885.2081 or e-mail form on our website
Chemicals Technical Support	800.227.6701 or e-mail chem.techinfo@thermofisher.com
SAS (formerly MSDS)	Available on-line for most chemicals
Product Certificate Search	Available on-line
Quality Systems	Public downloadable information
Literature Fulfillment	Login required
On-Line Product Support	E-mail form on our website

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.

Fisher Scientific acknowledges.

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:

Fisher Scientific acknowledges. Please see Question 9.1.2.

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

Fisher Scientific acknowledges.

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).

Fisher Scientific acknowledges. Please note that users must be registered and logged-in to view contract pricing.

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

Fisher Scientific acknowledges. Due to PCI (Payment Card Industry) standards and requirements, Fisher Scientific has implemented firewall rules where credit card data is processed and stored. All functions are secure, including every click, keystroke, and page associated with order processing.

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

Fisher Scientific acknowledges. After an order has been submitted, users may check on the order from the Your Account menu:

- Order Status — View your order's status or track shipments.
- Invoices and Packing Slips — After an order has been shipped, you can view the invoice online or request the packing slip.
- Review Requisitions — Search for a requisition by order, account or P.O. number.
- Returns — If you would like to return an item, you can search orders placed within the last 60 days by P.O. or order number.

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.

Fisher Scientific acknowledges. Each location is assigned a distinct 9-digit account number which is matched in Fisher Scientific's mainframe system to an individual ship-to address. This location is also assigned a Fisher Scientific customer dedicated warehouse closest to the ship-to address to maintain consistent service levels. When an order is placed by a requisitioner using this account number, the order is shipped to the appropriate address as provided by the customer.

The 9-digit number identifies the specific transaction and is referenced throughout its life cycle on all documents including packing slips and invoices. Invoice numbers are sequentially assigned by the Fisher Scientific system once shipment is confirmed. Invoice numbers applied to the transaction will remain with the transaction throughout the cycle.

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

Fisher Scientific acknowledges. Our website, www.fishersci.com, has a link at the bottom of the home page called ***Getting Around fishersci.com***. We invite NASPO users to view this link which contains easy to understand tips and information on how to use the website.

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

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.
Fisher Scientific acknowledges. Upon contract award, we will provide this document for internal use only; however, we require that this document shall not be made publicly available by the State of Idaho or any other participating entity.

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.
Fisher Scientific acknowledges.

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 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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific will absorb normal freight charges for catalog sales and will pass through our freight cost on third party sales. Please note, that on third party orders, Fisher Scientific is acting as the ordering entity's agent and does not take title to the goods involved.

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.
Fisher Scientific acknowledges. Currently, special product packaging requirements are not flagged on our website. These charges are added to the invoice after the transaction point.

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.
Fisher Scientific acknowledges.

9.4.6 Any products offered with an applicable shelf life must be date stamped (including gloves).
Fisher Scientific acknowledges. Our standard inventory procedure is first-in, first-out to ensure that only adequate expiration dates are maintained and shipped. We can work with a NASPO customer's procurement department to meet any additional requirements.

Expiration dates may vary and are dependent upon specific product lines, e.g., diagnostics, biological, etc, which are determined by the source receiving expiration date provided by the supplier.

Fisher Scientific employs warehouse inventory control mechanisms to avoid shipping outdated material. This is of critical importance, as it relates to chemical and diagnostic-type products. As a matter of policy, dated material is picked using selection criteria which instruct pickers to rotate inventory, manually confirm expiration dates and proactively discard non-conforming material. In all instances, non-conforming material is sequestered for disposal in order to eliminate the potential for shipment of outdated chemicals.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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).

Fisher Scientific acknowledges, subject to product availability due to manufacturer's backorders and production schedules.

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.

Fisher Scientific acknowledges. The customer will take reasonable steps to retain original packaging in such instances in order to return the goods.

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.

Fisher Scientific's "no hassle" return policy is part of our commitment to fulfilling complete customer satisfaction. Returns can be coordinated by contacting our Customer Service center. Products may be returned within 30 days for replacement or adjustment through our "no hassle" return program.

All returns, replacements, technical services and support will be handled by our customer service organization as follows:

To assure prompt handling, customers must obtain a Return Goods Authorization Number (RGA Number) from Customer Service and reference this number on return shipping documents. An RGA can be obtained by calling Customer Service at 800.766.7000 and / or request on-line authorization (you must be a registered and logged-in user). Please note that returns made without the RGA Number will be returned freight collect.

Fisher Scientific will issue **full credit** for:

- Products not supplied in accordance with customer's orders; and,
- Products which are defective at the time of receipt by the Subscriber.

Fisher Scientific will issue **partial credit** for:

- Products ordered in error, with the exceptions noted below.

Product returns for Products ordered in error are subject to a 15% restocking charge plus any applicable charges for necessary inspection, reworking or refurbishing, or for items not normally cataloged by Distributor. Hazardous materials authorized for return must be packed, labeled and shipped in accordance with DOT regulations governing transportation of hazardous materials and any other applicable requirements.

Fisher Scientific **will not issue credit** for:

- Products which have been discontinued;
- Products which are personalized or customized;
- Non-Distributor line products supplied to Customer as an accommodation, including, without limitation, third party purchases;
- Products not purchased from Distributor;
- Refrigerated or temperature controlled Products;
- Products which are outdated, shelf-worn, used or defaced and, therefore, unsuitable for return to stock and resale as new;
- Reagents, diagnostics, or chemicals which have been opened;
- Products that have been shipped outside the United States; and
- Medical device products.

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.
Fisher Scientific acknowledges.

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).
Fisher Scientific acknowledges. Please see details in Section 9.2.5.

9.9 STATE PURCHASING CARD

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.
Fisher Scientific acknowledges. We accept purchasing cards at the point of sale only.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

9.12 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

Confirm the following, by signature below:

Fisher Scientific Company L.L.C. **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 3, 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.
The cornerstone of our customer relationships is our proven, proactive Account Management Program.

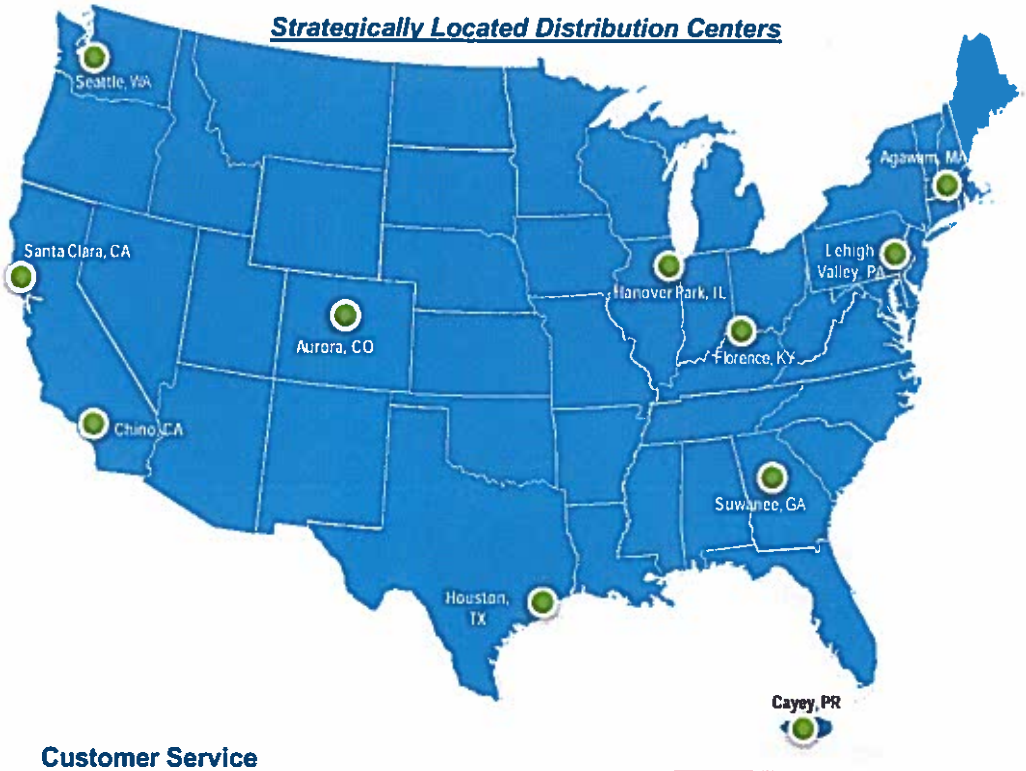
We employ customer-focused account management to ensure that programs and services meet your immediate needs today along with a proactive view of future activities. Industry Director, Eric Van Denburg, will serve as the single point of contact for the State. Local Region Managers and Sales Representatives serve as the primary points of contact for each site, and direct strategic activities and application of resources, including technical support resources such as Application Specialists and Senior E-Business Analysts. They will direct corporate and local activities as well and provide regular, detailed reporting to measure usage, savings and quality performance. Allocation of resources can be adjusted based on the State's requirements.

Prompt Delivery

For any items in stock at the local Fisher Scientific distribution center at the time of order entry, we can deliver orders to most State sites the next day, if the order is placed **prior to 2 PM**. Exceptions are certain DOT-regulated hazardous chemicals that may require additional shipping time. For high volume or critically needed items, the State of Idaho/NASPO ValuePoint Participating Members can contact our customer service call centers.

In the US and Puerto Rico, Fisher Scientific's **warehouse systems** network of 11 full-service distribution centers are state of the art, and feature a highly responsive system with efficiencies in order processing and materials handling. Our real-time order entry and inventory databases work hand-in-hand to give customers an accurate picture of product availability. All of our major distribution centers are certified **ISO 9001:2000** Certificate US09/5447

Strategically Located Distribution Centers



Customer Service

800.766.7000 – phone
800.926.1166 – fax
On-Line @ www.fishersci.com

As previously discussed, our customer service centers are located in Atlanta, Georgia; Chicago, Illinois; Houston, Texas; and Cayey, Puerto Rico. Fisher Scientific employs state-of-the-art telecommunications systems to provide the highest levels of service care. Call **response rates** are measured through a program called CMS, which is a function of our Lucent telephone system. We are able to **track a variety of statistics** via this system, from the number of calls received down to actual daily Customer Service Representative activity. We also perform **call monitoring**, which is documented by a call monitor observation form.

Customer service is available seven days a week, 24 hours a day. However, normal working hours are from 7 AM to 10 PM (EST) Monday through Friday. Outside of normal working hours, our customers can still call our customer service center toll-free for emergency needs.

Once an emergency need is established, the answering service contacts a Fisher Scientific associate on our 24x7 emergency list.

Any item in Fisher Scientific inventory can be accessed, with certain restrictions and exceptions of hazardous/poisonous or flammable chemicals, for which we must adhere to proper D.O.T. regulations and ship common carrier via ground. If an item is a direct shipment from the manufacturer, we will make our best effort to secure the item; however, not all vendors have the ability to provide emergency service on their products.

Live Chat and Automated On-Line Customer Service Available on Fisher Scientific's Website

Live Chat with a Fisher Scientific Customer Service Representative is available during normal business hours on our newly updated website, www.fishersci.com. Automated self-service is also available on www.fishersci.com, 24 hours a day, 7 days a week. Registered users can place orders in real-time, viewing contract pricing and immediate product availability. Return product authorizations can be obtained on-line as well.

Issue Resolution

For site-specific issues, your Fisher Scientific Sales Representative is the central point of contact, and will work directly with end users to resolve issues in a mutually satisfactory fashion. Your Sales Representative can also assist with any customer service issues that have not been successfully resolved. Our customer service representatives work in conjunction with our distribution centers. Each Fisher Scientific customer service center has established problem resolution procedures with the distribution center. This process is designed to address immediate customer needs for the sales team or to report issues.

Corporate or Unresolved Local Conflicts

If a conflict or issue cannot be resolved, our Director of Academic Accounts, **Eric Van Denburg**, with the support of **Gary Galluzzi**, Industry Vice President of Academic and Government accounts will resolve the issues on the corporate level.

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

Communication is the foundation of effective partnership management. Fisher Scientific is committed to maintaining open lines of communication at the corporate and individual site level, in order to make sure objectives are clearly defined and our initiatives are effectively communicated to both the State's Purchasing personnel and the end-user community. We can also determine the best channels for communicating our joint goals and launching contract initiatives.

Additionally, our local Sales Representatives and Region Managers will work with State purchasing administrators to provide all relevant contract information for dissemination. This will include information on new products, notices of upcoming shows and seminars, monthly sales promotions, etc.

In addition to the communication channels built into our account management program, we will provide ongoing communication with end users to introduce and market our new contract. As part of implementation for an awarded contract, Fisher Scientific will work with the State of Idaho and NASPO/Value to create and deliver a contract overview presentation for Participating Members. Presentation can be conducted by best means (e.g., WebEx, Brainshark, etc.)

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.

Fisher Scientific does not have staffed offices, as such. Our corporate office is located in Pittsburgh, Pennsylvania, and is the hub of operations for functions such as finance, marketing, our websites, quality, regulatory, and many other business purposes. Sales Representatives and other account management personnel **are strategically located near the respective accounts**.

We have four customer service centers—Atlanta, Georgia; Chicago, Illinois; Houston, Texas; and Cayey, Puerto Rico. In general, customers are assigned to a customer service center based on geographical location; however, this may vary so that Fisher Scientific can provide exceptional service.

Below is a table of our distribution center locations and customer service centers.

Fisher Scientific Delivery Warehouses and Customer Service Centers	
Agawam, MA	Super Warehouse
Cayey, Puerto Rico	Warehouse and Customer Service Center
Chino, CA	Super Warehouse
Denver, CO	Warehouse
Federal Way, WA	Warehouse
Florence, KY (Cincinnati)	Super Warehouse
Hanover Park, IL (Chicago)	Super Warehouse and Customer Service Center
Houston, TX	Warehouse and Customer Service Center
Lehigh Valley, PA	Super Warehouse
Santa Clara, CA	Warehouse
Suwanee, GA (Atlanta)	Super Warehouse and Customer Service Center

Customer Support Tools

As discussed in Section 9.1.2, Fisher Scientific has a number of available customer support tools which are listed in the table below.

Available Customer Support Tools	
General Customer Service	800.766.7000 or fax 800.926.1166
General Customer Service E-Mail	FisherCustomerService.US@thermofisher.com
Customer Service On-Line Chat	Live Chat by clicking on the icon
Customer Service Quote Inquiries E-mail	CS.quotes@thermofisher.com
Ordering E-mail	FS.order@thermofisher.com
Website-Related Support	877.885.2081 or e-mail form on our website
Chemicals Technical Support	800.227.6701 or e-mail chem.techinfo@thermofisher.com
SAS (formerly MSDS)	Available on-line for most chemicals
Product Certificate Search	Available on-line
Quality Systems	Public downloadable information
Literature Fulfillment	Login required
On-Line Product Support	E-mail form on our website

Specialists in Key Disciplines

On an as-needed basis, we can make available the services of our Specialists who can offer expertise on application-based solutions. They work closely with leading suppliers and our single point of contact to provide technical support on our products and services. These include:

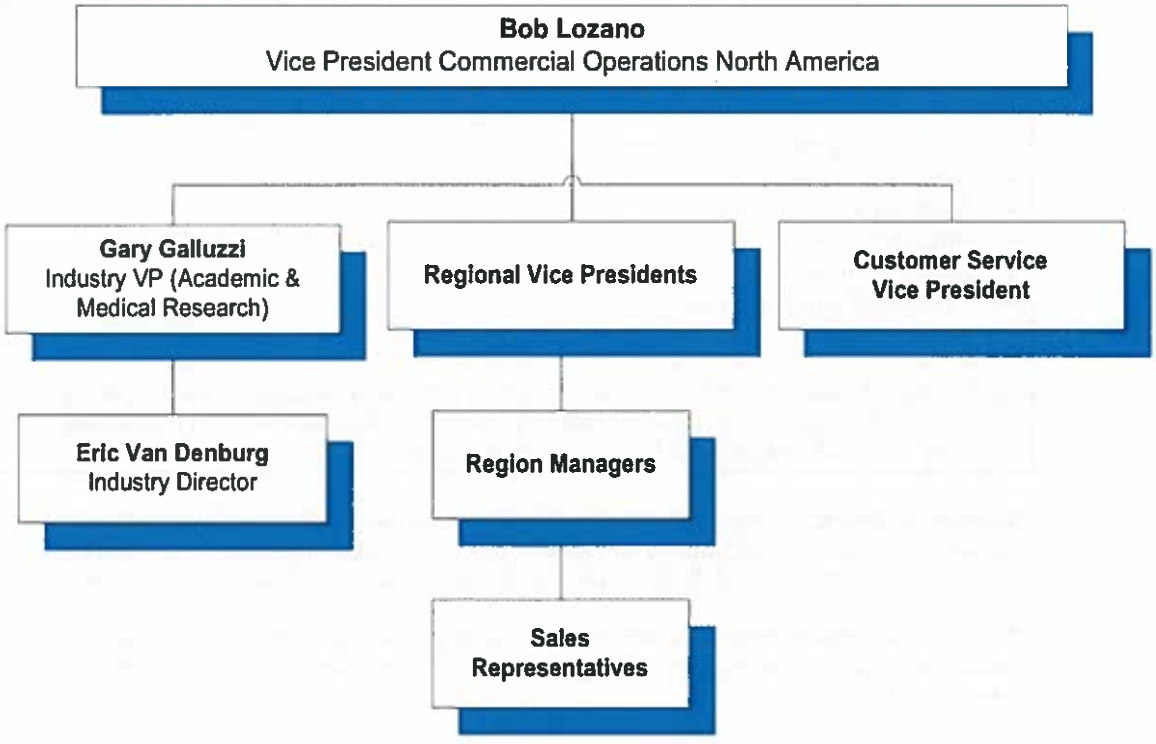
- Senior E-Business Analysts
- Chemical Specialist
- Safety Sales Representative
- Technical Sales Representative
- Managed Services Specialists (specifically-negotiated programs)

Account Management Relationships

In order to ensure consistency and accountability, our Account Management processes utilize a single point of contact that ensures customer communication and consistency on all levels. **Eric Van Denburg** is the Director of Academic Accounts and is corporate contact with regard to pricing, services, reports, and corporate account management. Eric will assist in coordinating higher level account management activities. Eric is supported by **Gary Galluzzi**.

In addition, Fisher Scientific's Sales Representatives are responsible for the day-to-day account activities and for the implementation of all local programs.

We have provided below a high-level organizational structure of the sales support who will be serving the State for this 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.

Fisher Scientific emphasizes continuous training in all sectors of our organization in order to ensure that our employees are equipped with the latest knowledge and tools to best serve our customers.

We employ a number of corporate-wide and localized strategies to provide training that is both consistent across the organization, yet tailored to specific department- and job-level requirements.

Thermo Fisher University provides in-house and off-site training to strengthen and enhance the skills of managers, sales representatives, and the general work force. Thorough training is provided on Fisher Scientific capabilities and services, industry trends, product information, sales training, technical and safety training, and software programs. Thermo Fisher University's schedule of program offerings includes sales and marketing programs, management programs, general/professional programs for non-management personnel, web-based (on-line) programs, and self-paced programs. In addition, Thermo Fisher University maintains an extensive learning resources library of computer-based training programs, videos, audios, books, and other references.

Specific Training for NASPO / ValuePoint Participating Members

As part of our commitment to supporting NASPO / ValuerPoint Participating Members, Fisher Scientific will incorporate specific NASPO ValuePoint contract training into our Thermo Fisher University training requirements.

Elements of training will include, but not be limited to:

- Account eligibility requirements;
- New account setup;
- Shipping terms;
- Pricing review;
- Returns process;
- Terms and conditions; and
- Issue resolution.

Additionally, Fisher Scientific will require relevant sales and customer services personnel to attend NASPO / ValuePoint specific webcast training and or participate in E-Learning modules where attendance will be monitored for compliance.

Customer Service representatives receive ongoing quality assessment programs that enhance their product knowledge and operational expertise. Five percent (5%) of customer service representative work time is allocated to training and professional development.

The Thermo Fisher Scientific Intranet site, accessible to all company employees, periodically features interactive training programs on key issues such as records retention and ethics training.

Additional job-specific seminars are available depending upon interest and need.

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.

Fisher Scientific has multiple invoicing alternatives which are geared towards reducing processing time and human effort associated with verification and payment of invoices.

The most common forms of invoicing are:

- Monthly billing report
- Standard invoice by shipment
- Summary Billing; standard and customized options are available
- EDI (ANSI X.12 standard)
- XML (cXML and xCBL)
- Credit card at the point of sale
- Electronic Funds Transfer
- Evaluated Receipts Settlement
- Proprietary formats, such as tape, diskette, FTP
- Customer ERP system
- Intranet order management software

Invoice Mis-Match

If an invoice "mis-match" or invoice issue occurs, it is handled through our corporate office in Pittsburgh, PA. An account manager in our Credit and Collections Department works directly with the Cash Research Department to correct the error. Cash Research investigates and documents any misapplication of funds, and reapplies the funds correctly. Credit and Collections then follows up to ensure that the issue is timely resolved; typically, invoice resolution is fully completed before the next month's statement.

Return / Credit Processing

If an item was successfully returned to a Fisher Scientific distribution center, a credit invoice is generated per normal invoicing, and mailed to the customer's appropriate billing address. Please note that returned goods must be in accordance with our flexible return policy. Once the customer has received approval and a return goods authorization number from Fisher Scientific's Customer Service Representative, the item can be returned to Fisher Scientific's distribution center. The return goods authorization number must be displayed on the packing slip of the returned item.

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

Training

The primary point of contact for NASPO members will be the dedicated Fisher Scientific Account Representative for each site. Typically, this is our Sales Representative who coordinates all on-site activity including product demonstrations, vendor shows, manufacturer visits, and training.

- The Sales Representative can arrange for on-site technical seminars and training sessions at customer sites. Depending on the NASPO member or departmental requirements, he/she can coordinate several product shows a year, featuring new suppliers and products. These events are conducted by vendor and Fisher Scientific personnel, and will be scheduled throughout the year based on end-user interest.

- Additionally, our key and exclusive suppliers periodically conduct informational seminars on their products and related applications, and issue invitations to Fisher Scientific customers to attend.

- Our Safety Sales Representatives can also assist in training with:
  - Guidance on OHSA compliance and regulations
  - PPE assessment and recommendation on available products

- Hazard-assessment surveys, as requested
- GHS (Globally Harmonized System of Classification and Labeling of Chemicals) selection assistance on signage and compliance

Website Training

Our industry-leading website, www.fishersci.com, is flexible, intuitive, and user-friendly, and thus little training is required. However, if desired, training can be coordinated through the local Sales Representative who may utilize the services and expertise of one of our Senior E-Business Analysts. Depending on end user interest, training sessions for interested end users is also another option that can be explored depending on end user interest. General training assistance can also be found on our website.

Getting Around www.fishersci.com Section

General assistance in learning the newest website features is found on our home page. The Getting Around section features:

- Account Settings
- Search and Browse
- Ordering
- Special Offers and Programs
- Browser Compatibility
- Frequently Asked Questions

Safety Training and Consulting Services – Fee Based

Fisher Scientific has partnered with CLMI Safety Training to provide our customers with high-quality courseware and services that enable employers to improve employee health and well-being, comply with OSHA standards, and lessen workers' compensation costs through the reduction of employee injury and illness.

CLMI SAFETY TRAINING

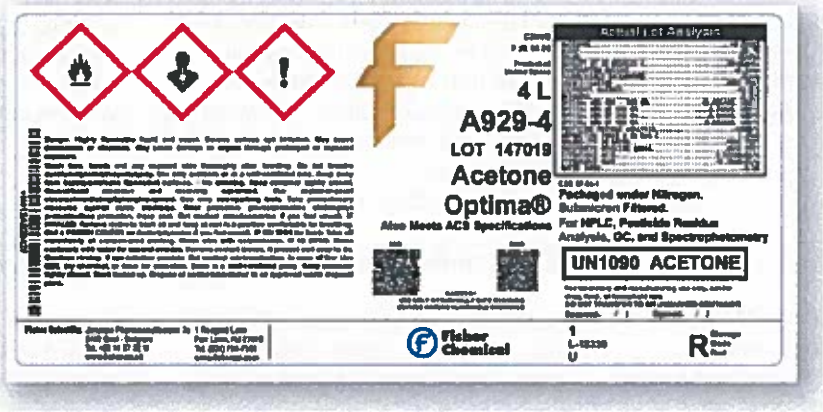
PROGRAM CATEGORIES:

- Accident Investigation
- Back Injury Prevention
- Bloodborne Pathogens
- Chemical Safety
- Confined Space Entry
- Construction Safety
- Defensive Driving
- Electrical Safety
- Employee Safety Orientation
- Ergonomics
- Forklift Safety
- Hand Safety
- Hazard Communication
- Hearing Conservation
- Heat Stress
- Lockout/Tagout
- Personal Protective Equipment
- Respiratory Protection
- Safety Awareness

Globally Harmonized System

The United Nations introduced the Globally Harmonized System of Classification and Labeling of Chemicals (GHS), and OSHA has revised its Hazard Communication Standard (HCS) to align with it. Now, Material Safety Data Sheets (MSDSs) are standardized Safety Data Sheets (SDSs), and chemical labeling has changed to include signal words, pictograms, and hazard and precautionary statements.

Fisher Scientific can help NASPO meet with GHS compliance regulations with training, resources, and products. We invite you to visit our website and click on your area of interest.



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.).

With a 113-year history in serving science, Fisher Scientific is the market leader in serving state and academic institutions such as those represented by this RFP. From traditional laboratory and safety procurement to advanced e-commerce and inventory management solutions, we have considerable experience in developing programs with customers to streamline the procurement process and add considerable value to State agency operations.

Experience With State and Public Entities Contracts

Fisher Scientific has a long history of working with state, federal, and local government entities, as well as affiliated academic and research institutions. Currently, we hold at least one contract with every State, and 15+ stand-alone contracts with the Federal Government While most of our agreements with state governments typically involve the provision of laboratory and safety supplies and equipment with few additional services, we have the capability of providing a full range of value-added services including e-commerce procurement programs, inventory management, detailed reporting, customized logistics strategies, and technical support.

Below, we have provided actual examples of our experience providing services to customers with various needs.

Actual Examples		
Animal Health Customer Long-standing relationship with Fisher Scientific and has had a preferred vendor contract with Fisher Scientific for over seven (7) years. Customer has worked specifically with Sales Representative since January 2008 and has worked with Sales Manager for the last several years.	**Medical Research Customer** Fisher Scientific has been the preferred vendor for several years at this account. Senior Purchasing and Contract Administrator interacts with Fisher Scientific on a weekly basis for laboratory needs, whether it is helping to maintain her standing orders that are critical to their workflow or expediting shipments for on-time delivery. Fisher Scientific is an integral part of the laboratory supplies procurement process.	**Wildlife Organization Customer** Procurement purchases products for the laboratory. The projects are constantly changing; thus, so are their laboratory demands. Fisher Scientific provides discounted pricing, on-time delivery, equipment specifications, and excellent customer service to meet their varying laboratory needs.
California University Customer Management of one (1) consignment stockroom on campus. One (1) employee uses our Web-to-RIMS to scan customer orders, check inventory and run replenishments. Orders are tied to student IDs and assigned account manager whereby purchases deducted from a purchase order provided by the University.	**Mid-Atlantic State Customer** During our current contract period with the State, Fisher Scientific consistently reached performance goals designed to monitor our customer performance. This translated into performance statistics for the State including a 98.5% error free delivery service and driving e-commerce usage to higher percentages resulting in greater efficiencies.	**University Customer** Management of two (2) customer-owned stockrooms on campus. The stockrooms accept walk-up orders and make deliveries to end users on campus. Orders run through customer's on-campus purchasing system and are tied to our Web-to-RIMS in order to track inventory and replenish, as necessary.

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.

Order Options – Always a Choice

As a supplier of choice for customers in all research segments, Fisher Scientific realizes that the overall ease of doing business is very important to our customers. Order options available from Fisher Scientific provide the tools for easier and more effective management of orders. These include:

- Internet at www.fishersci.com
- E-mail
- Phone (toll-free 800-766-7000)
- Fax (toll-free 800-926-1166)

- Mail
- Integration order options: EDI, cXML, xCBL, EDI, oagXML
- Fisher Scientific RIMS or Requisition and Inventory Management System (proprietary software, not standard for all customers)
- e-marketplace / e-Procurement providers such as Ariba, PeopleSoft, SciQuest, etc.
- On-Site Specialist (if assigned as part of a negotiated agreement)

Fisher Scientific's leadership in electronic commerce is driven by our efforts to supply value-added solutions to our customers, including the latest advances in electronic order entry, electronic procurement, and Internet/intranet solutions. Through *fishersci.com*, we build on our foundation of over a century of discovery, innovation, and experience.

Our redesigned website in the US was launched May 27, 2015. Some of the newest features include:

- A layout that makes it much easier to shop for products by groupings and categories
- An enhanced promotional section that allows our suppliers to more clearly communicate the features, benefits, and special offers on their products
- Tools to allow customers to more easily check on the status of orders they have placed, or re-order commonly ordered items
- A search function that is more visible and prominent, allowing customers to easily find a specific product by name in a matter of seconds
- Numerous enhancements to the information shown on product pages
- **Shop Products** – New menu, or shop by brand
- **Search** – New enhanced product search
- **More Details** about Product Descriptions & Specifications
- **Special Offers** link on top navigation
- **New Order By Catalog** Number (replaces Rapid Order)

- **My Recent Orders** – For faster re-ordering
- **My Lists** – For frequently-ordered products (replaces Hotlists and Templates)
- **My Orders** – Check order status, track shipments, view invoices, request packing slips

Time Saving Convenience, Controls, and Resources on fishersci.com	
Convenience	• On-line access **to quotes** • **Real-time** product availability, order status, and shipment tracking • Estimated **delivery dates**; Expected **in-stock date for back orders** • Multi-select **refinement Search filters** • **Account-specific** pricing • Recommended **substitutes** for discontinued products • **Consolidated shipment charges** for each order • Ability to **retrieve and print invoices** • **Speed numbers** displayed on packing slips and invoices
Controls	• **Fund Tracking** to record disbursements from specified accounts • **"Audit Trail"** of requisition approvals, actions • **Institute** payment methods • Set **spending limits** and create approval rules • Establish **order notification procedures** • **Credit card** reconciliation • **Integration** Services section of downloadable documents
Resources	• Related promotions for a product displayed by a **clickable label** • **Specialty** catalogs and sections • **Product Certificate** custom search links • Searchable, downloadable and printable **Safety Data Sheets and Certificates of Analysis** • **Green** products clearly identified • Order catalogs, product literature, and free samples on-line

- **Enhanced Search Engine**
  The fishersci.com search engine offers enhanced product matching and relevancy capabilities, including:
  - Thumbnail images of product photos
  - Improved ways to search, including partial Fisher Scientific catalog numbers, competitor part numbers, and synonym matches
  - Refinement tools that allow customers to narrow the displayed results through additional designations for special interests, product categories, suppliers, applications, and item-specific choices
  - Expandable and collapsible result descriptions that allow customers to see product catalog numbers as part of their search results

- **Refining Search by Special Interest Icons**
  Because the Fisher Scientific product catalog contains such a wide selection of products, after you enter search criteria, you may find that there are hundreds of items that are returned as a match. To quickly find the item you need, take advantage of the Refinement tools that appear in the left column, directly under the search box.

The refinement tools located in the left column allow you to add as many additional parameters as you like and to mix and match from each refinement grouping. To activate a refinement option, simply click the desired refinement title.

Many products may be sorted by Special Interest options noted in the Refinements column.

- **Fund Tracking**
  The Fund Tracking feature enables customers to track available funds and prevent overspending.

  A fund might consist of grant money allocated for a specific project. Administrators create the fund online, assign users, and track purchases made by assigned users against the fund. Since transactions are tracked automatically and recorded immediately, Fund Tracking ensures that the funds are expended in accordance with customer-defined requirements and provides a detailed, real-time accounting of all transactions associated with it. The feature also enables Customer Administrators to:
  - Create funds against which releases (orders) are placed
  - Assign requisitioners who can charge against the fund(s)
  - Define and modify fund amounts
  - Create e-mail warnings when the fund balance reaches a specific level or when its expiration date approaches
  - Close and reopen funds
  - Review fund history (activity)
  - Obtain reconciliation reports

  The versatility of the Fund Tracking feature gives you tight control over how Funds are disbursed, allowing you to closely monitor and record Fund activity as it occurs.

- **Order Status in Real Time**
  Our website offers up-to-the-minute inventory of a Fisher Scientific-stocked item in **real-time** instead of batch-load information processing. Real-time order status, including estimated delivery dates for drop ship products and shipment tracking, provides valuable information for making buying decisions and planning ahead.

- **Customized Hot Lists & Templates ("My Lists"), and Quotes**
  - Using the "My Lists" feature, create **"hot lists"** for item standardization and enhanced product selection; additionally, users can create **"personal hot lists"** based on their specific needs, save orders as **templates** to quickly order groups of products, and use **"rapid order"** to easily order items by Fisher Scientific catalog number, vendor catalog number or competitive catalog number, unit of measure, and quantity.

  - Registered users can log in, and view current quotes by account number. Quotes can be then be added to the "Shopping Cart," and processed with the order. Registered users can view details for any quote on the current list by clicking "View Details" link next to each quote.

- **WebReq Order**
  Placing an order via **WebReq** allows an authorized user to request a product that Fisher Scientific does not have in its catalogs but which Fisher Scientific can procure. WebReq requests are sent to a Fisher Scientific Procurement Specialist, who will source the product and process the order for the customer.

- **Order Item Details**
  The Order Item Details page provides detailed information about line items on the specific orders chosen by the user. The Order Item Details page contains links that users can click to easily return to **View Orders for Account** or to **View Order Shipment** data.

- **Interactive Processing**
  Registered and logged-in users with a Fisher Scientific account number can view their most recent account information as they place orders, including
  - Account-specific prices derived from your contract and calculated item-by-item/quantity-by-quantity to provide concrete, accurate net pricing.
  - Order status for all orders placed regardless of order entry method
  - Restricted items
  - Real-time product availability
  - Order status tracking
  - Create templates and hotlists
  - Automatically receive e-mail notices for order confirmation, backorder updates, shipment notifications, invoice copy notifications, website alerts, new products, suppliers, promotions and announcements

- **Customized Catalogs**
  Fisher Scientific has considerable experience in developing customized views that identify preferred and restricted products and may be used to direct your users to the appropriate source of products. All catalog views feature customer-specific pricing. With web-based catalogs, we have the capability to produce a customized State electronic version to support your specific purchasing requirements.

  At this time, Fisher Scientific respectfully declines to provide actual screen shots of custom web pages that have been designed for specific customers. We decline to disclose this information because of customer expectations and / or obligations to those customers and the information's non-public nature.

- **Implementation of Business Rules**
  Administrative authority is set up in advance through your Fisher Scientific representative. After setup, management tools enable you to:
  - Define purchasing and payment privileges and assign to users
  - Apply product or supplier restrictions by user
  - Reassign level of authority and approval hierarchy relationships on a user-by-user basis
  - Create individual Approval groups, assign individual users to one or more Approval groups, and add / delete Approvers and Approval groups
  - Manage funds
  - Receive e-mail notification when a new user registers with an existing Fisher Scientific account, or when a registered user adds a Fisher Scientific account

  There is no limit to the number of rules you can establish. You can create, delete, and revise these rules, then apply them to on-line purchasing practices on a user-by-user basis.

  - **Order Status**
    Current and historical order status information is available for **up to 90 days** after the order is placed, whether the order is placed online, phone, or fax. We provide both ordering and shipment views and links to UPS tracking so the user can easily assess the status of any order.
    - View orders placed for each account
    - Search orders by purchase order or by Fisher Scientific order number
    - Search orders by date and type
    - View all back-ordered items for the account
    - View order details
    - Request packing slips

- **Technical Product Information**
  University personnel can access valuable product information directly from Fisher Scientific's website, including:
  - Technical bulletins
  - Manufacturer cross references
  - SDS and Certificates of Analysis for all Fisher Scientific Chemicals

- **Order Confirmation**
  Once the order is accepted, Fisher Scientificsci.com returns a real-time order confirmation on-screen and via e-mail. If others in the department or company need to be notified about an order, a **Multiple E-Mail Order Notification** function can be utilized to create a list of those who should be notified when an order has been placed. This confirmation includes:
  - Unique Fisher Scientific order number
  - Line-level detail including shipping status
  - Customer net pricing

- **On-Line Return Products Authorization**
  Registered, logged-in users now have access to the **Return Products** link in the **Ordering** dropdown menu. The **Return Products** feature processes authorizations for any product on any of your recent orders (not just those placed online). Authorization and instructions come from Customer Service via e-mail or phone.

- **Refine Search by Supplier Diversity Partners**
  Our website contains another search refinement that displays only products that are designated as Supplier Diversity Partners.

Customized Web Page and Search Capabilities
Fisher Scientific has the ability to develop a customized web "splash" page that registered end-users would see when they logged into the Fisher Scientific web site. A customized home page can incorporate customized pricing, delivery information, contract details, links, preferred item flags, and customized hot lists, etc.

Training for Customer Service Representatives
Prior to taking calls in our customer service centers, each new Fisher Scientific customer service representative undergoes a rigorous eight-week class in order to receive thorough training in Fisher Scientific systems, products, policies and procedures, and other skills necessary to provide outstanding customer service. All customer service representatives receive ongoing training as needed to refresh their skills and stay current on the latest technology and Fisher Scientific products.

Our Customer Service associates possess excellent verbal and written communication skills, along with courteous and professional interpersonal skills. Our CSRs generally have one-to-three years of customer service and/or inside sales experience. Many have educational backgrounds within the sciences. All CSRs are enrolled in ongoing quality assessment programs that enhance their product knowledge and operational expertise.

Fisher Scientific requires that customer service representatives spend a minimum of five percent (5%) of working hours in training on products, procedures and customer service skills. Our suppliers support this initiative through providing training support and technical information.

Specific Training for NASPO / ValuePoint Participating Members

As part of our commitment to supporting NASPO / ValuerPoint Participating Members, Fisher Scientific will incorporate specific NASPO ValuePoint contract training into our Thermo Fisher University training requirements.

Elements of training will include, but not be limited to:

- Account eligibility requirements;
- New account setup;
- Shipping terms;
- Pricing review;
- Returns process;
- Terms and conditions; and
- Issue resolution.

Additionally, Fisher Scientific will require relevant sales and customer services personnel to attend NASPO / ValuePoint specific webcast training and or participate in E-Learning modules where attendance will be monitored for compliance.

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.

As an indirect, wholly-owned subsidiary of Thermo Fisher Scientific Inc., Fisher Scientific embraces the corporate Thermo Fisher Reduce, Reuse, and Recycle philosophy. It is the policy of Fisher Scientific to include environmental, safety and health considerations when planning products and processes. We are committed to environmental protection, employee safety and health, and product stewardship. We will conduct our business worldwide in a manner that safeguards the environment, our employees, our customers and the public. Thermo Fisher Scientific is ranked among the recently published Newsweek "Greenest Companies in America."

Rank	Newsweek Green Score	Company	Country	GICS Sector
250	44.20%	JPMorgan Chase & Co.		Financials
251	44.00%	Otkrytoe aktcionernoe obshhestvo "Gazprom"		Energy
252	43.90%	Thermo Fisher Scientific Inc.		Health Care
253	43.60%	SSE PLC		Utilities

The Fisher Scientific sustainability strategy has two (2) primary components. The first is to develop strong customer and supplier partnerships that support and integrate with your sustainability initiatives. An example of our corporate commitment to global sustainability and transparency in reporting is our participation in the Carbon Disclosure Project (CDP). The CDP is an annual, omnibus survey on energy, water and waste management. All data is publicly reported annually in the Thermo Fisher Corporate Sustainability Report and focuses on our facility emissions and power reductions as well as water conservation practices.

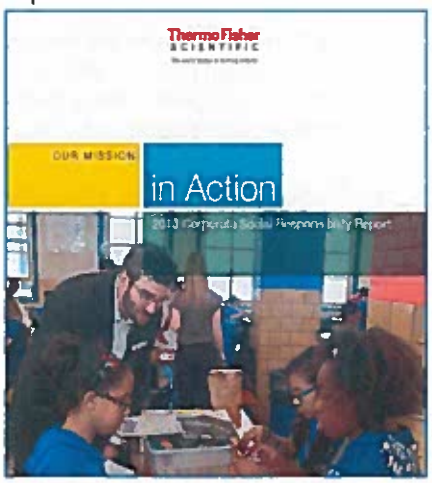
Reduce
- Energy conservation
- Reduced paper consumption
- iPads for Sales Reps for digital access

Reuse
- Scheduled Shipment Program
- More electronic transmission for common business documents

Recycle
- Recycling stations
- Recycling programs
- Reused / recycled packaging initiatives

We continue to review our portfolio and manufacturer partners with our manufacturers on green labeling to ensure that all current regulations are incorporated / reflected.

Due to changes in the Federal Trade Commission's laws and guidance for the marketing of "green' products, Fisher Scientific is consulting with trade organizations such as the Better Business Bureau to assure that the products we showcase are truly "green" verified and validated.



We invite NASPO to visit our corporate website, www.corporate.thermofisher.com, and view our commitment to business sustainability, employee engagement, philanthropic giving, and our Corporate Social Responsibility Report. Please use this link. http://corporate.thermofisher.com/en/responsibility.html

Improving Packaging

Product packaging is a key source of waste. Wherever possible, our packaging practices are designed to foster recycling and reduce landfill burden. For instance, our product page inserts are printed on 100 percent post-consumer waste paper. In 2013, an initiative was put in place to reduce the use of polystyrene coolers. By converting qualified products from cold to ambient shipping, we saved more than 60,000 polystyrene containers.

We delivered $2M in savings in one year through packaging reduction productivity initiatives, including the conversion of qualified products from cold to ambient shipping. Thanks to the "Go Ambient" program, each year, we now ship 281,000 fewer expanded polystyrene (EPS) coolers and use 2,400 fewer metric tons of refrigerant, reducing waste for customers and cutting freight by 2,484 metric tons.

To minimize the environmental impact associated with packing and shipping Applied Biosystems and Invitrogen brand products, we've been evaluating whether or not products that currently ship cold can be safely shipped at ambient conditions. Through rigorous stability and performance analysis, we evaluate whether or not short-duration ambient shipment has any effect on the immediate and long-term product quality.

Ambient shipping reduces the amount of packaging your order requires, which saves energy, decreases waste, and eases storage and handling requirements. And of course, there is no impact on product performance—you'll get the same great results you've come to trust from Applied Biosystems and Invitrogen brand products. Each year, we now ship 300,000 fewer EPS coolers and use 2,444 fewer metric tons of refrigerant, reducing waste for customers and cutting carbon emissions.

Green Practices Adopted	
① **Green products** on our website. In addition, we continue to review our portfolio and manufacturer partners with our manufacturers on **green labeling** to ensure that all current regulations are incorporated / reflected.	⑥ **Energy Conservation** in office buildings such as setting timers to turning off lights, air conditioning, or heat, as well as requiring that all computers be shut down when employees leave the office.
② **Corporate Social Responsibility Report** emphasizing environmental stewardship corporate-wide.	⑦ **Adopting green sustainable business practices for improved packaging** designed to foster recycling and reduce the landfill burden.
③ **Carbon Disclosure Project** is a report from an independent not-for-profit organization that holds the largest database of corporate climate change information in the world.	⑧ **Waste Reduction and Recycling** - capitalizing on every opportunity to advance sustainability including searching for alternatives to RoHS-banned substances.
④ **Product innovation and green chemistry** offer sustainability benefits through gas reductions.	⑨ **Green products** used for general cleaning in our office buildings.
⑤ Requiring **our suppliers to comply** with all applicable environmental, health and safety laws, rules, and regulations.	⑩ Dozens of our sites from around the world have **"Green Teams,"** focused on water conservation, energy conservation, waste minimization, green chemistry, and packaging reductions.

Interesting Facts

- ***Greenhouse Gas Emission***—We reduced the greenhouse gas emissions from our largest sites by 4.15 percent, and also sought new opportunities to use renewable energy sources. Our progress on these fronts is benchmarked as part of our **participation** in the **Carbon Disclosure Project**.

- ***Zero Waste***—Nine of our sites that manufacture Invitrogen and Applied Biosystems brand products have been certified Zero Waste. These sites are in Pleasanton, California; Kingsland Grange, UK; Bleiswijk, The Netherlands; Regensburg, Germany; Warrington UK; Löhne, Germany; Eugene, Oregon; Frederick, Maryland; and Bedford, Massachusetts. Comprehensive, external audits validated that more than 90% of the non-hazardous waste from these sites now ends up somewhere other than a landfill.

  In addition, Thermo Fisher's site in Kiryat Shmona, Israel, recently became **accredited in September 2014** for their successful efforts in driving the site toward Zero Waste certification.

- ***Reduced Water Usage***—We strive to reduce our water usage in our manufacturing and daily operations on an annual basis. Through our PPI program, we saved over 1,207,933 M3 of water in 2013.

- ***Product Launches***—Several product launches offer sustainability benefits in their use by our customers:
  1. New Helium Saver modules dramatically reduce the amount of this gas, which is in short supply, needed in analytical instruments.
  2. Our efforts in miniaturizing various products have reduced the requirements for manufacturing materials.
  3. Green chemistry programs and reagent-free ion chromatography systems replace solvents with more environmentally sound alternatives.

- ***Programs at Specific Thermo Fisher Scientific Sites***
  - **Pittsburgh, PA Corporate Office – Fisher Scientific Company L.L.C.**
    The "Refill not Landfill" program was launched in 2014 at our two sites in Pittsburgh, PA as a start to significantly reduce disposable plastic bottle waste at these three facilities. It also aligns well with our mission to enable our customers to make the world healthier, cleaner and safer, and reflects our commitment to Corporate Social Responsibility.

  - **Asheville, NC Manufacturing Site**
    Several years ago, our Asheville, NC manufacturing site was tasked with an overall improvement. As a result, since 2009, quality issues have declined by about 80%, and order-to-ship time has decreased by nearly 60%.

    The amount of waste going into landfills has been reduced by more than 90% percent, and the site has also achieved an excellent safety track record. In addition, Asheville has had productivity savings of more than $4M per year in each of the past three years. In 2013, *Industry Week* magazine **recognized this site as one of its seven "Best Plants"** in the U.S.

  - **Pleasanton, CA Manufacturing Site**
    Our Pleasanton, CA manufacturing site aggressively implemented a variety of recycling, composting, and waste reduction program, improving the site's landfill diversion rate from 30% to 96% in just one year. For these efforts, the site was given a business environmental award, the Acterra Award for Sustainability.

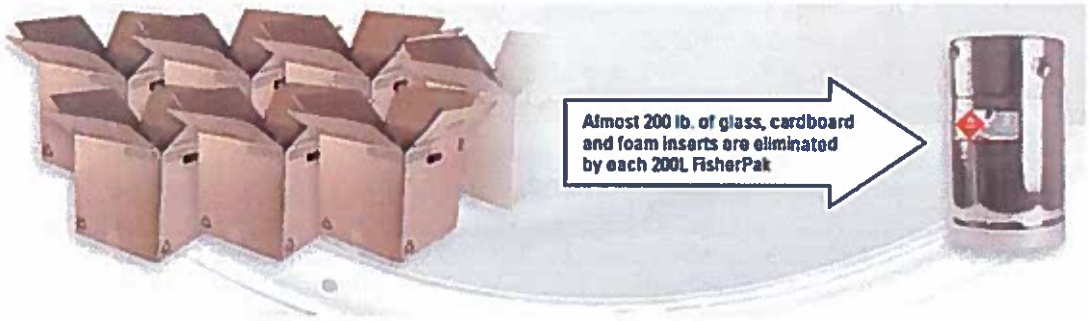
Does your company have a recyclable products program (both for equipment and packaging)?

Recycled / Reused Packaging Initiatives
In addition to meeting government regulations for packaging, Fisher Scientific has progressively adopted **green sustainable business practices** throughout our organization. Our recycled / reused packaging initiatives include:

- ***Corrugated cartons***—The corrugated cartons we use as overpack in the warehouses are typically made of 50% to 75% recycled biodegradable material. The used cartons are then recycled through a contracted recycling company to avoid being sent to the landfill.

- ***Reusable material***—Most of our product packaging materials are also made of recyclable, biodegradable cardboard material that our customers can reuse or dispose of through their own recycling facilities.

- ***High-Volume Solvent Delivery System – Eco-Friendly Option***
  High-Volume Solvent Delivery Systems offer environmentally friendly solvent handling solutions for virtually unlimited applications, enhancing safety and improving productivity within the lab.
  - FisherPak Solvent Delivery System increases lab efficiency while reducing lab operating costs by:
    - Reducing solvent testing
    - Eliminating bottle rinsing
    - Cutting disposal costs



Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?
With customer-owned inventories, we can arrange returns or negotiate inventory buyback programs for restockable and sellable products to accommodate excess inventory situations. We would first have to evaluate the condition and resalability of the inventory on a site-by-site basis before making specific recommendations.

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).

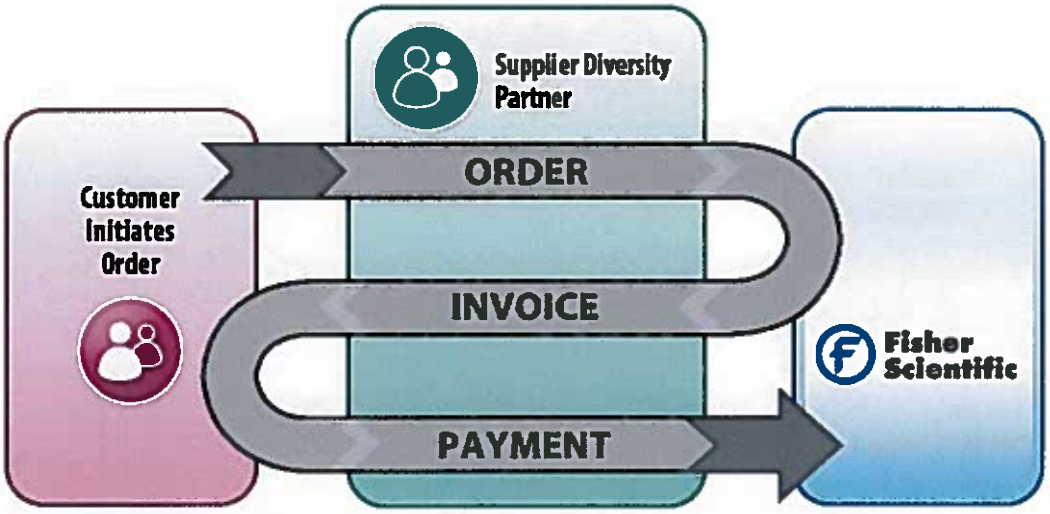
Fisher Scientific recognizes that many companies are actively working to cultivate an inclusive business environment and diverse supplier base by promoting increased

participation from small and minority suppliers. We have therefore designed a comprehensive Supplier Diversity Program to help you meet your diversity procurement targets efficiently and effectively by:

- Aligning with a network of more than 24 Supplier Diversity Partners
- Integrating our partners with Fisher Scientific programs and systems
- Closely supporting our partners with experienced Fisher Scientific professionals
- Customizing solutions to deliver the results you need

Our network of Supplier Diversity Partners includes small businesses located in historically under-utilized business zones (HUB Zones), minority-owned, woman-owned, and veteran-owned small businesses offering thousands of products. Our Strategic Dealer Partners are integrated with Fisher Scientific programs and systems, and supported by our experienced professionals to deliver the customized results you need.

Tier 1 Supplier Diversity Partners



Through our Tier 1 Supplier Diversity program, you can support your state, federal or internal procurement requirements by purchasing directly from qualified Supplier Diversity Partners including:

- Small businesses
- Woman-owned businesses
- Minority-owned businesses
- Native American-owned businesses
- 8(a) Disadvantaged businesses
- Veteran and service-disabled veteran-owned businesses
- Local and federal HUB Zone businesses

Our seamless procurement process enables you to order products directly from our diversity partners and receive the same quality products and timely delivery that have built Fisher Scientific's reputation for excellence.

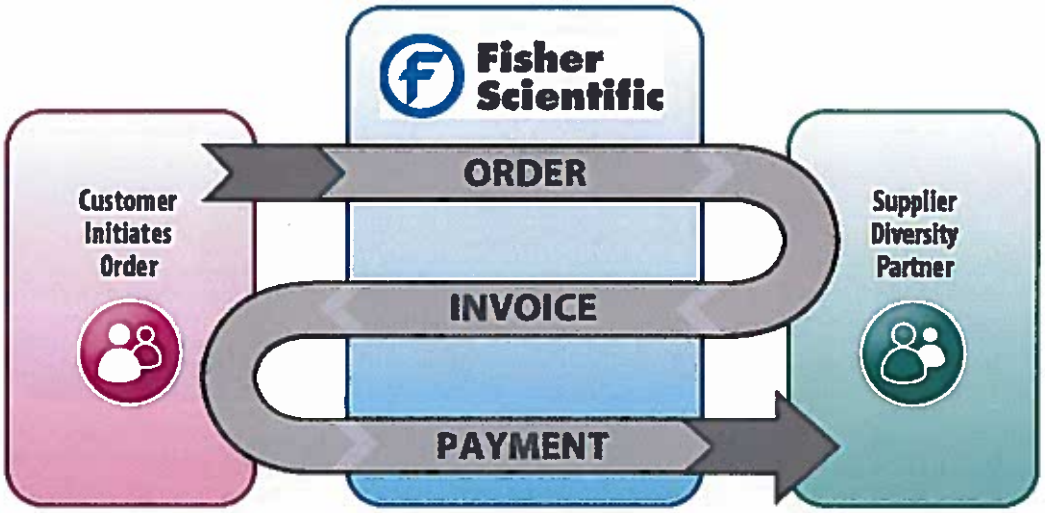
Fisher Scientific Supplier Diversity Partners offer:

- Fisher Scientific Managers and Sales Representatives dedicated to supporting the Supplier Diversity Partner

- Certifications in various categories such as, but not limited to, HUB Zones, women-owned, small disadvantaged, veteran-owned and service-disabled veteran-owned small businesses
- Experience in lab and clinical operations
- Qualifications to meet Fisher Scientific business standards
- Integration with Fisher Scientific programs and systems, including Fisher Scientific's website fishersci.com
- Support from Fisher Scientific training and customer service
- Subjected to formal business and customer-satisfaction reviews
- End-user follow-up to ensure customer satisfaction

Fisher Scientific's dedicated Supplier Diversity Partner sales and customer service teams located in Houston and Pittsburgh, respectively, provide support to the Diversity Partners to assist them in serving our mutual customers.

Tier 2 Direct Supplier Diversity Partners



Under our Tier 2 program, Fisher Scientific actively tracks your purchases of goods or services that are sourced from qualified diversity businesses to help you manage compliance, monitor progress, and meet specific procurement goals. As part of our value-added service, we are able to measure your procurement activity and generate Tier 2 Direct and indirect diversity spend reports that include:

- Vendor name
- Small /disadvantaged classification
- Quarter-to-date and year-to-date spend by vendor
- Paper or electronic reporting

We approach Supplier Diversity development through establishing guidelines for evaluation, implementation, and ongoing measurement. These can include reports detailing Vendor Classification Documents and a Vendor Database for small/minority business development.

Fisher Scientific also utilizes our Supplier Development Team to act as "Supplier Diversity Managers" to meet the increased importance of supplier diversity for our customers. This group leverages the strengths of a value-added network of highly respected MWBE suppliers, providing customers with the service and product breadth required from a comprehensive MWBE program. In addition, the program is based on Fisher Scientific's commitment to lowest total cost of

acquisition – focusing on the true costs of transactions and driving costs out of our customers' and partners' supply chain processes.

More specifically, the Supplier Development Team supports a number of activities:

- Actively identifies, approaches and mentors qualified MWBEs
- Verifies that MWBEs fully understand the customer's supply chain requirements
- Facilitates electronic catalogs and content
- Develops and implements programs to encourage qualified MWBE/small businesses to do business through Fisher Scientific
- Encourages partners and customers to increase the volume of business with qualified MWBE suppliers

Fisher Scientific actively seeks and mentors small and diverse companies as vendors. Of the 9,000 vendors with which we do business annually, over 2,700 file as a small and / or diverse business, each of which is required to submit annual documentation regarding their status. We are developing programs to mentor diversity suppliers and offer broad-based business support to expand their business opportunities.

In order to keep in continuous contact with the Diversity Purchasing community and ensure we are meeting federal and state regulations, we travel to small/minority business shows on an annual basis and meet regularly with procurement and diversity officers at our end user locations. In addition, our SBLO (Small Business Liaison Officer) meets regularly with the Fisher Scientific SBA CMR (Small Business Administration Commercial Marketing Representative) and has spoken as some SBA matchmaking events.

9.16 COST

Please see separate Cost Proposal volume, as required.

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.

Fisher Scientific acknowledges.

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.

Fisher Scientific acknowledges.

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

Fisher Scientific acknowledges.

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.

In the event that the price extended to NASPO results in a price below Fisher Scientific's cost plus 15%, the price to be charged to NASPO will be mutually agreed upon within 30 calendar days. Also, the pricing will be subject to mutual review in the event that Fisher Scientific's cost for a Catalog Product increases more than five percent (5%) within a firm price period.

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.

Fisher Scientific agrees to allow an audit to be conducted on reasonable notice and during normal business hours during the term of the Agreement and for one (1) year after termination. This audit should only be conducted once per year. Each party will bear its own expenses associated with such audit. In determining whether or not Fisher Scientific owes a refund, all overcharges and undercharges will be net against each other

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.

Fisher Scientific acknowledges.

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.

Fisher Scientific is unable to agree in advance to this section 10.5.1 (Termination of Contract) due to not being able to review Attachment G to the State's Standard Terms and Conditions. Accordingly, before this section becomes applicable, it is hereby requested that the State provide a complete copy of Attachment G to Fisher Scientific for review and acceptance.

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.

Fisher Scientific acknowledges.

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.

Fisher Scientific acknowledges.

Confirm the following, by signature below:

Gary M. Galluzzi affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions

Authorized Confirming Signature: _____

Industry Vice President, Academic & Government

Date: December 3, 2015

11 PROPOSAL EVALUATION

11.1 TECHNICAL EVALUATION

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

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges. Per the Response to Questions, the reference to Sections 9.17.1 and 9.17.4 are typographical errors.

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).
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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.
Fisher Scientific acknowledges.

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	75
evaluation category are: 7.1/7.2	75
Experience and References	300
8.2 Qualifications of Personnel	25
9.13 Customer Service and Support	25
9.14 Sustainability	
9.15 Local Business Support	
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 Participate	
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."

ATTACHMENT F - ~~(E)~~ REFERENCES

RFP16000231 Laboratory Equipment and Supplies

Receipt of references has been confirmed via e-mail by the State of Idaho.

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.

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:_____

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

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

Yes _____ No _____

4. 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 X NO _____

Name of Offeror: Fisher Scientific Company L.L.C.

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

RFP16000231 Laboratory Equipment and Supplies

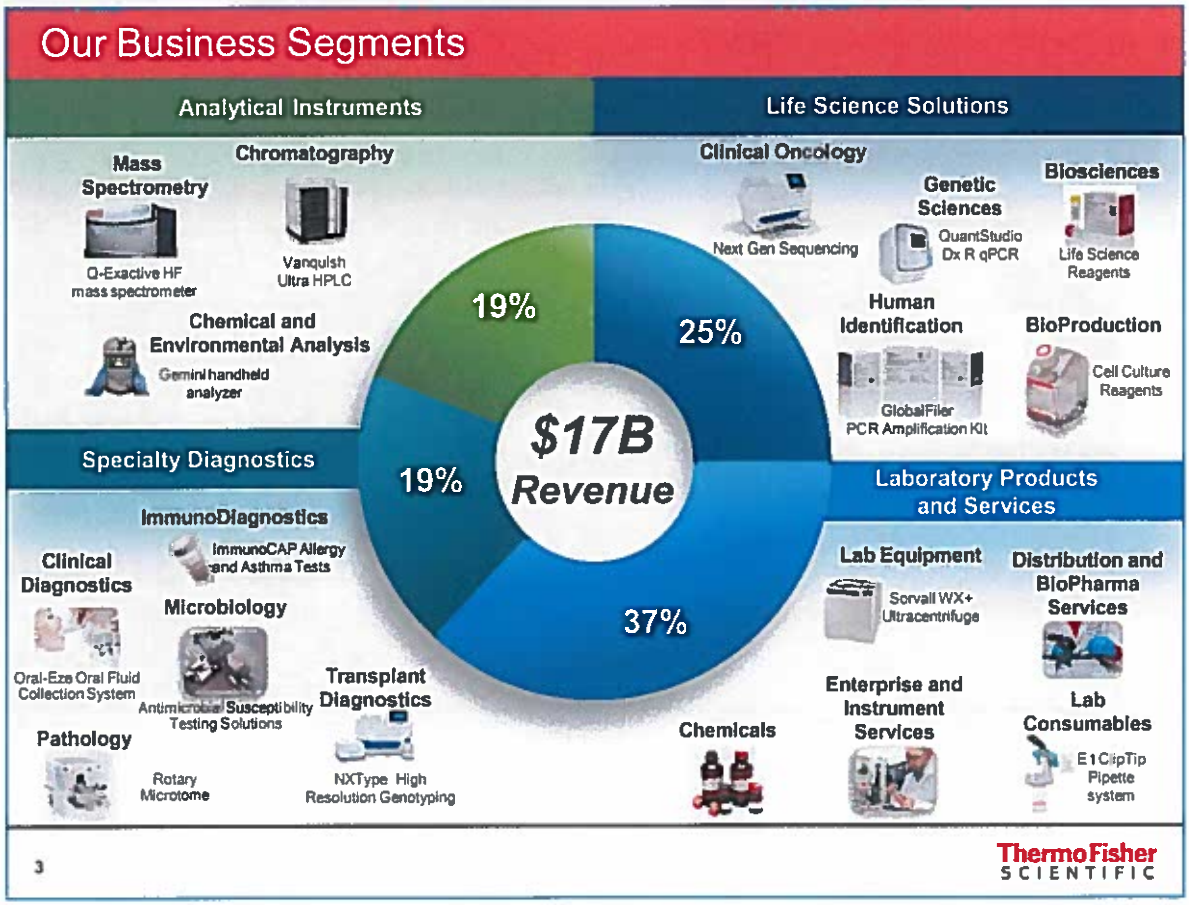
(attached under separate cover)

EXECUTIVE SUMMARY

Thank you for giving Fisher Scientific the opportunity to respond to The State of Idaho / NASPO ValuePoint Request for Proposal Number RFP16000231 for Laboratory Equipment and Supplies to establish a Master Agreement. Our response provides a full line of laboratory equipment and supplies for Band 1. We would also like to be considered for other bands for products that we can provide.

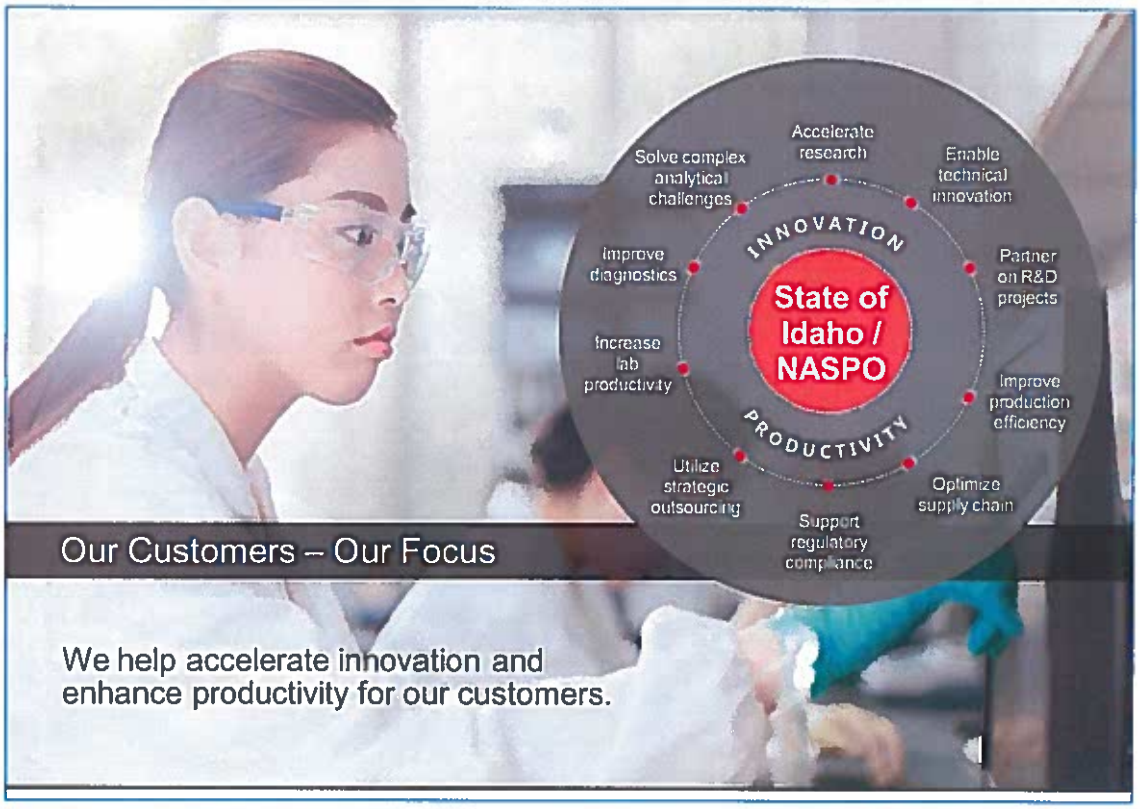
Over our contract history, we have supported NASPO ValuePoint participants through regular sales coverage and regional warehouses that stock the products that end users require, ensuring a simple and convenient order process that delivers products to the end users quickly and efficiently. As the largest laboratory supply distributor in the industry, Fisher Scientific operates 11 full-service distribution centers throughout the United States and Puerto Rico. Our warehouses are strategically placed in order to ensure prompt delivery service to State of Idaho / NASPO customers, anywhere in the country.

[redacted]



EXECUTIVE SUMMARY

[redacted]



EXECUTIVE SUMMARY

Reasons to Choose Fisher Scientific	Details

Customer Support	• National network of geographically based sales representatives
	• Access to field based application specialists
	  ◦ Technical Sales Representative
	  ◦ Senior E-Business Analysts
	  ◦ Chemical Specialist
	  ◦ Safety Sales Representative
	  ◦ Managed Services Specialists
	• Nationwide team of approximately 400 professional customer service representatives
	• Live Chat and Automate On-Line Customer Service Available on Fisher Scientific's Website

Product Portfolio	• Leading global provider of more than 800,000 laboratory products and services from over 10,000 suppliers • Unmatched offering of Life Science products in the industry • Extensive array of innovative equipment and technologies • More than 75,000 laboratory and industrial safety products and services • Green purchasing, if desired GREEN
Logistics	• Network of 11 full-service, state of the art distribution services • Highly responsive systems with efficiencies in order processing and material handling • Real-time order entry and inventory visibility • All major distribution centers are certified ISO 9001:2000 Certificate US09/5447
Discounts to Remain Firm	• Discount percentages will remain firm for the life of the contract. • Fisher Scientific affirms that discounts applicable to new items or replacement items will be discounted in accordance with NASPO's assigned Product Pricing Group schedule.
Sustainability	• Green products identified on our website • Recognized by *Newsweek* as one of the greenest companies in America • Corporate Social Responsibility Report on line

Conclusion

With our unmatched portfolio breadth, technical expertise, logistics and service capabilities, and strong track record of servicing the public sector, Fisher Scientific strongly believes that we are the **best** laboratory equipment and supplies partner. You have Fisher Scientific's commitment that we have all of the necessary tools and resources to successfully implement our proposal and we look forward to taking the next step with NASPO ValuePoint and the State of Idaho.

Discount Category Name	Discount off list
Absorbent - Surface	71.8%
Acids - Inorganic	45.7%
Acids - Organic	43.0%
Anemometers and Flowmeters	18.0%
Antibodies	5.8%
Antibody Production and Purification	5.2%
Apparatus - All Other	29.7%
Apparatus - Education	25.8%
Autoradiography Supplies	12.9%
Bags - Autoclaving Bags	51.2%
Bags - Other	27.1%
Bags - Sample Bags	34.6%
Balances - Analytical Balances	27.1%
Balances - Other	25.4%
Baths - Other	22.0%
Baths - Water	30.8%
Beakers - Glass	35.0%
Beakers - Plastic and Other	35.9%
Beakers - Sample	86.7%
Bench Protectors	37.1%
Biologicals - All Other	9.0%
Blades - Specialty	29.2%
Blenders and Homogenizers	25.7%
Blood Culture Systems	4.1%
Bottles - Glass Bottles [General Purpose]	35.4%
Bottles - Media Bottles	36.4%
Bottles - Other	33.3%
Bottles - Plastic Bottles [General Purpose]	35.1%
Bottles - Sample Bottles	50.0%
Bottles - Storage Bottles	76.3%
Bottles - Wash Bottles	36.6%
Bovine Sera	37.3%
Buffers	34.9%
Burets	35.4%
Carboys and Jerricans	36.7%
Caustics	50.8%
Cell Culture Dishes	28.3%
Cell Culture Flasks	25.8%
Cell Culture Media and Reagents	20.8%
Cell Culture Microplates	21.1%
Cell Culture Tubes	58.4%
Cellware [Specialty]	19.4%
Centrifuges - Benchtop [General Purpose]	17.0%
Centrifuges - Benchtop Microcentrifuges	23.4%

Discount Category Name	Discount off list
Centrifuges - Benchtop Other	17.1%
Centrifuges - Centrifuge Accessories	19.3%
Chemicals - All Other	30.4%
Chromatography Columns	13.1%
Chromatography Columns and Supplies	17.4%
Chromatography Equipment	0.4%
Clamps, Trays, and Supports	35.8%
Cleaning Products	25.3%
Clinical Chemistry Analyzers	25.3%
Clinical Controls Calibrators and Standards	18.7%
Clinical Diagnostic Kits and Reagents - C. difficile Testing	15.0%
Clinical Diagnostic Kits and Reagents - General Chemistry Testing	22.0%
Clinical Diagnostic Kits and Reagents - Influenza Testing	18.7%
Clinical Diagnostic Kits and Reagents - Other	21.0%
Clinical Diagnostic Kits and Reagents - Pregnancy [hCG] Tests	29.4%
Clinical Diagnostic Kits and Reagents - Specialty	61.2%
Clinical Diagnostic Kits and Reagents - Streptococcus Testing	7.0%
Clinical Diagnostic Kits and Reagents - Urinalysis Testing	17.5%
Coagulation Analyzers	33.2%
Colllection - Capillary	50.1%
Consumables - All Other	32.7%
Controlled Containers	87.1%
Controlled Environments – Apparel (Safety)	34.7%
Controlled Environments – Gloves (Safety)	44.0%
Controlled Environments – Housekeeping, Matting, Packaging, Stationary & Tape (Safety)	28.0%
Controlled Environments – Wipers & Swabs (Safety)	26.9%
Counting Devices	21.8%
Coverslips	50.6%
Crimp Caps	45.8%
Crucibles	23.4%
Cryogenic Products	24.9%
Cuvets and Cells	37.0%
Cylinders [Laboratory]	33.9%
Dehydrated Microbiology Media	22.5%
Desiccators	29.9%
Diagnostics - All Other	7.0%
Dialysis Desalting and Buffer Exchange	3.1%
Dichloromethane -SP	35.0%
Dishes - Other	47.3%
Dishes - Petri Dishes	61.5%
Dishes - Plastic	85.0%
Dishes - Plastic-Special	48.0%
Dishes Micro - Plastic	40.0%
Electrochemistry	21.8%

Discount Category Name	Discount off list
Electrodes	25.0%
Electrophoresis Equipment	15.8%
Electrophoresis Reagents	9.4%
Embedding Cassettes	20.1%
Enzymes	9.1%
Equipment - All Other	20.9%
Equipment - Education	25.8%
Evaporators	17.9%
Facility Safety - First Aid, Identification & Communication, Spill Control & Containment (Safety)	24.7%
Facility Safety - Maintenance & Operations - Apparatus(Safety)	29.4%
Facility Safety - Maintenance & Operations - Consumables(Safety)	37.5%
Film and Foil Wrapping	42.0%
Filtration - EMDA	84.4%
Filtration - EMDB	30.0%
Filtration - Glass Fiber EMD	40.0%
Filtration - Glass Fiber FBA	85.0%
Filtration - Glass Fiber FBB	82.0%
Filtration - Glass Fiber FBC	60.0%
Filtration - Glass Fiber WH	30.0%
Filtration - TCLP	45.0%
Filtration Products - Bottletop Filters	20.1%
Filtration Products - Centrifugal Filter Devices	8.2%
Filtration Products - Filter Units	19.5%
Filtration Products - Other Filtration Products	23.9%
Filtration Products - Syringe and Syringeless Filters [Nonsterile]	25.4%
Fire Fighting & Emergency Response – Equipment & Medical (Safety)	24.9%
Fire Fighting & Emergency Response – PPE (Safety)	56.0%
Flasks - Other	32.6%
Flasks - Volumetric	33.9%
Freeze Drying Equipment	29.1%
Funnels	34.1%
Furnaces	27.0%
Furniture	36.3%
Heaters	27.5%
Hematology Stains	10.9%
Histology Reagents	41.1%
Hoods and Enclosures	20.6%
Hotplates	28.6%
Immunoassay Testing	2.7%
Immunoreagents	5.8%
Incubators	23.8%
Inorganics - Other	41.1%
Inorganics - Sodium Compounds [Inorganics]	50.0%
Instrumentation – Radiation, Chemical, Noise, Heat-Stress & Air Quality Monitoring (Safety)	5.1%

Discount Category Name	Discount off list
Instruments - All Other	16.7%
Knives and Knife Blades	35.5%
Liquid Handling Fillers and Dispensers	0.3%
Media - Microbiology BDA	70.3%
Media - Microbiology BDB	50.0%
Media - Microbiology EMDA	35.0%
Media - Microbiology RA	93.0%
Media - Microbiology RB	70.3%
Media - Microbiology RC	65.0%
Media - Microbiology RD	26.0%
Membranes For Hybridization and Transfer	12.7%
Microbiology Apparatus	30.8%
Microbiology Products	15.4%
Microbiology Quality Control Supplies	8.9%
Microbiology Supplies	18.7%
Microplate Covers	19.0%
Microplate Readers	14.3%
Microplate Washers	12.0%
Microplates - Assay Microplates	23.6%
Microplates - Other	20.3%
Microscope Slides	52.7%
Microscopes	22.6%
Microtomy Equipment	10.0%
Mills	13.5%
Molecular Biology Reagents and Kits - DNA Extraction and Purification	9.6%
Molecular Biology Reagents and Kits - Nucleic Acid Labeling and Detection	5.2%
Molecular Biology Reagents and Kits - Other	3.6%
No Discount	0.0%
Nucleic Acids and Components	9.4%
Organics	22.6%
Ovens	27.6%
Paper - Specialty	90.5%
PCR Supplies	8.1%
PH ORP Titration	27.0%
Photodocumentation Systems	17.2%
Pipet Fillers	34.3%
Pipets - CLSA	78.0%
Pipets - CLSB	57.0%
Pipets- CLSC	47.0%
Pipets - CLSD	38.0%
Pipets - Glass	88.2%
Pipets - Other	48.9%
Pipets - Serological Pipets	48.8%
Pipets - Transfer Pipets	53.1%

Discount Category Name	Discount off list
Pipett - EPA	42.0%
Pipett - TSB	70.9%
Pipetter Tips - Auto	66.3%
Pipetter Tips - Filtering Pipetter Tips	31.4%
Pipetter Tips - Other	43.0%
Pipetter Tips - Pipetter Specific Tips	15.9%
Pipetter Tips - Repeater Pipetter Tips	23.0%
Pipetter Tips - Robotic Pipetter Tips	19.7%
Pipetter Tips - Universal Pipetter Tips	40.0%
Pipetters - Manual Pipetters	21.1%
Pipetters - Other	18.6%
Pippet - TSA	75.0%
Pippet - TSC	38.0%
PPE – Apparel (Safety)	32.9%
PPE – Eye, Face, and Hearing (Safety)	40.6%
PPE – Fall Protection (Safety)	19.1%
PPE – Hand Protection – Chemical Resistant Gloves (Safety)	36.9%
PPE - Hand Protection - Exam	85.0%
PPE - Hand Protection - Exam - LTX	94.0%
PPE – Hand Protection – Thin-Wall Gloves (Safety)	51.9%
PPE – Hand Protection – Work & Specialty Gloves (Safety)	33.1%
PPE – Head Protection (Safety)	23.4%
PPE – Respiratory Protection (Safety)	25.2%
Prepared Microbiology Media [Bottles and Slides]	2.8%
Prepared Microbiology Media [Plates]	26.3%
Prepared Microbiology Media [Tubes]	14.0%
Protein Chemistry Reagents and Kits	4.9%
Proteins	2.8%
Pumps - Other	22.5%
Pumps - Tubing	17.1%
Pumps - Vacuum	28.7%
Racks	30.8%
Refrigerators and Freezers - Other	29.7%
Refrigerators and Freezers - Ultra Low Temperature Freezers [Upright]	21.4%
Reservoirs and Reservoir Liners	26.1%
Samplers	22.8%
Sanitizers	65.9%
Shakers and Mixers - Other	31.3%
Shakers and Mixers - Platform Shakers	19.7%
Solutions for Analytical Chemistry - LEAVE IN STANDARD DISCOUNT	40.0%
Solutions for Analytical Chemistry - ORB	35.0%
Solutions for Analytical Chemistry - RC ISO	59.0%
Solutions for Analytical Chemistry - RCA	75.0%
Solutions for Analytical Chemistry - RCB	74.0%

Discount Category Name	Discount off list
Solutions for Analytical Chemistry - RCC	50.0%
Solutions for Analytical Chemistry - TSA	79.0%
Solutions for Analytical Chemistry - TSB	78.0%
Solutions for Analytical Chemistry - TSC	74.0%
Solutions for Analytical Chemistry - TSD	50.0%
Solutions for Analytical Chemistry -ORA	40.0%
Solutions for Chemical Testing	39.9%
Solvents - Acetone	62.9%
Solvents - Acetonitrile	33.7%
Solvents - Ethanol	34.6%
Solvents - Hexanes	71.1%
Solvents - Isopropanol [IPA]	60.4%
Solvents - Methanol	63.8%
Solvents - Methylene Chloride	61.7%
Solvents - Other	56.1%
Solvents - Xylenes	69.7%
Spatulas [General Purpose]	33.7%
Specimen Collection - Blood Specimen Collection	18.4%
Specimen Collection - Evacuated Blood Tubes	15.7%
Specimen Collection - Microbiology and Transport Systems	17.4%
Specimen Collection - Other	22.1%
Specimen Collection - Tube Needles	19.8%
Specimen Collection - Tubes for Blood Collection	17.3%
Specimen Collection - Urine Specimen Collection	20.8%
Specimen Collection - Winged Collection Set	11.2%
Specimen Containers	37.5%
Spectrometry and Spectrophotometry	6.3%
Standards	25.4%
Sterilizers	19.6%
Stirrers - Magnetic	25.7%
Stirrers - Overhead	26.3%
Stirring Bars and Rods	44.0%
Stoppers	32.9%
Syringes - General Purpose Syringes	21.3%
Syringes - Other	20.2%
Temperature - Digitial	49.0%
Thermal Cycling Instruments	10.2%
Thermometers	25.8%
Timers	26.4%
Tissue Processing Reagents	22.1%
Tubes - Caps	64.4%
Tubes - Centrifuge Tubes	35.8%
Tubes - KCRG	58.0%
Tubes - KCRH	39.0%

Discount Category Name	Discount off list
Tubes - Micro [Cap]	90.7%
Tubes - Microtubes	52.5%
Tubes - Other	30.0%
Tubes - Plastic	73.2%
Tubes - Storage Tubes	28.6%
Tubes - Test Tubes	40.3%
Tubes - Tube Closures	38.7%
Tubing and Tubing Connectors	38.3%
Ultrasonic Cleaners	19.5%
Vials - Sample	32.2%
Vials and Vial Inserts	34.3%
Viscometry Instruments	16.3%
Washers and Dryers for Glassware	28.1%
Waste Disposal Containers	36.6%
Water	41.3%
Water and Wastewater Testing Supplies	22.8%
Water Purification - Other	20.1%
Water Purification - Pretreatment and Polishing Systems	15.6%
Western Blotting, ELISA and Cell Imaging	7.4%
Wipes	78.2%