

CITY OF GLENDALE  
ORIGINAL

C-11097  
09/13/2016

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FISHER SCIENTIFIC COMPANY, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this <sup>13</sup> day of ~~September~~, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Fisher Scientific Company, LLC, a Pennsylvania limited liability company ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 15, 2016, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Laboratory Equipment and Supplies Agreement, Agreement No. NASPO MA 16000234-1 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 8, 2016, until the date the contract expires on April 1 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 1, 2021. The initial period of this Agreement, therefore, is the period

from the Effective Date of this Agreement until April 1, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one (1) year periods until the Cooperative Purchasing Agreement expires on April 1, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed fifty thousand dollars (\$50,000) annually or two hundred fifty thousand dollars (\$250,000) for the entire term of the Agreement (initial term plus any renewals). If the purchase price for supplies and/or services purchasing under this agreement are projected to exceed fifty thousand dollars (\$50,000) annually or two hundred fifty thousand dollars (\$250,000) for the entire term of the Agreement (initial terms plus any renewals), then the City will execute a modification to the Linking Agreement to increase this amount appropriately.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
9. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Anthony Weathersby  
7070 W Northern Ave  
Glendale, Arizona 85303  
623-930-4108

and

Fisher Scientific Company, LLC  
c/o David Holden  
300 Industry Drive  
Pittsburgh, PA 15275

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Fisher Scientific Company, LLC,  
a Pennsylvania limited liability company

By:

  
\_\_\_\_\_  
Kevin R. Phelps  
City Manager

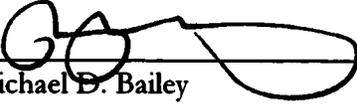
By:

  
\_\_\_\_\_  
Name: Jim Rogers  
Title: Director, Government Contracts

ATTEST:

  
\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FISHER SCIENTIFIC COMPANY, LLC**

**EXHIBIT A**

Laboratory Equipment and Supplies Agreement, Agreement No. NASPO MA 16000234-1



**Participating Addendum**

Description: Laboratory Equipment and Supplies

**Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007**

**Cooperative Organization: NASPO Value Point**

**NASPO Value Point Master Price Agreement No.: MA 1600234-1**

**Contract Name: Fisher Scientific Company L.L.C.**

**Contractor: Laboratory Equipment and Supplies**

**Lead State: State of Idaho**

**Participating Entity: State of Arizona**

**1. Scope**

This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA1600234-1) for use by state agencies and other entities located in the Participating State of Arizona, as provided below.

**2. Participation**

Use of NASPO Value Point cooperative contracts by other agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state of Arizona 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 State Chief Procurement Official.

**3. Modifications or Additions to Master Price Agreement**

**3.1. Additions**

**3.1.1. State of Arizona Uniform Terms and Conditions**  
(See Attachment 3.1.1.)

**3.1.2. Eligible Agencies (Statewide)**

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes§ 41-2632.

**3.1.3. Order of Precedence**

NASPO Master Price Agreement  
Arizona Participating Addendum  
Arizona Special Terms and Conditions;  
Arizona Uniform Terms and Conditions;



**Participating Addendum**

**Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007**

Description: Laboratory Equipment and Supplies

Attachments, Addendums, Exhibits  
Offer Documents

**3.1.4. Term of Contract**

Notwithstanding any future amendments, this PA shall begin on the date of execution of this PA and shall remain in effect for one year unless terminated, canceled, or extended. The State at its sole option may extend the PA for four additional one-year terms if the Master Price Agreement is still valid.

**3.1.5. Insurance Requirements**

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

**A. Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

**Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products -- Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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**Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - o Each Accident \$1,000,000
  - o Disease - Each Employee \$1,000,000
  - o Disease - Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt,



## Participating Addendum

Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
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Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

### Acceptability of Insurers

Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

### Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

### Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or



## Participating Addendum

Description: Laboratory Equipment and Supplies

Arizona Department of Administration  
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Phoenix, AZ 85007

subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 3.1.6. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the Arizona State Procurement Officer (SPO), Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

### 3.1.7. Procure AZ Electronic Ordering System

The contractor shall be registered in ProcureAZ, the State of Arizona's secure internet/web portal. ProcureAZ allows the electronic submission of purchase orders, tracking and reporting agency purchases and payment of contractor's invoices under this contract.

### 3.1.8. Purchase Order Citation Requirement

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number and the Master Price Agreement Number MA16000234-1.

### 3.1.9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act (ARRA) of 2009"

#### 3.1.9.1. Reporting

If or when contractor is notified by ordering entity that a specific purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as defined in Section 1512 of ARRA as implemented through Office of Management and Budget Memorandum 09-21 entitled, "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009" (the Memorandum), or subsequent changes or modifications to these requirements as published by the Office of Management and Budget. Contractor shall only comply with those requirements in the Memorandum that are applicable to vendors. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment.



## Participating Addendum

Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

### 3.1.9.2. Purchase Order Requirements

Recipient Sub recipient of funds shall specify on the first line of each purchase order placed with Contractor utilizing ARRA funds that ARRA funds are being used to fund the purchase order. Recipient Sub recipient may NOT co-mingle ARRA funds and non-ARRA funds in single purchase order. Recipient Sub recipient acknowledges that Contractor will not separate such funds. The total purchase amount of all funds on any such co-mingled purchase order will be included in any report provided by Contractor for ARRA purposes.

### 3.1.10. Reporting and Fees

#### 3.1.10.1. Reporting

The Contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO) on Contractor catalog sales, in a format as required by SPO, at no additional cost to the State.

#### 3.1.10.2. Administrative Fee

The Contractor shall assess administrative fees in the amount of one percent (1%) of all catalog sales occurring under this Addendum, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL: [http://spp.az.gov/Cooperative\\_ProcurementSPC/default.asp](http://spp.az.gov/Cooperative_ProcurementSPC/default.asp). At its option, the State may expand the applicability of this fee with prior written notice and mutual agreement of Contractor. The Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services under the Addendum. The Contractor's WSCA pricing to the Participating Entity shall be adjusted to offset for the equivalent fee amount. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. The Contractor's failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the Contract or as provided by law. Contractor shall factor a 1% fee into its Contract pricing.



## Participating Addendum

Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

#### 4. Primary Contacts

The primary contact individuals for this participating addendum are as follows (or their named successors):

##### Lead State Contract Administrator

Name: Chelsea Cameron CPPB  
Address: Purchasing Officer, Division of Purchasing  
  
Voice: Phone 208-332-1607  
Email: [chelsea.cameron@adm.idaho.gov](mailto:chelsea.cameron@adm.idaho.gov)

##### Contractor

Name: Eric Van Denburg  
Address: Fisher Scientific, 300 Industry Drive, Pittsburgh, PA 15275  
Voice: (949) 842-9685  
Fax: (949) 856-8782  
Email: [Eric.vandenburg@thermofisher.com](mailto:Eric.vandenburg@thermofisher.com)

##### Participating Entity

Entity Name: The State of Arizona  
Contact: Christopher Lacey  
Address: Arizona Department of Administration  
State Procurement Office (SPO)  
100 N. 15th Ave. Phoenix, AZ 85007  
Phone 602-542-7165  
Email [Christopher.Lacey@azdca.gov](mailto:Christopher.Lacey@azdca.gov)

This Participating Addendum and the Master Price Agreement No. MA 16000234-1 (administered by the State of Idaho) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.



Uniform Terms and Conditions

Arizona Department of Administration  
State Procurement Office

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

De... ..

Fisher Scientific

Company Name

300 Industry Drive

Address

Pittsburgh, PA 15275

City

State

Zip

Signature of Person Authorized to Sign Offer

Gary M. Galluzzi

Printed Name

Vice President Academic

Title

Phone:

(513) 225-0140

Fax:

412-249-5087

gary.galluzzi@thermofisher.com

Contact Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization    IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. NASPO MA 16000234-1

The effective date of the Contract shall be: ~~07/15/2016~~ 06/15/2016

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
Awarded this

8<sup>th</sup> day of JUNE 20 16

Procurement Officer



## Uniform Terms and Conditions

Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. **"Contractor"** means any person who has a Contract with the State.
- 1.5. **"Days"** means calendar days unless otherwise specified.
- 1.6. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. **"State Fiscal Year"** means the period beginning with July 1 and ending June 30.

### 2. Contract Interpretation



## Uniform Terms and Conditions

Arizona Department of Administration  
State Procurement Office  
100 N. 15th Ave, Suite 201  
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
  - 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
  - 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below
    - 2.3.1. NASPO Master Price Agreement
    - 2.3.2. Arizona Participating Addendum;
    - 2.3.3. Arizona Special Terms and Conditions;
    - 2.3.4. Arizona Uniform Terms and Conditions;
    - 2.3.5. Attachments, Addendums, Exhibits and Specifications
    - 2.3.7. Documentsreferenced or included in the Solicitation.
  - 2.4. Relationship of Parties. The Contractor under this Contract is an Independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
  - 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
  - 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
  - 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. **Contract Administration and Operation**
- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
  - 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
  - 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract. Both over and under charges will be applied in the evaluation of an audit undertaken by the State.



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- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all



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remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, prices shall be F.O.B. Destination for catalog items and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state



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fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

### 5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

### 6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

#### 6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent



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that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3. In no event shall either party be liable for indirect, consequential, or special damages of any kind (including loss of profits, loss of use, or loss of goodwill).

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this

Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for:



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overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

### 7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
  - 7.2.2. Fit for the intended purposes for which the materials are used;
  - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by



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law or provided by the contract.

### 8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

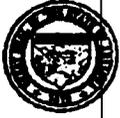
8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred,



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suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

**9.4. Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**9.5. Termination for Default.**

**9.5.1.** In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

**9.5.2.** Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

**9.5.3.** The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**9.6. Continuation of Performance through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11. Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**12. Comments Welcome**



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The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona



ARIZONA DEPARTMENT OF ADMINISTRATION  
STATE PROCUREMENT OFFICE

## DETERMINATION

### TITLE

Confidential Information

### SOLICITATION

No: ADSP013-038789

Description: Statewide Consumable Laboratory Supplies and General Laboratory Equipment

### AUTHORITY

A.R.S. § 41-2632. Cooperative purchasing authorized; and A.A.C. R2-7-1003 Purchasing from a Cooperative Contract.

### DETERMINATION

In accordance A.R.S. § 41-2632 cooperative purchasing authorized; and A.A.C. R2-7-1003 Purchasing from a Cooperative Contract; it is hereby determined in the best interest of the state and at the discretion of the State Procurement Office. The NASPO Value Point Cooperative Contract MA16000234-1 for Laboratory Equipment and Supplies; Lead may be used to replace the current statewide Contract ADSP013-038789 ending 4/30/16 as it meets the following criteria:

1. The cooperative contract was awarded through the competitive process and documentation is available to substantiate the award, including: Bidder's list, Solicitation Included evaluation factors, Multiple offers received, Bid tabulation and evaluation offers, and Basis for cooperative contract award with established evaluation factors.

<http://www.naspovaluepoint.org/contract-details/67/contractor/361>

2. Cost analysis to determine price is fair and reasonable as prescribed by R2-7-702; Based on Historical quantity's purchased under contract ADSP013-038789 the State would see about \$77,000 annually in savings if the State moves to NASPO pricing vs The current State Wide contract.

		SAVINGS
\$	1,228,662	\$ 1,151,373
		\$ 77,288

3. Review of cooperative contract terms and conditions

[file:///C:/Users/168780/Downloads/1458672913 Master%20Agreement Fisher%2003-22-2016 fully%20executed.pdf](file:///C:/Users/168780/Downloads/1458672913%20Master%20Agreement%20Fisher%2003-22-2016%20fully%20executed.pdf)

4. Vendor's willingness to extend cooperative contract to the state. This has been confirmed by Fisher Scientific

**DOCUMENTATION**

This determination shall be placed in the procurement file.

**EFFECTIVE**

This Determination is effective and shall remain in effect unless otherwise modified or revoked.



Ashoke Seth  
State Procurement Associate Director

6/3/2016

Date



**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**

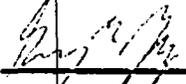
This Master Agreement is effective April 1, 2016 or upon final executed signatures, whichever is later. In no event will this Agreement be effective until executed by DOP. The initial term of this Master Agreement shall be three (3) years. The total contract term, including all extensions, may not exceed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

  
\_\_\_\_\_  
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



**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**

<b>RFP Title:</b>	Laboratory Equipment and Supplies
<b>RFP Project Description:</b>	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.
<b>RFP Lead:</b>	Chelsea Cameron, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 <a href="mailto:chelsea.cameron@adm.idaho.gov">chelsea.cameron@adm.idaho.gov</a> (208) 332-1607
<b>Submit sealed proposal (if submitting manually):</b>	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
<b>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.</b>	
<b>Submit electronically via IPRO:</b>	Electronic Submission <a href="https://purchasing.idaho.gov/iprologin.html">https://purchasing.idaho.gov/iprologin.html</a>
<b>Pre-Proposal Conference:</b>	Tuesday, October 13, 2015 10:30 a.m. Mountain Time
<b>Pre-Proposal Conference Location:</b>	via Teleconference (call in number will be provided when you register for the Pre-Proposal conference)
<b>Deadline To Receive Questions:</b>	Tuesday, October 20, 2015 11:59:59 p.m. Mountain Time
<b>RFP Closing Date:</b>	See IPRO Header Document
<b>RFP Opening Date:</b>	10:30 a.m. Mountain Time the following work day after closing.
<b>Initial Term of Contract and Renewals:</b>	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, INCLUDING 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](mailto: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](http://www.naspovaluepoint.org) and [www.naspo.org](http://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](mailto: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](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](mailto: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](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](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](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](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](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](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 3<sup>rd</sup> 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 be 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 not supplied in accordance with customer's 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) ADDITIONAL 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 be 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.

<p>Confirm the following, by signature below:</p> <p>_____ affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions</p> <p>Authorized Confirming Signature: _____</p> <p>Date: _____</p>
---

**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:  $500 \times \text{raw score of the technical proposal being evaluated} / \text{highest raw technical score}$ .

**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:  $\text{Lowest Total Cost for Band \#} / \text{Other Offeror Total Cost for Band \#} \times 500$ .

**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	<u>500</u>
<b>TOTAL POINTS</b>		<b>1,000</b>

**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](mailto: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](http://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**

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

**Anticipated Usage**

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

## **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)**  
**Ployvinyl 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)**

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

Item #	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Beaker Tray, PFA, Case of 200	10727205	200.00	66.75	66.75	
2	Beaker Tray, PFA, Case of 200	08799475	64.36	76.95	18.63	
3	Beaker Tray, PFA, Case of 200	1178011	26.00	27.20	18.87	
4	Beaker Tray, PFA, Case of 200	10488235	46.00	69.75	4.18	
5	Beaker Tray, PFA, Case of 200	10078	6.00	6.00	6.00	
6	Beaker Tray, PFA, Case of 200	0808441A	44.95	63.00	5.34	
7	Beaker Tray, PFA, Case of 200	100111110	20.00	64.75	1.63	
8	Beaker Tray, PFA, Case of 200	00110091	61.41	12.75	61.16	
9	Beaker Tray, PFA, Case of 2000	10011117	112.00	18.75	46.91	
10	Beaker Tray, PFA, Case of 200	0804200	63.00	47.00	11.14	
11	Beaker Tray, PFA, Case of 200	08711111	10.00	10.00	11.00	
12	Beaker Tray, PFA, Case of 200	1100000	9.00	9.00	1.00	
13	Beaker Tray, PFA, Case of 200	100021711	100.00	63.00	69.00	
14	Beaker Tray, PFA, Case of 200	07700111	60.30	17.00	11.00	
15	Beaker Tray, PFA, Case of 1000	07011111	41.51	64.75	4.00	
16	Beaker Tray, PFA, Case of 100	111194A	64.98	14.00	4.00	
17	Beaker Tray, PFA, Case of 100	10001105	35.71	6.00	15.71	
18	Beaker Tray, PFA, Case of 100	110110000	11.34	65.00	3.50	
19	Beaker Tray, PFA, Case of 100	080011	34.71	10.10	18.70	
20	Beaker Tray, PFA, Case of 100	10000100	10.50	40.00	18.10	
21	Beaker Tray, PFA, Case of 100	00000000	60.00	15.00	44.00	
22	Beaker Tray, PFA, Case of 100	11000000	110.00	17.10	16.50	
23	Beaker Tray, PFA, Case of 1000	11001100	100.71	10.00	24.00	
24	Beaker Tray, PFA, Case of 100	070000	110.10	47.00	17.00	
25	Beaker Tray, PFA, Case of 100	10011	60.25	71.00	11.24	
26	Beaker Tray, PFA, Case of 100	11110000	44.00	64.00	4.00	
27	Beaker Tray, PFA, Case of 100	00011000	77.57	10.10	14.50	
28	Beaker Tray, PFA, Case of 100	00000000	250.71	14.10	41.50	
29	Beaker Tray, PFA, Case of 100	00110000	74.00	40.00	41.00	
30	Beaker Tray, PFA, Case of 100	00000000	100.00	10.00	10.00	
31	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
32	Beaker Tray, PFA, Case of 100	00000000	100.00	10.00	10.00	
33	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
34	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
35	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
36	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
37	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
38	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
39	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
40	Beaker Tray, PFA, Case of 100	11011111	100.00	10.00	10.00	
41	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
42	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
43	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
44	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
45	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
46	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
47	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
48	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
49	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
50	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
51	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
52	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
53	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
54	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
55	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
56	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
57	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
58	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
59	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
60	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
61	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
62	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
63	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
64	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
65	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
66	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
67	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
68	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
69	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
70	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
71	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
72	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
73	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
74	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	
75	Beaker Tray, PFA, Case of 100	00011111	100.00	10.00	10.00	

**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."**

**RFP16000231 Laboratory Equipment and Supplies**

Question	RFP Section	RFP Page	Question	Response
1				
2				
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22				

Question	RFP Section	RFP Page	Question	Response
23				

**ATTACHMENT F - (E) REFERENCES**  
**RFP16000231 Laboratory Equipment and Supplies**

**INSTRUCTIONS TO THE OFFEROR:**

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

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

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

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
  - c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.
2. Send the "Reference's Response To" document to your references to complete.

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

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

**REFERENCE NAME (Company/Organization):** \_\_\_\_\_

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

**INSTRUCTIONS**

1. Complete Section I. **RATING** using the Rating Scale provided.
2. Complete Section II. **GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete Section III. **ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead: Chelsea Cameron  
  
E-mail: chelsea.cameron@adm.idaho.gov  
  
Fax: 208-327-7320
5. This completed document **MUST** be received no later than **November 18, 2015** at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. References received without an actual signature will not be accepted.
6. **DO NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

**Section I. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS**

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

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Approximate Annual Spend

Full-line catalog of laboratory equipment and supplies

\_\_\_\_\_ \$ \_\_\_\_\_

Plasticware

\_\_\_\_\_ \$ \_\_\_\_\_

Gloves

\_\_\_\_\_ \$ \_\_\_\_\_

Microscopes

\_\_\_\_\_ \$ \_\_\_\_\_

**Section II. RATING**

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

**Rating Scale**

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

Circle ONE number for each of the following numbered items:

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

10    9    8    7    6    5    4    3    2    1    0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

**Section III. GENERAL INFORMATION**

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

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**Section IV. ACKNOWLEDGEMENT**

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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)**

**STATE OF ARIZONA  
PURCHASE ORDER TERMS AND CONDITIONS**

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment - Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation - Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FISHER SCIENTIFIC COMPANY, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

Purchase of laboratory equipment and supplies on an as needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
FISHER SCIENTIFIC COMPANY, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is provided in the Laboratory Equipment and Supplies  
NASPO Value Point Master Price Agreement No. MA 16000234-1

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by  
the Project must not exceed \$50,000 annually or \$250,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

See attached discount form.

**Category Names and Discounts**

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%
Centrifuges - Benchtop Other	17.1%
Centrifuges - Centrifuge Accessories	19.3%

**Category Names and Discounts**

<b>Discount Category Name</b>	<b>Discount off list</b>
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%
Collection - 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%
Electrodes	25.0%
Electrophoresis Equipment	15.8%
Electrophoresis Reagents	9.4%
Embedding Cassettes	20.1%

**Category Names and Discounts**

<b>Discount Category Name</b>	<b>Discount off list</b>
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%
Instruments - All Other	16.7%
Knives and Knife Blades	35.5%
Liquid Handling Fillers and Dispensers	0.3%
Media - Microbiology BDA	70.3%

**Category Names and Discounts**

<b>Discount Category Name</b>	<b>Discount off list</b>
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%
Pipett - EPA	42.0%
Pipett - TSB	70.9%
Pipetter Tips - Auto	66.3%
Pipetter Tips - Filtering Pipetter Tips	31.4%

**Category Names and Discounts**

<b>Discount Category Name</b>	<b>Discount off list</b>
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%
Pipettors - Manual Pipettors	21.1%
Pipettors - Other	18.6%
Pipette - TSA	75.0%
Pipette - 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%
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%

**Category Names and Discounts**

<b>Discount Category Name</b>	<b>Discount off list</b>
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 - Digital	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%
Tubes - Micro [Cap]	90.7%
Tubes - Microtubes	52.5%
Tubes - Other	30.0%
Tubes - Plastic	73.2%

**Category Names and Discounts**

<b>Discount Category Name</b>	<b>Discount off list</b>
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%