MASTER AGREEMENT
MA16000234-1

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"

In conjunction with NASPO ValuePoint

and

Fisher Scientific Company L.L.C. "Contractor"

AGREEMENT

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

2. Order of Precedence

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

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

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

3. Effective Date and Term

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

4. Attachments

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

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

Fisher Scientific Company L.L.C.

_____, Vice President
Name, Title

03-21-16
Date

Division of Purchasing

Chelsea Cameron
Chelsea Cameron, Purchasing Officer

03/22/2016
Date

The State of Idaho
Division of Purchasing

In conjunction with

NASPO ValuePoint

Request for Proposals

Idaho Solicitation Number RFP16000231
Laboratory Equipment and Supplies

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

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1 RFP ADMINISTRATIVE INFORMATION

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

2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

2.1 PURPOSE

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

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

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

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

2.2 LEAD STATE

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

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

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

2.3 DEFINITIONS

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

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

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

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

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

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

2.4 NASPO ValuePoint BACKGROUND INFORMATION

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

2.5 PARTICIPATING STATES

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

Participating Addendum after award.

2.6 ANTICIPATED USAGE

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

3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW

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

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

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

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

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

3.1 ESTIMATED QUANTITIES

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

3.2 ITEMS NOT INCLUDED IN THIS CONTRACT

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

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

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

3.3 BACK-ORDERS

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

3.4 ADDITIONS TO THE CONTRACT

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

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

3.5 EFFECT ON OTHER LABORATORY EQUIPMENT AND SUPPLY CONTRACTS

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

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

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

4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

4.1 RFP QUESTION AND ANSWER PROCESS

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

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

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

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

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

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

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

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

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

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

4.2 PRE-PROPOSAL CONFERENCE

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

4.3 PROPOSAL DUE DATE

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

4.4 CANCELLATION OF PROCUREMENT

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

4.5 GOVERNING LAWS AND REGULATIONS

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

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

4.6 FIRM OFFERS

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

4.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

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

4.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

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

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

4.9 PROPOSAL SUBMISSION INSTRUCTIONS

4.9.1 Submission of Proposals

Proposals may be submitted manually or electronically. Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at http://purchasing.idaho.gov/ipro.html . When submitting through IPRO, enter your

"Total Cost" in IPRO as "$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.

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

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

4.9.2 Manually Submitted Proposals

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

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

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

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

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

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

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

5 PROPOSAL FORMAT, REVIEW AND EVALUATION

5.1 EVALUATION CODES

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

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

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

5.2 INTITIAL REVIEW OF PROPOSALS

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

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

5.2.3 Right to Waive Minor Irregularities

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

5.2.4 Proposal Format

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

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

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

5.2.5 Ownership or Disposition of Proposals and other Materials submitted

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

5.2.6 Confidential or Proprietary Information

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

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

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

6 MANDATORY ADMINISTRATIVE REQUIREMENTS

6.1 (M) SIGNATURE PAGE

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

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

6.2 (M) COVER LETTER

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

6.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include

their tax identification number. The Offeror must be a legal entity with the legal right to contract.
* If submitting via IPRO be certain the FEIN in IPRO is the same as the one in your cover letter and on your signature page.

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

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

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

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

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

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

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

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

monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

6.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions.
Fisher Scientific shall pay 0.25% NASPO ValuePoint Administrative Fee on all catalog sales not excluded under Section 3.2.

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

6.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

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

7 BUSINESS INFORMATION

7.1 (ME) EXPERIENCE

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

7.2 (E) REFERENCES

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

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

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

7.3 (M) MINIMUM REQUIREMENTS

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

7.3.1 Experience

Offeror must have been in business for a minimum of three years providing Laboratory Equipment

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

7.3.2 Licensing Requirements

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

7.3.3 Contractor Single Point of Contact.

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

8 ORGANIZATION AND STAFFING

8.1 (M) KEY PERSONNEL

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

8.2 (ME) QUALIFICATIONS OF PERSONNEL

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

8.3 SUBCONTRACTORS

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

9 SCOPE OF WORK

9.1 (M) MANDATORY SPECIFICATIONS AND REQUIREMENTS

9.1.1 Estimates of Use

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

9.1.2 Customer Service Representatives

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

9.1.3 Silence of Specifications

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

9.2 (M) ORDERING

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

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

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

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

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

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

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

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

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

9.3 MINIMUM ORDER

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

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

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

9.4 PACKAGING, DELIVERY, FUEL SURCHARGE

9.4.1 Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for Band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such

notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.

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

9.4.3 Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated. Fisher Scientific will absorb normal freight charges for catalog sales and will pass through freight cost on third party sales. On third party orders, Fisher Scientific is acting as the ordering entity's agent and does not take title.

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

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

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

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

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

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

9.5 LATE DELIVERY AND FAILURE TO DELIVER

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery

and installation within the time specified in Contractor's proposal, and in no event in excess of the limit specified in Section 9.4, above).

9.6 RETURN OF ITEMS

9.6.1 Contractor Error

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

9.6.2 Ordering Entity Error

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable. Products may be returned within thirty (30) days for replacement or adjustment through the "no hassle" return program.

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

Fisher Scientific will issue full credit for:

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

Fisher Scientific will issue partial credit for:

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

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

Fisher Scientific will not issue credit for:

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

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

9.7 INVOICING

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

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

9.8 CUSTOMER ACCOUNT NUMBERS

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

9.9 STATE PURCHASING CARD

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

9.10 TRAINING

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

9.11 RECORDS MAINTENANCE and REPORTING REQUIREMENTS

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

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

9.12 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

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

9.13 CUSTOMER SERVICE AND SUPPORT

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

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

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

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

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

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

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

9.13.8 (E) Describe how you will meet the requirements of Section 9.2, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the requirements contained in Section 9.2. Describe how your proposed website will enhance your

customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; FAQ's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

9.14 (E) SUSTAINABILITY

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

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

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

9.15 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE

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

9.16 COST

9.16.1 (M) Price Lists and Catalogs

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

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

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

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

9.16.5 (E) Volume Discounts:

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

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

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

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

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

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

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

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

10 (M) ADDITONAL TERMS AND CONDITIONS

10.1 ADDITIONAL MANUFACTURER DISCOUNTS

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

10.2 PRICE CHANGES

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

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

10.2.3 Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State. In the event the price extended to NASPO results in a price below Fisher Scientific's cost plus fifteen percent (15%), the price to charged to NASPO will be mutually agreed upon within thirty (30) calendar days. The pricing shall be subject to mutual review in the event Fisher Scientific's cost for a catalog product increases more than five percent (5%) within a firm price period.

10.3 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment. Fisher Scientific will allow an audit to be conducted on reasonable notice and during normal business hours for term of this agreement and for one (1) year after termination. This audit shall be conducted one per year. Each party will bear its own expenses. In determining whether or not Fisher Scientific owes a refund, all overcharges and undercharges will be net against each other.

10.4 CHANGE IN CONTRACTOR REPRESENTATIVE

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

10.5 TERMINATION

10.5.1 Termination of Contract

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

10.5.2 Termination of Participating Addendum

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

10.6 AVAILABLE FUNDS

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

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

11 PROPOSAL EVALUATION

11.1 TECHNICAL EVALUATION

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

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

11.2 COST EVALUATION

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

The items used for purposes of Cost evaluation will be a <u>representative sample</u> 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; <u>as well as</u> a representative sample of items commonly procured by public entities for laboratory use.

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

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

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

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

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

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

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

11.3 AWARD

Award will be made to the high point responsive responsible Offeror(s), by Band (1 – 4), in accordance with the Evaluation Method described above. The State may make multiple awards for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 4 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

EVALUATION CRITERIA

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

The maximum points for each evaluation category are:

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

ATTACHMENT A – NASPO ValuePoint Master Agreement Terms and Conditions
June 2015
RFP16000231 Laboratory Equipment and Supplies

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

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

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

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

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

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

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

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and

all rights, title, and interest therein.

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

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

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

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

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

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

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

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

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

3. Term of the Master Agreement

The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by

mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

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

5. Assignment/Subcontracts

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

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

6. Price and Rate Guarantee Period

Requests for price adjustments must be made at least thirty (30) days prior to the requested effective date, and must include sufficient documentation supporting the request. Adjustments will not be considered more than once per contract year. Requests must be approved in writing by the Lead State in order to be effective. Retroactive price adjustments will not be allowed.

7. Cancellation

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

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of

Contractor who can be shown to have had no access to the Confidential Information.

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

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

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

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

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

(1) Nonperformance of contractual requirements; or

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

(3) Any certification, representation or warranty by Contractor in response to the solicitation or

in this Master Agreement that proves to be untrue or materially misleading; or

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

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

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

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

(1) Exercise any remedy provided by law; and

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

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

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

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

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

11. Shipping and Delivery

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

12. Changes in Contractor Representation

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

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot,

acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

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

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

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

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

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

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

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

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance

necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

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

16. Individual Customers

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

17. Insurance

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

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

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

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

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State (or other Entity) as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum. Other Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state (or other entity).

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

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

18. Laws and Regulations

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

19. License of Pre-Existing Intellectual Property

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

20. No Waiver of Sovereign Immunity

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

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

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments,

shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

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

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

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

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

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

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

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

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master

Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

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

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

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

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

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

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

23. Payment

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

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

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

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

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

26. Administrative Fees

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

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such

agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to

display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Acceptance

The Acceptance period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

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

30. [RESERVED]

31. Title of Product

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

32. Waiver of Breach

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

breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

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

34. Debarment

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

35. Governing Law and Venue

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

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

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

36. NASPO ValuePoint eMarket Center

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

referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

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

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

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

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

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

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

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

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

delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

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

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

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

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

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

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

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

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

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

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

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions

of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

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

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

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

37. Contract Provisions for Orders Utilizing Federal Funds

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

(June 2015)

ATTACHMENT B – HISTORICAL DATA & ANTICIPATED USAGE

RFP16000231 Laboratory Equipment and Supplies

Sales Summary Lab Equipment and Supply Contracts

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

Anticipated Usage

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

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

Item Number	Description	Catalog #	2016 SU List Price	% Discount	SU Net Price
1	Pipette Tips, P250, Case of 960	02707265	$ 204.23	66.3%	$ 68.73
2	Pipette Tips, P20, Case of 960	02707425	$ 64.16	70.9%	$ 18.65
3	Disposable Scalpel, Sterile, #10, Pack of 10	3120032	$ 26.65	29.2%	$ 18.87
4	Microtubes, 250-500 UL, Pack of 50	14666326	$ 45.00	90.7%	$ 4.18
5	Base Molding, with Adhesive, 48", Black, Each	5MFJ6	$ 6.03	0.0%	$ 6.03
6	Grade 934-AH Microfiber Filter, 4.7 CM, Pack of 100	0980442A	$ 34.96	85.0%	$ 5.24
7	Beaker Cup, Polystyrene, 50 ML, Case of 500	F80129110	$ 29.00	86.7%	$ 3.85
8	Clear Vial with Bevel Top, 20 MM, 20ML, Pack of 100	03250591	$ 91.62	32.2%	$ 62.16
9	Culture Tube, Disposable, 13 X 100 MM, 9 ML, Case of 1000	1496127	$ 112.65	58.4%	$ 46.91
10	Monitoring Thermometer, Each	06664269	$ 63.00	49.0%	$ 32.13
11	Wide Mouth Packer, HDPE, PC, 250 ML, Case of 24	05721133	$ 50.00	50.0%	$ 25.00
12	Base Molding Corner Clip, Black	F136800	$ 3.08	0.0%	$ 3.08
13	Petri Dish, Disposable, Stackable, 100 X 15 MM, Case of 500	F80875712	$ 269.90	85.0%	$ 40.49
14	Serological Pipets, Polystyrene, Sterile, Plugged, Disposable, Ind. Wrapped, 10 ML , Case of 200	07200619	$ 50.70	57.0%	$ 21.80
15	Pasteur Pipets, Glass, Disposable, Short Tip, 5-3/4", Case of 1000	22042816	$ 41.52	88.2%	$ 4.90
16	Evolution One Latex Gloves, MicroFlex, SM, Pack of 100	113945A	$ 66.96	94.0%	$ 4.02
17	Mag Butyl Seal, 20 MM, Pack of 100	200021MS	$ 36.72	0.0%	$ 36.72
18	Nitrile Exam Gloves, Powder Free, M, Pack of 100	19170010B	$ 23.94	85.0%	$ 3.59
19	Microtainer Tube with K2 EDTA, Lavender, Pack of 50	02166933	$ 56.72	50.1%	$ 28.29
20	A/E Microfiber Filter, 1 UM, 47 MM, DM, Pack of 100	AP4004700	$ 50.50	40.0%	$ 30.30
21	M-FC Broth with Rosolic Acid, Fecal Coliforms, 2 ML Plastic Ampule, Pack of 50	MHA00FCR2	$ 69.00	35.0%	$ 44.85
22	Broken Glass Disposable Carton, Floor, 12 x 12 x 27", Pack of 6	120097A	$ 128.30	87.1%	$ 16.53
23	Culture Tube, Glass, Disposable, 12 X 75MM, 5 ML, Case of 1000	1496126	$ 105.72	58.4%	$ 44.02
24	Serological Pipet, Sterile, Polystyrene, Plugged,Blue, Ind. Wrapped, 5 ML, Case of 200	072009	$ 135.10	47.0%	$ 71.60
25	BDH Buffer Reference Standard, PH7, Yellow, 4 L, Each	15511	$ 84.95	75.0%	$ 21.24
26	Evolution One Latex Gloves, MicroFlex, M, Pack of 100	113945B	$ 66.96	94.0%	$ 4.02
27	Boston Round Bottles, with Teflon Caps, Amber, I-CHEM Certified 200 Series, 1 L, Case of 12	02911833	$ 72.57	50.0%	$ 36.29
28	HDPE Cylinder Round Bottle, with Caps, 8 OZ, Case of 24	02911962	$ 259.73	76.3%	$ 61.57
29	Petri Dish, Polystyrene, Sterile, Plain, 50 X 9 MM, Pack of 100	PD2004750	$ 74.00	40.0%	$ 44.40
30	Centrifuge Tube, Conical Bottom, without Cap, Glass, 10 ML, Case of 125	0553843C	$ 133.30	58.0%	$ 55.99
31	Culture Tubes, Glass, Disposable, 20 X 150 MM, Case of 500	1496133	$ 185.50	58.4%	$ 77.24
32	Microfiber Filter, Binder Free, Grade 934-AH, Glass, 2.4 CM, Pack of 100	0980424A	$ 30.56	85.0%	$ 4.58
33	BDH Buffer Reference Standard, PH10, Blue, 4 L, Each	581154	$ 153.47	79.0%	$ 32.23
34	Culture Tubes, Glass, Disposable, with Screw Cap Finish, 16 X 125 MM, Case of 1000	149565A	$ 368.80	73.2%	$ 98.76
35	Phenolic Screw Caps with Rubber Liner, Cap Size 15-415, Case of 1000	1495782E	$ 202.36	64.4%	$ 72.01
36	AcroPrep Advance Plate with 1.2 µm Supor membrane, Pack of 10	8130	$ 103.59	0.0%	$ 103.59
37	Screw Caps, Blue, Size 9-425 Polypropylene, Pack of 100	03341617	$ 343.93	45.8%	$ 186.29
38	BD Trypticase Soy Agar, with 5% Sheep Blood, TSA II, Case of 100	R01202	$ 444.16	93.0%	$ 31.09
39	Petri Dish, Polystyrene, Sterile, Plain, 50 MM, Bulk Packaging, Pack of 500	AS4052	$ 153.20	85.0%	$ 22.98
40	Serological Pipet, Sterile, Polystyrene,With Ascending/Descending Graduations, Anti-Drip Tip, Orange, 10 ML, Case of 200	1367812E	$ 197.20	78.0%	$ 43.38
41	Culture Tubes, Glass, Disposable, 10 X 75MM, Case of 1000	1496125	$ 99.99	58.4%	$ 41.64
42	Syringe Filter with Polypropylene Housing, .45 UM, 25 MM, Case of 100	097190	$ 280.42	84.4%	$ 43.64
43	Petri Dish, Crystal Grade Polystyrene, Sterile, Plain, Corning, 100 X 15 MM, Case of 500	08757100D	$ 195.00	48.0%	$ 101.40
44	Eppendorf epTIPS Pipet Tips, 2 - 200 UL, 10 Trays of 96 Tips, Case of 960	05403111	$ 114.20	42.0%	$ 66.24
45	Weighing Paper, 4 X 4", Pack of 500	09898128	$ 41.00	90.5%	$ 3.90
46	Pasteur Pipets, Glass, Disposable, Long Tip, 9", Case of 1000	13678200	$ 185.46	88.2%	$ 21.90
47	RPR Syphilis Card Test Kits, 500 Test Kit, Each	WA60C3	$ 297.91	61.2%	$ 115.53
48	Seal for Vials, Crimp Cap, Aluminum, Gray PTFE/Black Butyl, 20 MM, Pack of 100	22021867	$ 86.96	45.8%	$ 47.10
49	Nitrile Exam Gloves, Powder Free, L, Pack of 100	19170010C	$ 23.94	85.0%	$ 3.59
50	BDH Buffer Reference Standard, PH 4, Red, 4 L, Each	RBU150104A	$ 66.07	59.0%	$ 27.09
51	Petri Dish, Crystal Grade Polystyrene, Stippable for Automation, Sterile, Plain, 100 X 15 MM, Case of 500	08757100D	$ 195.00	48.0%	$ 101.40
52	BDH Buffer Reference Standard, PH10, Blue, 500 ML, Each	58115500	$ 43.56	78.0%	$ 9.58
53	Dichloromethane, Narrow Mouth, Amber Bottle, 4 L, Each	AC610160040	$ 168.61	35.0%	$ 109.60
54	BDH Buffer Reference Standard, PH7, Yellow, YELLOW 500ML	155116	$ 25.06	74.0%	$ 6.52
55	Nitrile Exam Gloves, Powder Free, S, Pack of 100	19170010A	$ 23.94	85.0%	$ 3.59
56	Culture Tubes, Glass, Disposable, 16 X 150 MM, Case of 1000	1496131	$ 184.82	58.4%	$ 76.96
57	Graphite Sealing Ring, Pack of 2	21899	$ 26.00	0.0%	$ 26.00
58	Kimwipes Delicate Task Wipers, 11.4 X 21.3 CM, Pack of 280	06666A	$ 8.65	78.2%	$ 1.89
59	Nitrile Soft Exam Gloves, Powder Free, S, Pack of 100	19170010A	$ 23.94	85.0%	$ 3.59
60	Petri Dish, Polystyrene, Semi-Stackable, Disposable, Plain, 100 X 15 MM, Case of 500	F80875713	$ 270.40	85.0%	$ 40.56
61	Finntip Pipet Tips, 1 - 10 ML, Non Sterile, 100 per Bag, Pack of 100	02707454	$ 31.72	75.0%	$ 7.93
62	Nitrile Soft Exam Gloves, Powder Free, M, Pack of 100	19170010B	$ 23.94	85.0%	$ 3.59
63	Lauryl Tryptose Broth, 500 G, Each	R453662	$ 129.03	65.0%	$ 45.16
64	Analyslide, Petri Dish on a Slide, 47 MM, Pack of 100	PDMA04700	$ 80.00	40.0%	$ 48.00
65	Grade 934-AH Glass Microfiber, Binder Free, 11 CM, Pack of 100	09804110A	$ 116.66	82.0%	$ 21.00
66	Bleach, Clorox Ultra, 96 OZ, Each	04355150	$ 35.27	65.9%	$ 12.02
67	BD BBL™ Prepared Media Stacker™ Plates, Chocolate II Agar (GC II Agar, with Hemoglobin and BD IsoVitaleX™), Pack of 20	821169X	$ 34.25	70.3%	$ 10.17
68	Microfiber Filter, Binder Free, Grade 934-AH, Glass, 9 CM, Pack of 100	0980490C	$ 156.60	85.0%	$ 23.49
69	Bottle, HDPE, Wide Mouth, Round, 1 L, Case of 72	02912020	$ 181.30	76.3%	$ 42.98
70	Orion pH Electrode Cleaning and Storage Solutions 1 Pint, Each	13303160	$ 84.88	40.0%	$ 50.93
71	Dichloromethane with Amylene Preservative, 4 L, Each	AC406920040	$ 131.00	35.0%	$ 85.15
72	Culture Tubes, Glass, Disposable, 16 x 100 MM, 14 ML, Case of 1000	1496129	$ 153.72	58.4%	$ 64.01
73	BD BBL Prepared Media Stacker Plates, BD Trypticase Soy Agar, with 5% Sheep Blood (TSA II), Pack of 20	R01200	$ 43.11	93.0%	$ 3.02
74	ORION Total Ionic Strength Adjustment Buffer, TSAB II, 3.8 L, Each	581754	$ 244.38	74.0%	$ 63.54
75	Nalgene VERSI-DRY Lab Table Soakers, 20" x 300', Case of 2	1420665	$ 167.72	71.8%	$ 47.21

ATTACHMENT C – LABORATORY EQUIPMENT AND SUPPLIES BANDS

RFP16000231 Laboratory Equipment and Supplies

BAND 1 – FULL-LINE CATALOG

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

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

Disposable and Reusable

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

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

BAND 3 - GLOVES

Full product line of Disposable and Reusable gloves for laboratory use

Uses:

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

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

Materials:

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

Butyl (smooth and rough finish)
Chloroprene
Neoprene
Tricot
Nylon
Nitrile (including lines that are textured; aloe-coated; powder-free)
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)

ATTACHMENT E - OFFEROR QUESTIONS

RFP16000231 Laboratory Equipment and Supplies

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

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

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

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

Question	RFP Section	RFP Page	Question	Response
1				
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Question	RFP Section	RFP Page	Question	Response
23				

ATTACHMENT F - (E) REFERENCES

RFP16000231 Laboratory Equipment and Supplies

INSTRUCTIONS TO THE OFFEROR:

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

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

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

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

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

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

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

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

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

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

REFERENCE NAME (Company/Organization): _____

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

INSTRUCTIONS

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

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

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

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

   RFP Lead: Chelsea Cameron

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

   Fax: 208-327-7320

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

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

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

Section I. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

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

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

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

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

   Yes _____ No _____

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

   Approximate Annual Spend

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

Section II. RATING

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

Rating Scale

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

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

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

10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

Section III. GENERAL INFORMATION

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

   _____

   _____

   _____

   _____

Section IV. ACKNOWLEDGEMENT

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

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

ATTACHEMENT G: PUBLIC AGENCY CLAUSE

RFP16000231 Laboratory Equipment and Supplies

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

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

YES_____ NO_____

Name of Offeror:_____

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

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)