

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 10
 to
CONTRACT NO. 071B1300087
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
VWR International LLC	Andy Garrison	Andy_Garrison@vwr.com
Building One, Suite 200, PO Box 6660	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Radnor, PA 19087	248-326-8514	9190

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Varies by Agency		
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambigiagio	517-284-7016	sambigiagio@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Homeland Equipment Laboratory Products and Supplies - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/1/2010	8/31/2013	2 – one year	12/31/2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days		Various	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 months	3/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,569,000.00		\$0.00	\$12,569,000.00	

DESCRIPTION: Effective December 31, 2015, this contract is hereby extended three (3) months. The revised contract expiration date is March 31, 2016. The Vendor contact information has been changed to Andy Garrison. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B1300087
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
VWR International LLC Building One, Suite 200, PO Box 6660 Radnor, PA 19087	Andy Garrison	Andy_Garrison@vwr.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-326-8514	9190

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Varies by Agency		
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambigiagio	517-284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Homeland Equipment Laboratory Products and Supplies - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/1/2010	8/31/2013	2 – one year	9/30/2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days		Various	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 months	12/31/2015
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,569,000.00		\$0.00	\$12,569,000.00	

DESCRIPTION: Effective September 30, 2015, this contract is hereby extended three months. The revised contract expiration date is 12/31/2015. The Vendor contact information has been changed to Andy Garrison. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B1300087
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
VWR International, LLC Building One, Suite 200 P. O. Box 6660 Radnor, PA 19087	Michael Naughton	michael_naughton@vwr.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	847-612-2939	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	Various	Varies by Agency		
BUYER	DTMB	Melissa Sambigiagio	517-284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Homeland Equipment Laboratory Products and Supplies - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2013	2 – one year	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
45 Days	Destination, within Government Premises	Various	Various Locations
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	September 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$4,500,000.00		\$12,569,000.00		

Effective September 11, 2014, this Contract is utilizing the second option year and is INCREASED by \$4,500,000.00. The new Contract end date is September 30, 2015. Please note, the buyer has been changed to Melissa Sambigiagio. The Estimated Revised Aggregate Contract Value is corrected to \$12,569,000.00; Change Notice 6 had values in the Aggregate Value that were transposed. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval, and the approval of the State Administrative Board on September 11, 2014.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 20, 2013

CHANGE NOTICE NO. 071B1300087

to

CONTRACT NO. 7

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
VWR International, LLC Building One, Suite 200 P. O. Box 6660 Radnor, PA 19087	Michael Naughton	michael_naughton@vwr.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	847-612-2939	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Multi-State Supply and Homeland Equipment Laboratory Products – Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2013	2, 1 Year Options	September 30, 2013	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 30	Destination	Destination	Various Locations	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
None				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year	September 30, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$2,980,000.00		\$8,789,000.00		

Effective June 18, 2013, the first option year available on this Contract is hereby exercised. The new Contract end date is September 30, 2014. In addition, the Contract value is INCREASED by \$2,980,000.00. The new Contract value is \$8,789,000.00. All other terms, conditions, pricing, and specifications remain unchanged. Per agency request, vendor agreement (email from Jeff Rhoades dated May 8, 2013), approval from the State Administrative Board dated June 18, 2013, and agreement from DTMB-Procurement.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 9, 2013

CHANGE NOTICE NO. 071B1300087

to

CONTRACT NO. 6

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
VWR International, LLC Building One, Suite 200 P. O. Box 6660 Radnor, PA 19087	Michael Naughton	michael_naughton@vwr.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	847-612-2939	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Multi-State Supply and Homeland Equipment Laboratory Products – Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2013	2, 1 Year Options	September 30, 2013	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 30	Destination	Destination	Various Locations	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
None				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		September 30, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,144,000.00		\$5,809,000.00		
Effective April 3, 2013, this Contract is hereby INCREASED by \$1,144,000.00. Please note the vendor contact has changed to Michael Naughton, 847-612-2939, michael_naughton@vwr.com , and the buyer has changed to William C. Walsh. In addition, the vendor's address has changed to: VWR International, Inc. Building One, Suite 200 P. O. Box 6660 Radnor, PA 19087				

All other terms, conditions, specifications, and pricing remain the same.

Per agency request, vendor agreement, approval by the State Administrative Board on 4/2/2013, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 071B1300087

to

CONTRACT NO. 5

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
VWR International, LLC 1310 Goshen Parkway West Chester, PA 19380	Colin Wilcox	Colin_Wilcox@vwr.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(734) 274-1117	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Kristen Robel	517-373-7396	robelk@michigan.gov
BUYER	DTMB	Kristen Robel	517-373-7396	robelk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Multi-State Supply and Homeland Equipment Laboratory Products – Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	2, one year	September 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	Destination	Destination	Various Locations
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
None			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,945,000.00		\$3,945,000.00		
Effective September 14, 2012, this contract is hereby INCREASED by \$1,945,000.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on September 13, 2012.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET August 29, 2011
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B1300087
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR VWR International, LLC 1310 Goshen Parkway West Chester, PA 19380 Email: Colin_Wilcox@vwr.com	TELEPHONE: Colin Wilcox (734) 274-1117
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 Kristen Robel
Contract Compliance Inspector: Kristen Robel Multi-State Supply and Homeland Equipment Laboratory Products – Statewide	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">Destination</p>
F.O.B. <p style="text-align: center;">Destination</p>	SHIPPED FROM <p style="text-align: center;">Various Locations</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">None</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective August 29, 2011 the discount schedule for this Contract is hereby attached.

Please note: the following process is hereby in place for obtaining quotes and placing orders:

- 1) Quotes can be obtained by calling customer service (1-800-932-5000.) When calling, reference any of the established account numbers (per the attached listing) to obtain the contracted price.
- 2) If a customer has an existing account number, they can set up an online profile on the VWR website (<https://www.vwrsp.com/>). Profiles allow access to State of Michigan pricing and the ability to place new orders. Note that account numbers are limited to one bill-to address but allow for multiple shipping locations.
- 3) To create a new account number, contact Meg Mueller. She can be reached by email (Meg_Mueller@VWR.COM) or by phone (317-554-7152).

All other terms, conditions, specifications and pricing remain unchanged.

**Contract 071B1300087
Change Notice No. 4**

AUTHORITY/REASON:

Per VWR International, LLC and DTMB-Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 2,000,000.00

Contract 071B1300087
Change Notice No. 4
VWR International, LLC Account Numbers

Bill-To	Sell-To	Ship-To	Ship-To Name		Sell-To City
1035158	2070204	2074108	MI STATE POLICE	6296 DIXIE HWY	BRIDGEPORT
1035349	2070494	2070495	MI DEPT OF TRANSPORTATION	8885 RICKS RD	LANSING
1035400	2070562	2070563	MONROE COUNTY OF HLTH DPT	2353 S CUSTER RD	MONROE
1035452	2070636	2070638	OAKLAND COUNTY OF	1200 N TELEGRAPH RD DEPT 38E	PONTIAC
1035452	2070636	3801515	OAKLAND COUNTY SHERIFFS OFFICE	1151 CROOKS RD	PONTIAC
1035452	2070636	3801516	OAKLAND COUNTY SHERIFFS OFFICE	2300 DIXIE HWY STE 200	PONTIAC
1035452	2070636	3801517	OAKLAND COUNTY SHERIFFS OFFICE	250 ELIZABETH LAKE RD STE 1700	PONTIAC
1037068	2073425	2073426	JACKSON CITY OF	2995 LANSING AVE	JACKSON
1037068	2073425	2073427	JACKSON CITY OF	740 E MANSION ST	JACKSON
1037144	2073566	2073567	KENT COUNTY OF MI	700 FULLER AVE NE	LANSING
1037144	3075924	3075925	KENT COUNTY HEALTH DEPT	700 FULLER AVE NE	GRAND RAPIDS
1037195	2073638	2073639	LANSING BRD WATER LIGHT	1110 S PENNSYLVANIA AVE	LANSING
1037396	2073939	2073941	MDEQ RRD SUPERFUND	525 W ALLEGAN ST FL 3	LANSING
1037396	2074091	3164231	DNRE GSU	9870 STOLL RD	LANSING
1037396	2074099	2074101	MI DEPT OF ENV QUALITY	350 OTTAWA NW	LANSING
1037417	2074046	2267484	MI DEPT OF AGRICULTURE	940 VENTURE LN	EAST LANSING
1037417	2074048	2074049	MI DEPT OF AGRICULTURE	1615 S HARRISON RD	EAST LANSING
1037418	2074053	2074054	MI DEPT OF COMM HEALTH	927 TERMINAL DR	LANSING
1037418	2074053	2074056	MI DEPT OF COMM HEALTH	3350 N ML KING JR BLVD	LANSING
1037418	2074053	2074057	MI DEPT OF COMM HEALTH	927 TERMINAL DR	LANSING
1037418	2074053	2074058	MI DEPT COMM HEALTH	927 TERMINAL DR	LANSING
1037426	2074074	2074075	MI DEPT OF AGRICULTURE	525 W ALLEGAN ST FL 5	LANSING
1037426	2074074	3195887	MI DEPT OF AGRICULTURE	16860 M 32 E	LANSING
1037445	2074124	2074125	WASHTENAW COUNTY OF	555 TOWER STE 121	LANSING
1037445	2074126	2074127	MI DEPT OF HEALTH DEPT	27725 GREENFIELD RD	LANSING
1037445	2074128	2074130	DETROIT CITY OF DEPT OF HEALTH	1151 TAYLOR ST	LANSING
1037445	2074133	2074134	GENESEE COUNTY HEALTH DEPT	630 S SAGINAW ST	LANSING

Bill-To	Sell-To	Ship-To	Ship-To Name		Sell-To City
1037445	2074136	2074137	MI DEPT OF PUBLIC HEALTH	927 TERMINAL RD	LANSING
1037445	2074138	2074140	KALAMAZOO COUNTY OF HLTH	3299 GULL RD	LANSING
1037448	2074145	2074146	MI DEPT LABOR & ECONOMIC GRWTH	7707 RICKLE RD	LANSING
1037684	2074761	2074764	WALLED LAKE NOVI WWTP	46351 WEST RD	WATERFORD
1037684	2074761	2902057	OAKLAND COUNTY DRAIN COMM	649 WELCH RD	WATERFORD
1037687	2074768	2074775	OAKLAND COUNTY OF	1200 N TELEGRAPH RD	PONTIAC
1037687	2074768	3177160	OAKLAND COUNTY OF	1200 N TELEGRAPH RD	PONTIAC
1037862	2075063	2075064	PORT HURON CITY OF	100 MERCHANT ST	PORT HURON
1037862	2075063	2075065	PORT HURON CITY OF	1200 PINE GROVE AVE	PORT HURON
1038112	2075405	2270912	ST LAWRENCE HOSPITAL	1210 W SAGINAW ST	LANSING
1038112	2075405	2883050	SPARROW HOSPITAL	1215 E MICHIGAN AVE	LANSING
1038608	2076164	2076165	WYANDOTTE CITY OF	2555 VAN ALSTYNE ST	WYANDOTTE
1087507	2154467	2876359	MI DEPT OF COMM HEALTH	1402 E SHARON AVE STE 301	HOUGHTON
1163470	2272400	2074110	MI STATE POLICE	42145 W SEVEN MILE	NORTHVILLE
1163801	2273130	2074077	MI DEPT OF ENV QUALITY	815 FILLEY ST	LANSING
1164829	2274987	2274988	MI DEPT OF NATURAL RESOURCES	1990 US 41 S	MARQUETTE
1257681	2268893	2268894	MI STATE POLICE FORENSIC LAB	7320 N CANAL RD	LANSING
1259939	2916846	2916847	MI DEPT OF ENV QUALITY	815 TERMINAL RD	LANSING
1259939	2921267	2921269	MI DEPT OF ENV QUALITY	12558 MIEGS ST	LANSING
1290260	2917862	2074098	SOM	815 TERMINAL RD	LANSING
1290260	2917862	2939951	SOM	815 FILLEY ST	LANSING
1299655	2959694	2959695	MICHIGAN STATE POLICE	55195 HWY US 41	CALUMET
1320263	2606334	3194471	BENTON HARBOR CITY OF	601 RIDGEWAY ST	SAINT JOSEPH
1321188	2608884	2608885	MI DEPT OF ENVIRONMENTAL QLTY	350 OTTAWA AVE NW UNIT 10	GRAND RAPIDS
1322453	2611132	2611133	MI STATE POLICE	103 S JAMES ST	GRAYLING
1323915	2615579	2615580	LANSING BRD WATER LIGHT	1110 S PENNSYLVANIA AVE	LANSING
1335650	2993307	2993308	ST JOSEPH CITY OF WATER PLANT	1701 LIONS PARK DR	SAINT JOSEPH
1351909	2944675	2944676	KALAMAZOO COUNTY HSC LAB	3299 GULL RD	KALAMAZOO
1357144	3046497	3046498	MI STATE POLICE	G 4481 CORUNNA RD	FLINT
1363174	3072173	3072174	MI STATE POLICE	1924 INDUSTRIAL PKWY	MARQUETTE
1363562	3073389	3073390	MI GAMING CONTROL BOARD	525 W ALLEGAN ST	LANSING

Bill-To	Sell-To	Ship-To	Ship-To Name		Sell-To City
1363562	3073389	3168015	MI GAMING CONTROL BOARD	1650 EAST TEN MILE RD	LANSING
1363562	3073389	3168016	MI GAMING CONTROL BOARD	4290 MORRISH RD	LANSING
1363562	3073389	3168017	MI GAMING CONTROL BOARD	301 S CENTER ST	LANSING
1363562	3073389	3168018	MI GAMING CONTROL BOARD	500 N MISSION RD	LANSING
1369050	3068122	2070637	OAKLAND COUNTY OF	1200 N TELEGRAPH RD	PONTIAC
1385337	3077384	3077385	LAKE TOWNSHIP WATER SYS	8351 RED ARROW HWY	BRIDGMAN
1386559	3211747	3211748	INGHAM CO HEALTH DEPT	5303 S CEDAR ST	MASON
1386586	3211801	3211802	FAMILY PLANNING ALLEGAN COUNTY	3255 122ND AVE	ALLEGAN
1386926	3213244	3213245	MI DEPT OF	815 FILLEY ST	LANSING
1394398	3183997	3183998	MI STATE OF	2590 WILDER RD	BAY CITY
1396118	3193422	3193423	MI STATE POLICE EMHSTC	7426 OSBORN RD	LANSING
1400895	3238366	3238367	BENTON CHARTER TOWNSHIP HALL	1725 TERRITORIAL RD	BENTON HARBOR
1420298	3992602	3992603	MI STATE POLICE	300 JONES AVE	LANSING
1480906	3803714	2074135	SAGINAW COUNTY OF	1600 N MICHIGAN AVE RM 312	LANSING
1480906	3803714	3803715	SAGINAW COUNTY OF	1600 N MICHIGAN AVE STE 102	LANSING

Contract 071B1300087
Change Notice No. 4
Discount Schedule

Discount Schedule for NASPO RFP

Contract Pricing Coding	NASPO DISC %	Types of Products In PC Code, Not limited to:
PC0030	62.0%	VWR BRAND BOTTLE, CULTURE TUBES, JAR, PIPET, ICE PAN, MICROPIPET, VIAL, FUNNEL, TUBES
PC0040	37.5%	VWR BRAND FLASK, VIAL, CAP, FUNNEL, BEAKER, TUBE, BOTTLES, CYLINDER, DISH, JUG, CRUCIBLE
PC0050	20.0%	VWR CAP, COVERGLASS, DISTILLING FLASK, JAR, WORKSTATION, SUPPORT STAND, BOTTLES
PC0060	45.0%	BOTTLE, FLASK, COLUMN CHROM, ADAPTER VAC, GALSS JOINTS, JAR, TUBE, FUNNEL, VIAL, CONDENSER, CUBITAINER
PC0070	25.4%	FLASK, FUNNEL, ADAPTER, BOTTLE, TUBE, VIAL, CYLINDER, CONDENSER REFLUX, FLASK, PIPET, STOPPER
PC0080	7.0%	FLASK, TUBE, BOTTLE, VIAL, NMR TUBE, BEAKER GRIFFIN, VALVE SIZE, 5MM ULTRATHIN, VESSEL, PIPET, STOPCOCK SIZE
PC0090	10.0%	EXCLUSIVE: FILTER, VESSEL
PC0110	67.0%	VWR BRAND: TUBE, PLASTICS, PIPET TRANSFER, BOTTLE (HDPE, SAMPLE, WASH, PC), CONTAINER, PLATE PCR, BEAKER, FUNNEL, PETRI DISH, PCR (TUBE, PLATE), CYLINDER POLYPRO, PIPETTE, SLEEVE PTFE
PC0120	44.0%	VWR BRAND TUBE (MICRO, GRAD, MCRCNT, STRIP, SSPIN, W/CAP, CENT, 50ml), BOTTLE, BEAKER, CAP (INSERT, SILICONE), PLATE PCR, STOPPER PENNY, TEST TUBE, CARBOY LDPE, CASSETTE W, PIPET TRANS, FLASK, EVAPORATING DISH, RACK CRYO
PC0130	24.0%	VWR BRAND STOPPER, WASH BOTTLE, CARTRIDGE DESCNT, PIPET TRANS, PLATE, SCREW CAP
PC0140	48.0%	CAP, PIPET TRANSFER, BOTTLE, TUBE, CLOSURE, HISTO PLAS, CRYOELITE, PIPETTE GRAD, SCREW CAP, CASSETTE PROCES/EMBD, REDI-CAP FPE, JAR WIDE, TUBES MICROCENT
PC0150	29.3%	PLASCTIC BOTTLE (WASH, HDPE, WM, SQUARE..), CAP, FLASK ERLN, PLATE, TUBE CENT, JAR, VIAL, FUNNEL, CYLINDER GRADUATED, CLOSURE, BEAKER, CASSETTE, PIPET
PC0160	10.0%	PLATE, TUBE CENT, TEST TUBES, CAP KIM-KAP, BOTTLE ROLLER, VIAL, TUBES CULT, FLASK ERLNMEYER, FUNNEL, CRYOTUBE, CLOSURE DISP, DISH, CRYOVIAL CLOS, SLIDE CHAMBER
PC0170	12.0%	EXCLUSIVE PLATE, TUBE, CAP, PCR (PLATE, TUBE, STRP), TEST TUBE, MICROTUBE, STRIP PLATE, CRYO VIAL, PETRI DISH, AXYSAYER CAP, PIPETTE SERO, FLASK, CONTAINER, LID,
PC0190	32.5%	VWR BRAND GEL BOX, CASTING SYSTEM, DNA MW, RULER GEL, VERTREL PROTEIN
PC0200	15.0%	VWR BRAND UV TRANSILLUMIN, UV- HANDLAMP, WHITE DUAL, CASTING SET, ALDEHYDES, DUAL UV, MINI BLOT, MINI ELECTROPHORESIS
PC0210	40.0%	MEDIA LIQUID, TSA, RPMI, LIFTERS LIP COVER, WATER CELL, DMEM/HIGH GLUCOSE
PC0220	21.0%	ANTIBODY, BIOTINYLATED CYCLIN, AGAR, PRECAST GEL, MEDIA MEM, PEPTIDE, AUTOPHAGY APG7L, RECOMBINANT (MOUSE, RAT), PREPGEM STOR, BHI, PHENOL
PC0230	5.0%	INHIBITOR G-SECRETASE, RABBIT ANTI, AGAR, SIRNA SET, DYLIGHT, PROTEIN KINASE, SALMONELLA H, CLONESMART (LCAMP, HCKAN, HCAMP), PLATE TWINTEC, DNA, SODIUM PHOSPHATE, YEAST EXTRACT
PC0240	10.0%	LB AGAR, IGG, S. AUREUS, KIT TOTAL, CM GLUC, BIOTIN, DYLIGHT, SODIUM CHLORIDE, C. ALBICANS, HUMAN CDNA, MOUSE IGG, PROTEIN, RAT CDNA, RABBIT-A-SHEEP IGG,
PC0260	62.0%	VWR BRAND TIP, TUBING, TAPE LAB, THERMOMETER, PIPET TIP, LABEL DOT
PC0270	39.0%	VWR BRAND TIP, THERMOMETER, LABEL CRYO, PIPETTE, RACK TUBE, TUBING, TAPE, BURET AUTO, BASIN PS
PC0280	19.0%	VWR BRAND DISPENSER, TAPE, LABEL, PIPET TIPS, TIP, TUBE, TUBING, SOLVENT, RACK, RESERVOIR
PC0290	46.0%	TUBING, TIP, PIPET, TUBE, REF TIP, CAP STRIP, PIPETTE, FIN PIPTIP
PC0300	25.0%	TIPS, TUBING, PIPET TIP, PIPETTE BASIC, TUBE, PIPETTOR, FINNTIP, TRANSFERPETTE, DISPENSER, UL FIXED, BURET ONLY, ART TIP

Discount Schedule for NASPO RFP

Contract Pricing Coding	NASPO DISC %	Types of Products In PC Code, Not limited to:
PC0310	6.2%	PIPETTE, TIP, DISPENSER (TIPS, PUMP, BOTTLE), SYRINGE, PIPET TIP, TUBING, PIPETTOR, OPTIFIX ADAPTER, DISPENSETTE, RESEARCH 8, THREAD
PC0320	15.0%	EXCLUSIVE TIP, PIPET TIPS, TUBING SILICON, TBG RNFRC, PIPETTOR MANUAL, SIL, TIPSTATION, TUBE
PC0340	62.5%	VWR BRAND CONTAINER, CUBITAINER, HYDROCHLORIC ACID, HYDROGEN PEROXIDE, IODINE MONOCHLORIDE, SILVER NITRATE, SULFURIC ACID
PC0350	39.0%	VWR BRAND CONDUCTIVITY STANDARD, HYDROGEN PEROXIDE, SOLUTION, SODIUM BORATE, BUFFER
PC0360	21.5%	VWR BRAND CONDUCTIVITY STANDARD, BASE BOTTLE, ETHANOL
PC0370	52.5%	SODIUM HYDROXIDE, FORMALIN, ACETONE, ETHANOL, CYTOSEAL XYLENE, HYDROCHLORIC ACID, SULFURIC ACID, MULTICOMPONENT MIXTURE, ACETIC ACID, SILVER NITRATE, CARBON MONOXIDE, BUFFER, WINDEX, NITRIC ACID, SODIUM CHLORIDE, POTASSIUM HYDROXIDE
PC0380	28.7%	SODIUM HYDROXIDE, HYDROCHLORIC ACID, SULFURIC ACID, ACETIC ACID, CITRIC ACID, SODIUM PHOSPHATE, BUFFER, SODIUM CHLORIDE, PHOSPHORIC ACID, POTASSIUM HYDROXIDE, ETHYL ACETATE, ISOPROPYL ALCOHOL
PC0390	12.5%	TEST KIT, SODIUM CHLORIDE, SODIUM HYDROXIDE, SULFURIC ACID, ANALYZER PTB, HYDROCHLORIC ACID, PHOSPHORIC ACID, STANDARD VISCOSITY, POLYETHYLENE GLYCOL, POTASSIUM HYDROXIDE, ACETIC ACID
PC0400	2.0%	EXCLUSIVE ALUM OXID, STNLESS STL, AL23 SLD, AL24 TUBE, ACTC ACID, GLD WIRE, ALUM FL, LEAD (II), AL23 INSLATNG, SLVR WIRE
PC0420	58.0%	VWR BRAND COVERALL, LABCOAT, FROCK, APRON, BOOTCOVERS, MASK ALPHAIR
PC0430	35.5%	VWR BRAND COVERALL, LABCOAT, FROCK, FIRST AID, APRON, BOUFFNT, CARRIER/DISPENSER ACID/SOLV, EARPLUGS, EYEWASH STATION, GOGGLES DIRECT, GOWN, RESPIRATOR N95, SHARPS CNTNR, SLEEVE
PC0440	18.5%	VWR BRAND SIGN, FIRST AID, MASK MVT, MAT HAZ, SIGNAL, STRIPE
PC0450	43.0%	COVERALL, SIGN, GLOVE, LABCOAT, APRON, GLASSES, VERSAPRO LRG, FLASHLIGHT, EXTREMEPRO, SAFETY VEST, COAT POLY
PC0460	22.0%	GLASSES, EYEWEAR SAFETY, LENS REPL, GLOVE, MAT ERGOMAT, BOOT, RESPIRATOR, UVEX GENESIS, ANTISTAT ANTIFATIGUE, COVERALL, LABCOAT UNISEX, DRUM PUMP
PC0470	6.3%	GAS DETECTOR, FILTRATION, POLYDRM OH, SAFETY GLASSES, SAFETY FRAME, DRUM POLY, PIG MAT, SPILL KIT, SENSOR HYDROGEN, LENS OPTILITE, MONITOR
PC0480	10.0%	EXCLUSIVE : SIGN, PIPEMARKER PRECOILED, STENCIL LETTER, TAPE REFLECTIVE, LETTER CARD, PLACARD, TAG, CONTAINER LABEL, PANTS BSC, LABEL SHIPPING, COVERALL,
PC0500	58.0%	VWR BRAND MAT, ADHESIVE MAT, COVERALL, GLOVES (NTRL, LTX), LABCOAT, FROCK, WIPES, APRON, BEARD COVER, BOOTCOVER, BOUFFANT CAP, CLEANROOM MOP
PC0510	38.0%	VWR BRAND TAPE (VINYL, POLY, WFRBX, GN, HITCK), TUBING PVC, GLOVE, ELBOW TH, ELBOW BARBED, ADAPTER, REDUCER BRB, SWAB, NOTEBOOK, MASK, COVERALL, MAT
PC0520	16.3%	VWR BRAND BAGS, LINER, ZT SLIDER, GLOVE LATEX, SCRUB SHIRT, MOP FLAT, SCRUB PANT, HIDDEN LINER, CHECK VALVE, NOTEBOOK CLEANROOM
PC0530	46.0%	GLOVES (NITRILE, LATEX), BAG (FEP, ACLAR), WIPER DURX, CHR, COVERALL, GOWN, SHELF SOLID, LABCOAT UNISEX, TWEEZER, CHAIR ESD, MAT COMFORT, ELBOW KYNAR
PC0540	26.0%	GLOVE, MAT, COVERALL STRL, TAPE CR, MOP HEAD, WIPE PRESAT, WIPER KNIT, FROCK, SWAB FOAM, TWEEZER, SOLDERINGTIP WELLER, PROWICK A/S
PC0550	6.4%	TAPE, SOLDERING TIP, NEEDLE, CUTTER, TWEEZER (WAFER, TIP), BAG EVA, DISPENSER PETG, GLOVES (NITRI-KNIT, BUTYL, SURGICAL), WORK-STATN TL, COUPLING INSERT, BRUSH BOTTLE
PC0560	10.0%	EXCELTA SWTX, APRON, TWEEZER STANDARD, PLIER INS/EXT, CUTTER RELIEVED, PRECISTA IT, GLOVE LEATHER, PROBE CUP, SKLAR KLEEN, PRE, STRIP SHLD, SHEAR CUTTER
PC0580	51.0%	VWR BRAND BURNER (BUNSEN, TIRRILL, MEKER), MICROSCOPE

Discount Schedule for NASPO RFP

Contract Pricing Coding	NASPO DISC %	Types of Products In PC Code, Not limited to:
PC0590	33.0%	VWR BRAND SYMPHONY COND, OBJECTIVE (LWD, INF), REFRIGERATOR, FREEZER, OVEN, BLOCK MODULE, GLOVE CRYOGENIC, INCUBATOR, STIRRER, MICROSCOPE
PC0600	19.0%	VWR BRAND CIRCULATOR, WATER BATH, PLATFORM DEDIC, SHAKER MODEL, RACK, BLOCK HEATER, OVEN, RECIRC CHILLER, INCUBATOR
PC0610	39.0%	LAMP, SUPPORT RING, REFRIGERATOR, CAL-PAK, CLAMP, SUPPORT ROD, CORK BORERS
PC0620	23.0%	TUNG-HALO, WEIGHT SET, LAMP, FREEZER, SIEVE, STIRRER BEARING, BALANCE, ELECTRODE PH, FLOWMTR, PUMP, VACUUM PUMP, BENCH SCALE, SCALE
PC0630	11.5%	ROTAVAPOR, ADAPTER, ELECTRODE ROSS, HEATING TAPE, HEATING MAT, VACUUM PUMP, GRINDING (BOWL, BALL), PH METER, PH ELECTRODE, CONDENSER, EVAPORATING FLASK, WATER BATH
PC0640	10.0%	EXCLUSIVE :COMB, GEL WRAP, GEL TRIS-GLYCINE, REFRACTOMETER POCKET, WEIGHT, LAMP, ADAPTER, TBE, KIT TEST, ELECTRODE, BALANCE, SPACER SET, UREA GEL, INOLAB,
PC0660	34.0%	VWR BRAND VIALS, SEAL, CLOSURE
PC0670	15.5%	VWR BRAND CLOSURE, VIALS, SAMPLE PACK
PC0680	40.5%	FILTER DISC, SEPTA, VIALS (CHROM, GLASS, SCREW, W/CAP), GC COLUMN, LICHROSPHER, CAP
PC0690	21.5%	COLUMNS, VIAL KIT, VIALS, TUBING, COLUMN MICROPAC, SYRINGE, SEAL, PLATE, PLUNGER, NEEDLE, FERRULE
PC0700	6.5%	COLUMN, KIT, CARTRIDGE, ASM, SEAL, CAP, GUARD, ECLIPSE PLUS, VIAL, TUBING
PC0710	10.0%	COLUMN, KIT, OPTIMIX, CAPS, PLATE, CARTRIDGE, BULK, VIALS, HPS, EPP, TUBE
PC0730	68.5%	VWR BRAND STOPPER RUBBER, COVERGLASS, FILTER PAPER, BAG, CORKS, CONNECTOR (T,Y,L), RACK, SLIDE MAILER, SLIDEXBOX, CAP, HYDROMETER SP, THERMOMETER, STIR
PC0740	42.5%	VWR BRAND THERMOMETER ASTM, SIEVE, HYDROMETER SP, RACK, BAG BIO, SPATULA PVC, FORCEPS SRT, CRUCIBLE COVER, CRUCIBLE NICKEL REGULATOR HP, SLIDE INKJET, CLAMP
PC0750	20.5%	VWR BRAND THERMOMETER DIAL, COMB, TONGS CRUC, BAG BIO, PROBE, CLAMP, NOTEBOOK GRID, NOTEBOOK LATEX, TIMER, PLATE GL
PC0760	48.5%	FILTER, SIEVE, BRUSH FLASK, O-RING VITON, BAG ZIPLOCK, CLAMP SNAPP, SPATULA MICRO, FORCEPS, PLAC MIC, SLIDE COLORFRST, RACK FREEZER, SCISSORS, LABEL TT
PC0770	29.5%	FILTER, GASKET, RACK TEST, RACK ACETAL, COUPLER, TEST PAPER, TAPE CR, LABEL, BAG WHIRLPAK, SYRINGE FILTER, SHELF TRIPLE, STOPPER VERSILIC, BRUSH VAT,
PC0780	13.0%	FILTER PAPER, BAG STATIC, BAG ECO, SYRINGE SAFETY, GASKET, MEMBRANE TURBO, CARTRIDGE FILTER, BASKET SHAFT, TAPE CR, RACK CRYOGENIC, X-RAY FILM, NEEDLE DISP.
PC0790	10.0%	EXCLUSIVE : FILTER, SCISSOR, SCREWDR, TIP SOLDER, FORCEP STRL, BLADE SCD, PLIER, NUTDRIVER HOLLOW, FLTR CN, NEEDLEHOLDER, WRENCH, TOOL SET
PC0810	50.5%	VWR BRAND BIO BAG, CONTAINER, HISTOLOGY XYLENE, ISOPROPYL ALCOHOL, REAGENT ALCOHOL
PC0820	31.0%	VWR BRAND MESH BIOPSY, CONTAINER SYSTEM, PREM BIOPSY, SHARPS CONT, EMBED CASSETTE, PREMIUM CASSETTE
PC0830	14.5%	VWR BRAND BASE MOLD, BUFFER, REAGENT, EMBED CASSETTE, HEMATOXYLIN, MICROTOME
PC0840	38.5%	SYRINGE, HYPO NEEDLE, TISSUE CASSETTE, IV CATH, CONTAINER SHARPS, BCS, TUBE
PC0850	16.5%	CAGE BODY, SYRINGE GLASS, CONTROL SLIDE, HYPO NEEDLE, TUBE, CAGE LID, CASSETTE, SBC SET, SYR A/S, MAGNIFYING LPE, FILTER SAMPLER, RAISED FLOOR
PC0860	6.5%	SHARPS COLL, SUTURE, BD ECLIPSE, CLARITY DOA, SYRINGE NEEDLE, SWAB FLOCKED, SLIDES, SYRINGE INSULIN, CLARITY URINE, CLARITY HCG
PC0870	10.0%	EXTENSION SET, AUTOMIX, BLOOD (BAG, SOLUTION, WARMING), CONTAINER, CUP, DRUG RESERVOIR, EVACUATED CONTAINER, INTERLINK, STOPCOCK, TRANSFER SET
PC0890	40.7%	VWR BRAND SHELF STARTER, SHELF ADD-ON, CART, SHELF WIRE

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 16, 2011

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1300087
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR VWR International, LLC 1310 Goshen Parkway West Chester, PA 19380 Email: Colin_Wilcox@vwr.com	TELEPHONE: Colin Wilcox (734) 274-1117
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 Kristen Robel
Contract Compliance Inspector: Kristen Robel Multi-State Supply and Homeland Equipment Laboratory Products – Statewide	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013	
TERMS Net 30	SHIPMENT Destination
F.O.B. Destination	SHIPPED FROM Various Locations
MINIMUM DELIVERY REQUIREMENTS None	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, the buyer and the Contract Compliance Inspector for this contract are both hereby CHANGED to:

Kristen Robel
Ph: 517 373-7396
Fax: 517 335-0046
Email: RobelK@michigan.gov

AUTHORITY/REASON:

Per DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 19, 2010
 PROCUREMENT & REAL ESTATE SERVICES ADMINISTRATION
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1300087
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR VWR International, LLC 1310 Goshen Parkway West Chester, PA 19380 Email: Colin_Wilcox@vwr.com	TELEPHONE: Colin Wilcox (734) 274-1117
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 Irene Pena, Buyer Specialist
Contract Compliance Inspector: Irene Pena Multi-State Supply and Homeland Equipment Laboratory Products – Statewide	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">Destination</p>
F.O.B. <p style="text-align: center;">Destination</p>	SHIPPED FROM <p style="text-align: center;">Various Locations</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">None</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately the following change to terms and conditions is hereby incorporated into this contract:

Section 2.121 Liability Insurance. third paragraph, the sentence “all insurance coverage provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurance) carried by the State” is hereby DELETED and not a part of this contract.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET October 15, 2010
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1300087
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR VWR International, LLC 1310 Goshen Parkway West Chester, PA 19380 Email: Colin_Wilcox@vwr.com	TELEPHONE: Colin Wilcox (734) 274-1117
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 Irene Pena, Buyer Specialist
Contract Compliance Inspector: Irene Pena Multi-State Supply and Homeland Equipment Laboratory Products – Statewide	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">Destination</p>
F.O.B. <p style="text-align: center;">Destination</p>	SHIPPED FROM <p style="text-align: center;">Various Locations</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">None</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Please note the correct term of the contract is for a period of three (3) years beginning October 1, 2010 through September 30, 2013 with two one (1) year renewal options.

AUTHORITY/REASON:

Per DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET October 15, 2010
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
 OF
 CONTRACT NO. 071B1300087
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR VWR International, LLC 1310 Goshen Parkway West Chester, PA 19380 Email: Colin_Wilcox@vwr.com		TELEPHONE: Colin Wilcox (734) 274-1117
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1647 Irene Pena, Buyer Specialist
Contract Compliance Inspector: Irene Pena Multi-State Supply and Homeland Equipment Laboratory Products – Statewide		
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013		
TERMS Net 30	SHIPMENT Destination	
F.O.B. Destination	SHIPPED FROM Various Locations	
MINIMUM DELIVERY REQUIREMENTS None		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of National Alliance of State Purchasing Offices (NASPO) Contract SBPO1337 lead by the State of Idaho. This Contract is between the State of Michigan and VWR International. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State of Michigan, and those indicated by the vendor, those of the State take precedence,

Estimated Contract Value: **\$2,000,000.00**



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of 3 years beginning 9/1/10 through 08/31/13. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional 1-year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

- (a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.
- (b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the National Association of State Procurement Organizations (NASPO) (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, Buyer Specialist
 Purchasing Operations
 Department of Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
 Email: Penail@michigan.gov
 Phone: (517) 241-1647

2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:



Irene Pena, Buyer Specialist
Purchasing Operations
530 W. Allegan St.
Lansing, MI 48911
Penail@michigan.gov
(517) 241-1647

2.023 Project Manager

The following individual will oversee the project:

Irene Pena, Buyer Specialist

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



State:
State of Michigan
Purchasing Operations
Attention: Irene Pena, Buyer Specialist
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
VWR Scientific
3745 Bayshore Blvd.
Ste. D
Brisbane, CA 94005
Steve Villines
(559) 430-5684

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.



2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.



2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).



2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.



(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impede Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor



2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State



Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Technology, Management and Budget (DTMB) immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the DTMB documentation showing PCI Data Security certification has been achieved. The Contractor will advise the DTMB of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.



2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.



2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties



2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates



or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one year commencing upon the first day following Final Acceptance.

Within three (3) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.



The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:



- 1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to



its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.



2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor



agrees to assume control of the defense and settlement of that claim (a “Notice of Election”). After notifying Contractor of a claim and before the State receiving Contractor’s Notice of Election, the State is entitled to defend against the claim, at the Contractor’s expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor’s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State’s receipt of Contractor’s information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor’s financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer’s attorney represents the State under this Section, the insurer’s attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys’ fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all



Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil



Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities



2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor will notify all of Contractor's Subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered



to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.



(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its Subcontractors, their Subcontractors, and all persons involved with the performance of this Contract in privity of



contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or Subcontractors and persons in privity of contract with them.

The Contractor, its Subcontractors, their Subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each



Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

- (b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
 - (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
 - (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB PurchOps.
 - (2) Contractor must also notify DMB PurchOps within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify DMB PurchOps within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance- Reserved

2.242 Service Level Agreements (SLAs)- Reserved

2.243 Liquidated Damages- Reserved

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables- Reserved

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.



- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.



(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.



2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State- Reserved

2.262 Vesting of Rights- Reserved

2.263 Rights in Data- Reserved

2.264 Ownership of Materials- Reserved

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state



contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The contract vendor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT IS MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/mideal under MiDEAL.

State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals 1.25% of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

Contractor must forward the check to the following address:

*Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909*

Please make check payable to: State of Michigan

2.282 State Employee Purchases- Reserved

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are



to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.



Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.301 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



RFP – Laboratory Equipment and Supplies

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**State of Idaho
Request for Proposals
RFP02268**

For

LABORATORY EQUIPMENT AND SUPPLIES

For use by all Participating NASPO states



1 GENERAL INFORMATION

1.1. PURPOSE

The state of Idaho (the "State") is requesting proposals from qualified vendors to supply a full catalog of laboratory equipment and supplies to State agencies, as well as to all participating National Association of State Procurement Officials (NASPO) members, on an as-requested basis, at various locations throughout the geographic regions of all participating NASPO members. In addition to the nationwide full line catalog contract, the State is also requesting proposals from vendors for several identified bands of laboratory equipment and supplies, which may result in nationwide participation or which may be limited to defined geographic regions for each identified band, as NASPO determines to be in the participating members' best interest. The resulting contract(s) will be permissive use price agreements for NASPO participating states, for use in the participating states as provided in each state's Participating Addendum (See §1.2.5, below). The resulting contract (to the extent that it serves Idaho) will be considered an "open contract" for state of Idaho agencies, subject to the requirements of I.C. 67-5717(9).

[VWR acknowledges the above statements.](#)

1.2. BACKGROUND

1.2.1 There are currently two multi-state cooperative contracts for use by the various states and political subdivisions, for laboratory equipment and supplies. These cooperative contracts are currently set to expire on June 30, 2010. One contract is a Western States Contracting Alliance (WSCA) cooperative contract, with Idaho as the administrator; the other is a NASPO contract, with Arkansas as the administrator. A number of states (as well as a multitude of political subdivisions) regularly purchase off of one or both of these contracts. The current annual spend for the current NASPO and WSCA contracts is approximately \$20M. Historical annual usage data is attached as Attachment 1.

[VWR acknowledges the above statements.](#)

1.2.2 The NASPO directors determined that the cooperative purchasing needs of the states would best be served by implementing a laboratory equipment and supplies contract through NASPO; rather than continuing with both a WSCA and a NASPO contract.

[VWR acknowledges the above statement.](#)

1.2.3 This procurement may result in multiple awards, in which case "Contract" and "Contractor," as used throughout this RFP, should be read in the plural, as appropriate for the context.

[VWR acknowledges the above statement.](#)

1.2.4 The resulting contract will be awarded for the use of all NASPO states. States that currently intend to participate are: Alaska, Arkansas, Colorado, Georgia, Hawaii, Idaho, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Montana, Nevada, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota and Vermont.

[VWR acknowledges the above statement.](#)

1.2.5 States not listed in §1.2.4, above, may determine to participate at any time, by executing a Participating Addendum with the Contractor. Public agencies (political subdivisions and other authorized entities) within each state may also participate, with the authorization of their home state and approval of the Contractor.

[VWR acknowledges the above statements.](#)



1.3. SCHEDULE OF EVENTS

1.3.1	Proposers Conference		May 4, 2010
1.3.2	Questions Due		May 7, 2010
1.3.3	Closing Date	Per Addendum#1:	June 2, 2010 May 28, 2010

VWR acknowledges the above schedule.

1.4. PROPOSERS CONFERENCE

A non-mandatory Proposers Conference is scheduled for 1 p.m. on May 4, 2010, in Boise, Idaho. Vendors may obtain detailed information on the location of the Conference; and may arrange to participate by phone, by requesting instructions from Sarah Hilderbrand (contact information provided in §1.5, below) at least 5 calendar days prior to the scheduled Conference. Questions regarding the substantive portions of the RFP will be received at the Proposers Conference. Answers will be provided during the Conference, if available. All written questions presented at the Proposer’s Conference, along with those submitted prior to the deadline for receipt of questions, will be answered in the form of an Amendment to the RFP, which will be posted to the State’s eProcurement System, IPRO (<http://ipro.sicomm.net/IPRO>).

VWR acknowledges the above statements.

1.5. QUESTIONS, CORRESPONDENCE AND CONTRACT ADMINISTRATION

The State of Idaho Division of Purchasing is the issuing state for this procurement and has been designated as the lead and administrative state for contract administration.

All correspondence related to this RFP will be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It will be the responsibility of the Proposer 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.

This solicitation is issued by the Division of Purchasing via IPRO. The Division of Purchasing is the only contact for this solicitation. **Written questions must be submitted via mail, e-mail or fax to:**

Sarah Hilderbrand, Purchasing Officer/State of Idaho, Division of Purchasing
 P.O. Box 83720, Boise, ID 83720
 E-mail: sarah.hilderbrand@adm.idaho.gov OR Fax: 208.327.7320

The deadline for receipt of questions is provided in §1.3, above. To be considered, questions must be received by 11:59 p.m. Mountain Standard Time, on that date. Answers to Vendor Questions will be posted at IPRO in the form of an Amendment to the RFP.

In the event that the state of Idaho is unable to fulfill the duty of contract administration, the Arkansas Office of State Procurement will assume the duties of Contract Lead and Administration. The state of Idaho will provide written notice to Contractor of any change in contract lead/administration.

VWR acknowledges the above statements.



1.6. CONTRACT TERM

The resulting contract will be effective for a 3 year period after date of award, with the option to renew for up to 2 additional periods of 1 year each.

VWR acknowledges the above statement.

1.7. INCORPORATION OF TERMS AND CONDITIONS

The laws of the state of Idaho shall govern this procurement and resulting contract.

The state of Idaho's current **Solicitation Instructions to Vendors and Standard Contract Terms and Conditions** are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. They are located on the Internet at <http://adm.idaho.gov/purchasing/purpubs.htm>. If you do not have access to the Internet, you may contact the Division of Purchasing at 208-327-7465 to obtain a copy of these documents.

The NASPO Standard Terms and Conditions are attached as **Attachment 2**, and incorporated by this reference. In the event of any inconsistencies, the State's terms and conditions will take precedence.

Each participating state may have unique terms and conditions, which will be incorporated in Participating Addendums for each respective state. Terms and Conditions applicable to a Participating Addendum apply only to purchases by that state and its ordering entities. **If you have questions regarding the Terms and Conditions or other requirements of this RFP you must address these during the Question and Answer period.**

VWR accepts the State of Idaho terms and conditions.

VWR accepts the NASPO terms and conditions with the exceptions noted on Attachment 2 under "Warranty".

1.8. PUBLIC AGENCY CLAUSE, NASPO and NON PROFIT ORGANIZATIONS

Vendor(s) awarded the full line catalog must accept orders from and extend contract prices to all members of NASPO; however, vendors (for bands other than the full line catalog) which limit their proposal to an identified region will only be required to service the region awarded for the band. Public agencies within a member state must obtain authorization from their home state in order to participate. For the state of Idaho, "Public Agency" means any city or political subdivision of this State, including, but not limited to counties; school districts; public universities and community colleges; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each Proposer must indicate its express agreement to this clause on Attachment 3, which must be completed and returned with the Proposer's Technical Proposal Response. Failure to do so will result in a finding that the proposal is non-responsive, and it will receive no further consideration.

In addition to allowing participation by public agencies, several NASPO states allow nonprofit corporations/organizations, which meet that states' particular requirements (e.g. membership in a purchasing cooperative) to purchase off of cooperative contracts executed by that state.

Indicate on Attachment 3, whether you agree to sell the goods on the resulting contract to nonprofit organizations within states which allow for such participation.

VWR acknowledges the above statements.

1.9. DEFINITIONS

"Lead State" is the State of Idaho.



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"NASPO" Means the **National Association of State Procurement Officials**, which 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 is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information and cooperate to attain greater efficiency and economy.

"NASPO Initial States" are states that have indicated their intent to participate at the time of RFP release.

"Ordering Entity" a state which has executed a Participating Addendum or other public agency authorized to place orders against the resulting contract.

"WSCA" Means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, special districts, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

[VWR acknowledges the above statements.](#)



2. SPECIFICATIONS AND REQUIREMENTS

2.1. ESTIMATES OF USE

The quantities listed in **Attachment 1** are based on the historical dollar value of both the current WSCA and NASPO 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. 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 estimates that the annual spend for all states indicating an Intent to Participate could approximate \$49M annually; however NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.

VWR acknowledges the above statements.

2.2. CUSTOMER SERVICE REPRESENTATIVES

Proposers must designate a Contract Manager, as specified in §4.5, below; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.

VWR acknowledges the above statements and have included the information in §4.5 as requested.

2.3. SILENCE OF SPECIFICATIONS

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

VWR acknowledges the above statement.

2.4. 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:

- 2.4.1 Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.;
- 2.4.2 Provide List Price, Discount information and Contract Pricing;
- 2.4.3 Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information;
- 2.4.4 Provide tracking/status information after an order is submitted;
- 2.4.5 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.
- 2.4.6 Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips;



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- 2.4.7 Provide contact information for ordering, billing, credit, service and other complaints/issues;
- 2.4.8 Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one;

VWR acknowledges the above statements and has included our responses to each of these requirements in §4.5 as requested.

2.5. ADMINISTRATIVE FEE

ADMINISTRATIVE FEE: The Contract prices proposed by Contractor and paid by Participating Entities shall include a contract usage administrative fee of one-half of one percent (0.5%). The percentage shall represent NASPO's contract usage administrative fee. No less than quarterly, the Contractor shall remit an amount equal to 0.5% of the Contractor's net (sales minus credits) quarterly Contract purchases to:

See Attachment 4 for NASPO reporting requirements

This Administrative Fee will be accompanied by the corresponding quarterly report for all sales in the format provided in Attachment 5.

The NASPO Policy Board of Directors and the NASPO Cooperative Purchasing Committee approved the Administrative Fee. The NASPO Administrative Fee is not negotiable.

Failure to properly remit the Administrative Fee, in accordance with the terms and conditions of the Contract, may be considered an event of default, and be cause for termination.

In each Participating Addendum, participating states may add language establishing dollar requirements, require permissive or mandatory use of the Contract for their respective state, or other criteria required by each State, depending on their statutes, policies and procedures, or as mandated by each State Purchasing/Procurement Director as outlined in their individual Participating Addendum. Each state may also negotiate with the contractor to establish an additional administrative fee back to that particular state, for purchases made by Ordering Entities within that state. The negotiation of any additional administrative fees as well as any other state-specific terms and conditions, will be solely up to each state and the Contractor, and must be memorialized in that state's Participating Addendum.

A 1.25% Administrative Fee will apply to all purchases made under the resulting contract by state of Idaho Agencies. On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly Contract sales. Administrative Fee payments to the state of Idaho are due no later than 30 days after the end of the quarter. Contractor shall furnish reports of purchases made under the Contract with each required Administrative Fee payment (no later than 30 days after the end of each quarterly period).

State of Idaho Reporting Time Line: 1st Quarter	July 1- Sept 30
2nd Quarter	Oct 1 – Dec 31
3rd Quarter	Jan 1 – Mar 31
4th Quarter	Apr 1 – Jun 30



The reports shall be in the same format as designated in Attachment 5.

VWR acknowledges the above statements with regard to the Administrative Fees and Reporting requirements.

2.6. 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.

For orders totaling less than \$50 per order, or Proposer's stated Minimum Order Quantity (See #), whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement. Ordering Entities requesting special handling (Fed Ex, UPS Next Day, etc.) may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

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.

Per Addendum 1, inside delivery is changed to dock delivery

VWR acknowledges the above statements and will not be establishing a minimum order.

2.7. PACKAGING, DELIVERY, FUEL SURCHARGE

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

Per Addendum 1, the first sentence above is changed to Delivery is FOB Destination, dock delivery, to the Ordering Entity's specified address. An Ordering Entity may request inside delivery; which Contractor must provide if requested. Contractor may charge Ordering Entity an additional fee if inside delivery is requested.

VWR acknowledges the above statements.

Standard Order Shipping

VWR provides consistent same day order processing / shipping through 12 Noon order entry cut-off for in stock items. Delivery typically is within 24-48 hours for most State of ID/NASPO Participating Members. Orders received after the noon cut-off will ship next day. Certain DOT-regulated hazardous chemicals may require additional shipping time. State of ID/NASPO Participating Members should contact call center customer service to arrange for expedited delivery of any critically needed items.

- 2.7.2 Delivery charges will not be charged for orders that in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

VWR acknowledges the above statement.



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

VWR acknowledges the above statement.

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

VWR acknowledges the above statements.

2.7.5 Contractor shall properly package and handle all items ordered under the resulting contract, in accordance with all applicable regulations.

VWR acknowledges the above statement.

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

VWR acknowledges the above statement.

2.7.7 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.

Per Addendum 1, Proposers may apply an additional shipping charge as % of Net Price to orders placed for delivery in Alaska and Hawaii. Provide this information with your Discount Schedule, as part of your Cost Proposal, in the following format:

Non-Contiguous States, Additional Shipping Charge as % of Net Price:

Alaska ____% HAWAII ____%

VWR acknowledges the above statements and has included this information in our Cost Proposal.

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

VWR acknowledges the above statements.

2.8. LATE DELIVERY AND FAILURE TO DELIVER

Contractor shall 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 shall



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complete delivery and installation within the time specified in Contractor's proposal, and in no event in excess of the limit specified in §2.7, above).

VWR acknowledges the above statements.

2.9. RETURN OF ITEMS

2.9.1 CONTRACTOR ERROR

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance, shall be returned at Contractor's expense within five 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 will supply the Ordering Entity with appropriate return packaging within the five business day period. Postage will 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 shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

VWR acknowledges the above statements.

2.9.2 ORDERING ENTITY ERROR

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

VWR acknowledges the above statements.

2.10. 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 SBPO Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

VWR acknowledges the above statements.

VWR offers customers a number of invoicing options including:

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

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

**2.11. CUSTOMER ACCOUNT NUMBERS**

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

VWR acknowledges the above statements.

2.12. STATE PURCHASING CARD

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

VWR acknowledges the above statement.

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

2.13. TRAINING

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

VWR acknowledges the above statements.

VWR can provide VWR.com training either on-site or via on-line training sessions (i.e., WebEx) and will work with you to define the training program and approach that best suits your needs. In addition, VWR can provide a number of quick-reference and training materials to each of the ordering entities. In addition, follow up training sessions can be scheduled as new entities come on-board or if refresher courses are needed.

As always, on-line support is available on VWR.com 24 x 7 and can be accessed from anywhere on the site.

2.14. RECORDS MAINTENANCE AND REPORTING REQUIREMENTS

QUARTERLY REPORTS: Every three (3) months the Contractor will furnish quarterly reports to NASPO and the Division of Purchasing. Quarterly reports will accompany each Administrative Fee payment required under the resulting contract; and will be furnished electronically, in the format provided as Attachment 5 (or other format that the state may designate). These reports will include, for each account number, a listing of all items purchased during the prior quarter indicating the Item # and description, the unit list prices, unit net prices after discount, and the total dollar amount (as well as all other elements identified on Attachment 5). The Contractor's quarterly report shall include the names of the accounts corresponding to the account numbers, as well as the home state for each account. Accounts will be grouped by state, with state agencies grouped separately from political subdivisions/non-state entities (e.g. cities, counties, school districts, water districts, etc.) within the home state. In addition to the individual data, totals for "each individual state," "all NASPO states," and "all political subdivisions/non-state agencies (by state)" must be provided.

Contractor will provide the reports to NASPO in accordance with Attachment 4. Reports provided to the State will be provided within thirty (30) days following the end of the quarter, along with the required Administrative Fees. Failure to provide reports in accordance with the Contract may be considered an event of default, and result in termination of the resulting



contract.

The Contractor shall maintain all records necessary to properly account for all payments made to Contractor pursuant to the resulting contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

The Division of Purchasing may request custom reports from Contractor, based on the information provided in the approved reporting format (**Attachment 5**). Custom reports may include reporting on most common items procured; ordering entity comparisons; reports to aid an Ordering Entity in inventory control; reports tracking ordering/delivery times; etc. Contractor will provide custom reports as requested by the State, on an occasional basis (no more than 3 per contract year), at no additional charge.

VWR acknowledges the above statements.

2.15. CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

VWR acknowledges the above statement.



3. EQUIPMENT AND SUPPLIES

3.1 LABORATORY EQUIPMENT AND SUPPLIES

3.1.1 The State is requesting proposals on five (5) defined bands ("Bands") of laboratory equipment and supplies, 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 Specialty Chemicals
- Band 5 Microscopes

Per Addendum 1, Band 4: Specialty Chemicals is REMOVED.

VWR acknowledges the above statements.

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

VWR acknowledges the above statements.

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

VWR acknowledges the above statement.

3.1.4 Proposers responding to Bands 2 – 5 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;" "All NASPO States," etc.). Proposers must identify the geographic region which they are proposing to serve.

VWR acknowledges the above statement.

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

VWR acknowledges the above statement.

3.2 ESTIMATED QUANTITIES

The resulting contract 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). In addition to the state of Idaho, the states that currently intend to participate are listed in §1.2.4, above.

See §2.1, above, for historic usage. Historic usage is provided to assist Proposers in preparing their proposals; however, there is no guarantee of any minimum usage.

VWR acknowledges the above statements.



3.3 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.

[VWR acknowledges the above statements.](#)

3.4 BACK-ORDERS

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

[VWR acknowledges the above statement.](#)

3.5 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.

[VWR acknowledges the above statements.](#)

3.6 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.

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.

[VWR acknowledges the above statements.](#)



4 PROPOSAL RESPONSE REQUIREMENTS

4.1 RESPONSE TO SPECIFICATIONS

In responding to this RFP, proposers must submit one (1) original and FIVE (5) copies of their proposals along with one (1) complete electronic copy (CD-ROM or USB) in MS Word or Excel (pdf documents will not be acceptable to meet this requirement; with the exception that financial or other information that is only available in pdf, may be submitted in pdf). Both the Technical and Cost Proposals must be sealed. The Cost Proposal must be in a separately sealed envelope labeled “Confidential Cost Proposal.” Submit your electronic copy of your Cost Proposal on a separate media from your Technical Proposal. Proposals must be clearly marked with the RFP #, Name of RFP, and Name of Proposer; and received at the State of Idaho Division of Purchasing prior to the Closing Date and Time, at the address(es) provided on the State of Idaho Signature Page (note: P.O. Box for US Mail; physical address for courier/hand delivery).

Per Addendum 1, Provide one original and SEVEN copies of the technical proposal, as well as one electronic copy (including an electronic ‘redacted’ copy, if you have identified trade secret information). Please identify the original.

For each Section of this RFP which requires a response, restate the Section number and the text of the Section immediately prior to your written response.

Each portion of the work described in this RFP has an evaluation code assigned as follows:

(M) Mandatory Specification – failure to comply with any mandatory specification may render Proposer’s proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply.

(E) Evaluated Specification – a response is desired. If not available, respond with “Not Available” or other response that identifies Proposer’s ability or inability to address the specification. Failure to respond will result in zero points awarded for this item.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the proposing Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The evaluators are not required to search for the answers in other sections of the proposal.

In order for the State to conduct a uniform review of all proposals and to compare proposals, proposals must be organized and submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal, because adherence to this format is critical for the State’s evaluation process.

VWR acknowledges the above statements.

4.2 TITLE PAGE and TABLE OF CONTENTS

The Title Page should reflect the Name of the RFP, the name of the Proposer, address, phone number, contact person and date of preparation. The Table of Contents must indicate the material included in the response by section and page number.

VWR acknowledges the above requirements.



4.3 STATE OF IDAHO SIGNATURE PAGE, SIGNED EXECUTIVE ORDER 2007-09, AND SIGNED COPIES OF ANY AMENDMENTS

You must include a state of Idaho Signature Page, with an ORIGINAL HANDWRITTEN signature. The Signature Page must not be altered in any manner. You must also include a signed copy of Executive Order 2007-09 (if Executive Order is not applicable, indicate N/A on your submitted copy); as well as a signed copy of the last page of any amendments.

VWR acknowledges the above requirements and has included the requested signatures.

4.4 LETTER OF TRANSMITTAL (optional)

You may include a transmittal letter. Transmittal letters will not be evaluated or scored. Please limit this correspondence to no more than 3 pages.

VWR acknowledges the above statement and has included as Exhibit 1.

4.5 PROPOSER INFORMATION

Proposer must include the following information relative to its firm/company:

4.5.1 (M) Legal name of Company, and a statement indicating that the Proposer is a corporation or other legal entity (which must be clearly specified, i.e., corporation, partnership, limited liability company, etc.), and indicating the jurisdiction where the Proposer is organized.

VWR International, LLC is a Delaware limited liability company.

4.5.2 (M) Location of your company headquarters, and identity of the key personnel that would be responsible for the contract.

Corporate Headquarters:
1310 Goshen Parkway West Chester, PA 19380
(610) 431-1700

NASPO Team	Title	VWR Experience
Stan Haas	VP of Pricing & Contract Administration	25 years
Arne Brandon	Sales General Manager, West Zone	23 years
Mike Klipstein	Sales General Manager, SE Zone	18 years
Bob Rosenfeld	Sales General Manager, NE Zone	33 years
Steve Villines	Director, Government Market	13 years
Lewis McMillan	Director, Contract Management	20 years
Joan Skinner	Pricing Manager, Southeastern Zone	38 years

4.5.3 (M) Federal Tax ID number.

91-1319190

4.5.4 (M) Name, telephone number, position/title and email address of the person who will represent the company during the course of this RFP and who can be contacted in the event questions arise concerning the proposal.

Steve Villines, Director, Government Market

Email: steve_villines@vwr.com

Cell Phone: 559-430-5684



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- 4.5.5 (M)** Name, phone number, position/title and e-mail address of the person who will function as the primary point of contact and ensure supervision and coordination for the resulting contract.

Steve Villines, Director, Government Market

Email: steve_villines@vwr.com

Cell Phone: 559-430-5684

- 4.5.6 (M)** Evidence of financial stability and capability to fund all costs associated with providing the products and services throughout the term of any resulting contract.

VWR is a market leader in the global laboratory supply industry. It operates in more than 20 countries, processing in excess of 50,000 ordered lines per day, from 21 strategically located distribution centers. We maintain a diversified and stable customer base across an array of end customers, geographies and industries. Our customers include a majority of the top 20 pharmaceutical companies, as well as biotechnology, medical device, chemical, technology, food processing and consumer products companies as well as universities and research institutes, governmental agencies, environmental testing organizations and primary and secondary schools. To support our leadership position and provide liquidity for our operations, the company maintains significant sources of liquidity, including cash and equivalents totaling \$124.4 million at December 31, 2009, another \$240.4 million of available borrowing capacity under a committed 7-year revolving loan facility provided by a syndicate of leading global lenders maturing in 2013 and cash flows generated by our operating activities (net of investing activities and financing obligations).

- 4.5.7 (M)** Details regarding any recent transitions in ownership (within the last 3 years) that your company has undergone, including names of parties involved, dates and details on the impact to present ownership. Also identify any published plans for the company to seek transitions in ownership, including acquisition or merger.

Effective June 29, 2007 VWR International was acquired by Madison Dearborn Partners, LLC:

Madison Dearborn Partners, LLC

Three First National Plaza
Suite 3800
Chicago, IL 60602

Prior to that VWR International was owned by CDRV Holdings, Inc.

CDRV Holdings, Inc.

1403 Foulk Road
Wilmington, DE 19803

- 4.5.8 (M)** Identify all Bands that you are responding to, by number and title (e.g. "Band 2: Plasticware; Band 3: Gloves). The State requires this information in order to evaluate your response to the criteria provided below.

Band 1: Full Line Catalog



4.6 EXPERIENCE AND REFERENCES

4.6.1 (E) Detail your corporate qualifications and experience which would enable you to successfully provide the lab equipment and supplies for the Bands you are responding to, at the levels indicated in this RFP.

VWR International is a leader in the global research laboratory industry with worldwide sales in excess of US \$3.9 billion. VWR International's business is highly diversified across products and services, geographic regions and customer segments. The company offers products from a wide range of manufacturers, to a large number of customers primarily in North America and Europe. VWR International's principal customers are major pharmaceutical, biotechnology, chemical, technology, clinical, food processing and consumer product companies, universities and research institutes, governmental agencies, environmental testing organizations, and primary and secondary schools. VWR International distributes a diversified product mix, including chemicals, glassware and plasticware, equipment and instruments, furniture, protective apparel, production and safety products, and other life science and laboratory products and supplies. VWR International supports its customers by providing storeroom management, product procurement, supply chain systems integration, technical services and laboratory bench top delivery. VWR International maintains operations in over 20 countries and employs over 6,600 people worldwide.





- 4.6.2 (E) FOR BAND 1: FULL LINE CATALOG SUPPLIERS:** Use the attached Reference Questionnaire (**Attachment 6**) to provide three professional references from customers for which you hold a contract with an annual volume of at least \$10M.

VWR has requested these references to be returned directly to the State of ID per the Reference Questionnaire.

FOR ALL OTHER BANDS (2 – 5): Submit three professional references (using **Attachment 6**) from customers for which you hold a contract which includes the named Band.

FOR ALL PROPOSERS: Provide the Reference Questionnaire (**Attachment 6**) to each reference, instructing the reference to return the questionnaire directly to the Division of Purchasing. References received directly from the Proposer (or from any source other than the reference itself) will not be accepted. References must be received at the Division of Purchasing prior to the date and time of the RFP closing, and may be submitted via fax, e-mail or mail. The Division of Purchasing reserves the right to verify any reference information it receives. References which are not timely received or which are received directly from the proposer will receive a score of "zero." If more than three references are received, the scores will be averaged.

VWR acknowledges the above statements.

4.7 CUSTOMER SERVICE AND SUPPORT

- 4.7.1 (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 requirements.

At VWR, we strive for operational excellence. We have a highly specialized Government team that has established contracts, procedures and services to make your job easier. As we are always looking for new ways to increase efficiency, we've created a NEW Government Customer Service Team — specially trained to assist you with VWR Government contracts and relationships.

Dedicated toll free number: 877-881-1196

Dedicated Email address: Government.CustomerService@vwr.com

Dedicated Fax number: 612-728-2283

Standard Order Shipping and Consistent Delivery Performance

The VWR North America distribution network provides consistent same day order processing / shipping through standard 12 Noon order entry cut-off. Delivery typically is within 24-48 hours for most customer locations. VWR can provide specialized delivery arrangements upon collaboration with VWR Sales and Operations team. Orders received after the noon cut-off will ship next day; however, all emergency or rush orders will ship same day through 4 PM daily. These orders are to be entered as "Immediate Orders" which will indicate emergency order handling to the warehouse. Emergency orders after 4PM cut-off may be accommodated. Contact call center customer service in an emergency.

Product Technical Support

VWR's Customer Service Representatives (CSRs) handle all aspects of customer service; whether it is handling phone calls, responding to emails, or product information. They are



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the highest level of service with each call. There will be no interruption in service or continuity due to vacations, sick days, medical leaves, breaks or lunch.

VWR's Customer Service Representatives utilize leading edge Customer Relationship Management Software and phone technology to service our customer base. The technology provides the Customer Service Representative access to your detailed account requirements, past interaction history, and allows VWR to route your call, email, or fax directly to your team. Our four US Call Centers have an established Quality Monitoring program in place to ensure the quality of service being provided to you.

Please see below a list VWR's North American Customer Fulfillment Centers:

Bridgeport Customer Fulfillment Center

405 Heron Drive
 Bridgeport, NJ 08014
 Orders: 1-800-932-5000
 Web Orders: www.VWR.com
 Phone: 856-467-2600

Suwanee Customer Fulfillment Center

1050 Satellite Blvd.
 Suwanee, GA 30024
 Orders: 1-800-932-5000
 Web Orders: www.VWR.com
 Phone: 770-495-1000

Batavia Customer Fulfillment Center

800 East Fabyan Parkway
 Batavia, IL 60510
 Orders: 1-800-932-5000
 Web Orders: www.VWR.com
 Phone: 630-879-0600

Brisbane Customer Fulfillment Center

3745 Bayshore Blvd.
 Brisbane, CA 94005
 Orders: 1-800-932-5000
 Web Orders: www.VWR.com
 Phone: 415-468-7150

Sales

VWR's Sales Team is made up over 400 trained outside reps. The sales force is assigned territories by geography. Some very heavily populated areas have multiple representatives in the same geographical area. In these areas they are typically assigned to certain market segments based on their style and expertise. For very remote areas we have a team of inside direct representatives that are also assigned to specific geographies as well as market segments.

When an a new account is opened it is screened and profiled by our Customer Master Data team. This data is sent to the Area Vice President who will assign the account to the Regional Sales Manager that they feel is the most appropriate for customers market segment. Finally the Regional Sale Manager will assign the Sales Representative that is most appropriate based on the customer's needs. The NASPO participating members can feel confident that VWR will have the appropriate sales resource aligned with their needs.



Technical Support

In addition to the Sales and Customer Service VWR has whole team of technical specialist throughout the country. The associates are experts in the fields of; Chemicals, Chromatography, Life Sciences, Equipment and Instrumentation, Lab Animal Research, Safety, Furniture, and Business Processes, and Managed Services available to support the Customer and Sales Team's Needs.

Government Team

This team is specifically trained and experienced to handle the needs of our Federal, State and Local Government customers. They understand the needs of this market from Government Regulations, to ARRA funding requirements, to Small Business and MWBE set asides. The team is lead by our Government Market Segment Directors and Contract Administration Director. The NASPO contract is owned directly by these two individuals.

4.7.4 (E) Describe how you will provide ongoing training to your staff assigned to support the resulting contract.

VWR is committed to providing VWR's Customer Service Representatives with an ongoing training program (minimum of 16 hours/year) on systems, product, and customer service skill development to ensure continuous improvement in the service we deliver to our customers daily. The Government Team Customer Service representatives are familiar with requirements and service other State entities. These representatives would be extensively trained on NASPO and State of Idaho's requirements as part of the customer on-boarding process. VWR Customer Service Supervisors would utilize VWR's Quality Monitoring system to evaluate the quality of customer interactions and coach continuous improvement to ensure we continuously improve NASPO Participating Members' customer experience.

The Field Sales team undergoes continuous NASPO specific training via both electronic teleconferencing and webinars as well as personal one on one meetings with the Government Team leaders.

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

VWR offers customers a number of invoicing options including:

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

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

For billing issues, contact your customer service team or on-site. The phone number appears on each paper invoice. Pricing and freight issues will be resolved by customer service, tax issues



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will be referred to the tax department. Return goods require an RGA (returned goods authorization).

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

First we would meet with key players at the entity to get an understanding of their internal SOP's in regards to how they handle requests and process their orders.

We would ask questions such as, do the end users place orders or do they go through central purchasing. Do they call their orders in? Do they order on-line or use a purchasing system? Once we establish the personal requirements of the entity we will move forward with the training.

For training on the State Level our respective state team would meet with their purchasing group and do a live training. Our team would include the Director of Government Business, the Regional Sales Manager and Account Manager for the respective state. PowerPoint training would be provided with handouts that they can keep for future references. We would offer to provide follow up training personally or via Webex whenever a new purchaser came on board or they needed a refresher. This Training would include details around the contract as well as how to work within the VWR system.

We would then coordinate with the State to hold personal or online training sessions for all the State Agencies. These trainings would include leave behind handouts and guides. The session would include key State Purchasing Members to answer any agency questions and reinforce their support for using the contract.

Concurrent to these external trainings we would be providing internal training for the VWR Representatives. This training would include not only how to present and support the members but also how to train them. These reps would be responsible for one on one training for municipalities. They would be given all the training tools and documentation to educate any end user. The Government Team would make themselves available to the reps for support should they need their involvement.

Finally we will provide a link to a training video on the welcome page of their online VWR profile.

4.7.7 (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.).



For over 20 years, VWR has supported our customers by providing quality services to researchers, procurement professionals and facilities managers. Today, VWR CATALYST service solutions are in place in many of the largest companies and Universities in the U.S. to help these organizations re-focus their energies on their core functions, saving time and money. It is from this experience that VWR is able to develop and implement comprehensive customized solutions that are integrated into our customer's operations.



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VWRCATALYST Equipment and Instrument Services is an ISO9001:2008 certified organization, with a quality management system built on the requirements of ISO/IEC 17025. As such, we have committed significant investments and enhanced our position as a premier provider of quality validation, calibration, compliance and asset management services to the research communities. Currently, VWR has calibration laboratories operating in Franklin, MA and Vacaville, CA as well as field based service technicians throughout the United States. We also have several Managed Service and Program Management engagements providing dedicated resources to service and calibrate a wide variety of instruments.

The North American Equipment & Instrument Services (EIS) team is part of the North American Services team comprised of the VWR Site Services and the Business Process Consultants teams.

Facts & Figures

- Over 4000 current customers including 5 of the world’s largest pharmaceutical and biotech companies
- On-site dedicated technicians at 3 of the largest pharmaceutical and biotech companies in the world
- VWR’s service organization spans 19 countries worldwide

VWRCATALYST Equipment & Instrument Services product portfolio supports the entire laboratory asset lifecycle from procurement to disposition.

- Asset Inventory and Audit
- Installation
- Preventive Maintenance
- Calibration
- Corrective Maintenance
- Managed Maintenance
- Contract Management
- Qualification (IQ, OQ, PQ)
- Relocation
- Disposition

Key Customer Benefits

- One partner, one solution for service, qualification, and calibration of multiple technologies.
- Multi-vendor maintenance and qualification across the entire spectrum of laboratory apparatus.
- The convenience and cost-effectiveness of one consolidated service contract.
- Increased productivity with less downtime.

Technologies & Services Portfolio

COMBINED EXPERTISE

Technologies			
HPLC	Dissolution	Manometer	Industrial Scales/Weights
LC/MS	Plate Readers	Barometer	Timer Stop Watches
GC	Liquid Handling	Gas Regulators	Instrument Timing Devices
GC/MS	Balances	Hygrometers	Autoclaves
ICP	Stability Chambers	Incubators	Repeaters
ICP/MS	Lab Water Systems	Titrators	Freezers
AA	Refrigerators	Ovens	Furnaces
IR	Pipettes	Thermal Cyclers	Custom Built Protocols
Thermal Analysis	Centrifuges	Data Loggers	Temperature Mapping
UV			
Lab Management Services			
Chemical Tracking	Laboratory Lifecycle Management	Repair & Maintenance	Qualification, Validation & Calibration
Six Sigma	Laboratory Relocation	Asset Disposition	Online Asset Tracking & Monitoring
Asset Utilization	LEAN Process Consulting	Glass Washing	Stockroom Management



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VWRCATALYST Business Process Consulting

VWR Catalyst Consulting provides you with a clear advantage by leveraging more than 25 years of experience providing services and knowledge of best practices across many industries to our customers engaged in science.

VWR Catalyst provides industry-leading capabilities to drive immediate and sustainable ways to reduce costs. We deploy LEAN, a globally recognized methodology and tools for continuous improvement. These skills and capabilities provide you with a proven strategy to discover ways to reduce costs, streamline processes and eliminate waste.

We begin by constructing a Value Stream Map (VSM) to identify value-added and non-value-added elements of the current processes. This baseline document provides you with the capability to pinpoint hard and soft cost savings opportunities specific to your situation. In addition we use activity-based costing and management processes to establish the initial baseline for improvement.

VWR Catalyst provides business process consulting services, ‘non-core’ laboratory support services, inventory management, chemical tracking and management, technical asset management, warehouse and logistics, supply chain, business-to-business and procure-to-pay processes, and much more.

VWR Catalyst provides customers specific documentation that defines how our services provide the capabilities to achieve goals, solve problems and address real business needs. With this roadmap in hand, combined with our experience and expertise, our customer partners typically achieve the following improvements*:

- 20% reduction in inventory carrying value through inventory optimization
- 15% improved cash flow through payable improvement
- 20% lower order processing costs through supplier consolidation and fewer purchase orders
- 10% reduction in HR Processing fees
- 15% labor savings
- 15% product cost reduction through supplier consolidation, VWR private label alternatives and branded supplier product standardization
- 15% additional time for researchers to drive incremental revenue
- Increase in revenue generating real estate or floor space
- Reduced organizational strain from managing a nonexempt workforce
- Remove severance liability due to decreases in volume
- Increase percentage of “on time” preventative maintenance services*
- Increased service response times and reduction of equipment downtime*

VWRCATALYST Site Services

Site Services is an organization within VWR that provides outsourced services to customers engaged in science and production. Site Services leverages its expertise and core competencies to deliver value through supply chain management and laboratory support services in the following areas:

- Supplier Management
- Indirect Material/MRO Sourcing and Procurement
- Inventory Control and Forecasting



- o Internal and External Logistics
- o Business Process Analysis
- o Technical Product Expertise
- o Cost Effective Labor Management

Scale of the Site Services Organization

- o Nearly 30 years of providing site services solutions
- o Over 450 VWR Associates
- o Servicing over 160 customer sites
- o Providing a wide range of services, including inventory and storeroom management, procurement specialists, shipping and receiving and chemical tracking solutions.
- o Managing approximately 2500 customer stocking locations
- o Supporting over 70,000 Point of Use (POU) locations

Process Control Expertise

- o Scope of work development
- o Standard Operating Procedures
- o Key Performance Indicators
- o Operating Reviews
- o Business Reviews
- o Site Audits
- o Site Surveys

Personnel Management

- o Standardized hiring practices that allow for identification of individuals that can function in a dynamic service environment
- o Empowered associates that are held accountable for site performance
- o Employee development opportunities and career paths
- o Training in safe and efficient warehousing and logistics operations
- o State of the art remote access distance learning center

Below is a brochure of our technical services (also included as Exhibit 2):



4.7.8 (E) Describe how you will meet the requirements of §2.4, above, 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 §2.4. 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.

VWR Customer Service organization is committed to proving VWR's Customer Service Representatives with an ongoing training program (minimum of 16 hours/year) on systems,



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product, and customer service skill development to ensure continuous improvement in the service we deliver to our customers daily. The Government Team Customer Service representatives are familiar with requirements and service other State entities. These representatives would be extensively trained on NASPO and the State of Idaho's requirements as part of the customer on-boarding process. VWR Customer Service Supervisors would utilize VWR's Quality Monitoring system to evaluate the quality of customer interactions and coach continuous improvement to ensure we continuously improve NASPO Participating Members' customer experience.

The VWR Customer Service National organization utilizes sophisticated telecommunication technology to effectively disperse incoming calls to the 1st available trained agent in any of our 3 major US Call Center locations. By continuously searching for the next available agent, the customer experiences improved speed of answer, occurrences of extended wait times are minimized, and we are able to offer service for 12.5 hours a day from 7:30 AM-8:00 PM EST.

Our global web site is intuitive with built-in robust features that make it popular with thousands of customers around the world. Our customers have been instrumental in providing feedback regarding our web site and have helped us develop VWR.com into a site that is constantly evolving to meet their unique needs.

Below are the requirements of §2.4 and VWR's response.

2.4 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:

The Government Team can be reached by phone, email, or fax.

Dedicated toll free number: 877.881.1196

Dedicated Email address: Government_CustomerService@vwr.com

Dedicated Fax number: 612-728-2283

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

VWR.com provides customers with powerful search capabilities that support searching in a variety of ways, including:

- Keyword/description
- VWR, manufacturer or competitor part number
- Brand name
- CAS Number
- Molecular/substructure searching
- Chemical names/synonyms, etc.



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In addition, the VWR.com side-by-side product comparison is a great tool to enable education product selection.

COMPARE PRODUCTS
[Return to Search Results](#)

			
Remove	Remove	Remove	Remove
Model: PROTEGRITY CP STER. GLV 6	GLOVE, HYPOCLN, STERILE, 7 PK20	GLOVES, STL LTX SZ8.5 PK50PR	GLOVE POWDERFREE STRL SZ6 PK50
VWR Part Number: PH2V72N7	32933-885	PH2V1426T	32933-946
Supplier: Cardinal Health	Kimberly-Clark	Cardinal Health	Kimberly-Clark
Add To Basket: Price: <input type="text" value="Case of 200: \$345.09"/> Quantity: <input type="text"/> <input type="button" value="ADD TO BASKET"/>	Price: <input type="text" value="Pack of 20: \$19.20"/> Quantity: <input type="text"/> <input type="button" value="ADD TO BASKET"/>	Price: <input type="text" value="Pack of 50: \$114.90"/> Quantity: <input type="text"/> <input type="button" value="ADD TO BASKET"/>	Price: <input type="text" value="Pack of 50: \$77.39"/> Quantity: <input type="text"/> <input type="button" value="ADD TO BASKET"/>
Description: ProTEGRITY® CP Sterile Latex Gloves with Nitrile. Triple-layer, powder-free clean process gloves. Integrates comfort of natural latex with strength of nitrile. Beaded cuff. Bisque finish. Gamma sterilized to SAL 1e-6. Length: 30.5cm. Finger thickness: 9.4mil. Palm thickness: 9.1mil. CE. Size 9.	Safeskin® Sterile Critical Latex Gloves. For critical environments. Hand-specific. Powder-free. Washed. Textured and "oxyglaced" surface. Sterilized by gamma radiation. Traceability system, irradiation certifications. Tapered, beaded cuff. 30.5cm long. Thickness: 9mil. Color: natural. Size: 7.	Multi-Flex® Sterile Clean Process Latex Gloves. Hand-specific. Patented "natural" mold design with independent thumb configuration and tapered fingers. 7mil thick, 30.5cm long. Antislip bisque finish. Reinforced cuff. Meet ASTM D5712. Size: 8-1/2. Pair packaged in polybags.	Safeskin® Sterile Controlled Natural Rubber Latex Gloves. Nonpyrogenic, nonhemolytic. Meet ASTM D3577 physical property standards. Sterilized by gamma radiation to Sterility Assurance Level of 1e-6. 9mil thick, 30.5cm. long. Size 9. Pair packed in individual wallets, 50 pair per polybag.

2.4.2 Provide List Price, Discount information and Contract Pricing;

VWR.com can be configured to display list price and your discount (contract) pricing for all products.

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

VWR.com supports secure on-line credit card ordering and procurement card storage via our encrypted web site (We support SSL version 3 and the newer TLS encryption standards for HTTPS.)

2.4.4 Provide tracking/status information after an order is submitted;

Our web site allows you to easily check on status of orders, despite how the order was place (phone, fax, web, etc.) and updates status info every 30 minutes. VWR.com also provides order tracking capabilities as well as online copies of packing slips and invoices.

2.4.5 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



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information for the individual at the Participating Entity that placed the order.

Users of VWR.com are securely maintained in web profiles via a combination of User ID, password and VWR account number(s). Order history & status info are readily accessible online for 90 days (provided in a user-friendly list format). Order history and status for orders older than 90 days can be retrieved via look-up using specific order information (e.g., PO number and invoice number). The information available for each order includes quantities & products ordered, date ordered, delivery information (including delivery address). In addition, VWR can provide a number of order history reports in a variety of formats that can be provided upon request or an agreed-upon frequency.

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

VWR can provide a host of training, FAQ and quick-reference materials to support your website ordering initiatives. There is also a host of information available on VWR.com at: <https://www.vwrsp.com/help/index.cgi> and <https://www.vwrsp.com/sitemap/index.cgi>.

- 2.4.7 Provide contact information for ordering, billing, credit, service and other complaints/issues;

VWR.com can post a custom welcome page that contains specific contact information for ordering, billing, credit, service and other issues or feedback.

The graphic is a rectangular box with a double-line border. On the left side, there is a dark blue square containing a white letter 'N'. To the right of this square, the VWR logo is displayed, consisting of the letters 'VWR' in a bold, sans-serif font, followed by a stylized blue and white graphic of a globe or a network, and the text 'VWR.COM 1.800.932.5000' in a smaller font. Below the logo, the title 'Contact List and Account Information' is centered in a bold, black font. The main body of the graphic contains several lines of text, each preceded by a bolded heading. The text is as follows:

For immediate assistance with orders, tracking, returns, credits, invoice copies, stock checks, etc, please contact University Customer Service -

 Call: 866-890-8229

 Email: universitycustomer@vwr.com

 Fax: 610-728-2267

VWR Catalyst - Calibration and Validation Services - 888-793-2300

Product Technical Support - 888-897-5463

vwr.com help, new user profiles, online ordering issues - solutions@vwr.com

For sales related inquiries, please contact -

Karl Glaub, Sales Representative - karl_glaub@vwr.com, 510-367-9164

Or my team of Specialists -

Michelle Alegria-Hartman, Life Science Specialist - michelle_al@ria-hartman@vwr.com

Bryan Romeo, Lab and Office Furniture Specialist - bryan_romeo@vwr.com

Adam Seddiqui, Lab Animal Specialist - adam_seddiqui@vwr.com

- 2.4.8 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



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assigned to each one;

The VWR.com custom welcome page is also a great place to post contact info for VWR sales representatives.

In addition to the information being available through the customized welcome page, please see Exhibit 3 for a listing of the Region Managers and the states they cover.

Your Direct Representative Is
Sarah Ryan
Phone: 678-288-3138 E-mail: sarah_ryan@vwr.com

If you need immediate assistance,
you may contact VWR by calling one of the numbers below.

Customer Service: 1-800-932-5000
Internet Help Desk: 1-888-320-4357
Technical Product Hotline: 1-888-897-5463

You may be asked for your Shipping Account # which can be found under you're my ACCOUNT tab ([My Account](#)), in the Shipping Information Section on the left hand side.

Shipping Information [DETAILS](#)

Default Shipping Account Number:
Your Seven Digit Account Number Here

As a Reminder you must still place your Open Requisitions, Orders as normal orders. They are NOT automatically entered in as an order.

Additionally, VWR.com is equipped with many handy features that make product research and ordering easy, including:

- Contract pricing (reflecting your discount)
- Real-time product inventory info from multiple warehouses and suppliers

Shopping Basket

The VWR.com shopping basket provides real-time product inventory status as well as list and contract pricing.

[Upload a List of Products](#)

Upload your comma delimited CSV file containing VWR part numbers, units of measure and quantities. [How to Make an Upload File](#)

Unit	Quantity	Price	Your Price	Available	Extended Price	Remove
CS	<input type="text" value="2"/>	\$65.34	\$65.34	2 In Stock Est. Shipping Date: 05/19/2020 From: PHILADELPHIA	\$130.68	
<small>> If availability is critical, call VWR at 1-800-932-5000.</small>						
Cost Center: add						
PK	<input type="text" value="10"/>	\$4.26	\$4.26	2 In Stock Est. Shipping Date: 05/19/2020 From: PHILADELPHIA 1 Backordered Est. Shipping Date: 06/02/2020 From: PHILADELPHIA	\$42.60	
<small>> Only a partial quantity of this item will ship at this time due to a lack of complete inventory.</small>						
Cost Center: add						
PK	<input type="text" value="10"/>	\$20.43	\$20.43	2 In Stock Est. Shipping Date: 05/19/2020 From: PHILADELPHIA	\$204.30	
Cost Center: add						

- Custom catalogs which can built to meet your "best buy" requirements



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- Easy-to-use (and reuse) product hot lists for quick ordering
- Robust product search capabilities – search using any kind of key word, product number, CAS number, chemical structure, etc.

The screenshot shows a search results page for "pall filtration". It includes a search path, related searches, a list of products with descriptions and prices, and a sidebar with top sellers.

- Built-in product cross referencing for competitive and manufacturer product crossing
- On-line Quote-to-Order Functionality allows web users to place their quoted orders via the web
- State-of-the-art credit card security to support secure storage and ordering
- Automatic e-mail order acknowledgements and ship notices
- A variety of ordering controls are available including user-specific spending limits, approval routing and mandatory checkout fields
- Customizable welcome pages to communicate reminders, policies & procedures, etc
- Order status & tracking as well as order history

Shopping Basket

The VWR.com shopping basket provides real-time product inventory status as well as list and contract pricing.

Upload a List of Products

Upload your comma delimited (.csv) file containing VWR part numbers, units of measure and quantities. [Click to make an upload file](#)

Unit	Quantity	Price	Your Price	Available	Extended Price	Remove
CS	<input type="text" value="1"/>	\$89.34	\$89.34	On Hand Est. Shipping Date 05/20/2010	\$89.34	
<p>If availability is critical, call VWR at 1-800-522-5000. Cost Center: add</p>						
PK	<input type="text" value="12"/>	\$4.25	\$4.25	9 In Stock Est. Shipping Date 05/18/2010 From PHILADELPHIA 1 Backordered Est. Shipping Date 06/02/2010 From PHILADELPHIA	\$51.00	
<p>Only a partial quantity of this item will ship at this time due to a lack of complete inventory. Cost Center: add</p>						
PK	<input type="text" value="12"/>	\$22.42	\$22.42	In Stock Est. Shipping Date 05/18/2010 From PHILADELPHIA	\$269.10	
<p>Cost Center: add</p>						



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VWR.com also provides robust product content to allow you to make educated purchasing decisions for quotations or for normal purchases. This includes:

- Product Description
- Product Image (if available)
- Manufacturer
- Manufacturer Product Number
- Unit of Sale (Measure)
- MSDS (if applicable)
- Certificate of Analysis (if applicable)
- Direct links to product pages on manufacturer sites for more technical info.

Product & Manufacturer

Product description & image

96-Well Filter Plates, Corning® *Find Similar Items in Product Category: 96-Well Filter Plates for High Throughput Screening*

Supplier: Corning Supplier: Corning [GO](#)



These white, polystyrene filter plates are designed to ensure reliable results free of cross-contamination. They feature a special over-molding process that encapsulates individual fiber discs in the plate, ensuring 100% integrity of each well. The new nozzle design prevents cross-contamination. The rigid sidewalls make the plate ideal for automation, and the wide skirt accepts bar codes.

The low-binding hydrophilic PVDF membrane fiber plates are ideal for protein kinase assays or for bead or resin-based separation assays. The glass fiber filter plates can be used for a variety of applications such as plasmid isolation, DNA purification, or receptor/ligand binding assays.

The applicator (77776-454) easily assembles and disassembles the filter plate and adapter and ensures a perfect, leak-free fit.

[ADD TO BASKET](#) [VIEW SHOPPING BASKET](#)

Membrane Type	Sterility	Corning No.	VWR Catalog#	Unit	Your Price	Qty
0.2 µm PVDF Hydrophilic Membrane	Nonsterile	3504	77776-306	Case of 50	\$800.09	<input type="text" value="0"/>
0.2 µm PVDF Hydrophilic Membrane	Sterile	3505	77776-456	Case of 50	\$826.77	<input type="text" value="0"/>
0.25 mm Glass Fiber	Nonsterile	3510	77776-308	Case of 50	\$875.97	<input type="text" value="0"/>
0.66 mm Glass Fiber	Nonsterile	3511	77776-310	Case of 50	\$875.57	<input type="text" value="0"/>
Accessories						
Applicator	Nonsterile	3507	77776-454	Case	\$1,419.55	<input type="text" value="0"/>
Filter Plate	Nonsterile	3508	46610-070	Case of 50	\$800.09	<input type="text" value="0"/>
Fluid Guard	Nonsterile	3514	80081-112	Case of 100	\$123.44	<input type="text" value="0"/>
Volume Adapter	Nonsterile	3584	29449-124	Case of 50	\$579.90	<input type="text" value="0"/>

[ADD TO BASKET](#) [VIEW SHOPPING BASKET](#)

Product ordering info, including Manf. #, VWR #, Unit of measure, contract price, etc.



4.8 (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.

Sustainability at VWR: Balancing People, Process and Planet

VWR International recognizes our customers' commitment to their sustainability goals and supports these initiatives. To this end, we have developed a global sustainability policy that guides our tactical short and long term plans. In addition to the information provided below, please reference our Sustainability pages on the web, www.vwrsp.com/sustainability.

VWR Global Sustainability Policy

Enhancing the value of VWR over the long term is in the interests of VWR's customers and associates, as well as for society as a whole. Although sustainability has been defined by many, at VWR, we are approaching sustainability to meet the three primary goals as defined by the UN World Commission on Environment and Development:

- Economic growth (balancing profits with environmental responsibility)
- Environmental performance (includes but not limited to 'Green' initiatives)
- Social progress (leaving the world a better place)

Our objective is to enhance the value of the Company over the long term in the interests of its owners, associates, and society as a whole. VWR expects all associates to ensure that it achieves these objectives by meeting and exceeding customers' needs through teamwork and mutual respect and by focusing on productivity, innovation and efficiency in operations. Importantly, these objectives will also be achieved by paying close attention to legal requirements, issues of social responsibility, sustained environmental protection in operations, workplace safety, and conduct that reflects the highest ethical values. VWR will work together with suppliers and customers to seek and implement flexible and innovative ways to achieve our business objectives, including ways to meet our environmental objectives.

Recognition of a customer's commitment to sustainability is an important factor in VWR's overall Systems Solutions approach. VWR is committed to helping others achieve their business goals through products, processes, and services. Further information on VWR's approach to sustainability is available on www.vwrsp.com/sustainability.

VWR Environmental, Health, Safety & Security Policy

VWR International, LLC (VWR) recognizes its responsibilities to environmental protection, occupational health, safety and national security. VWR is committed to achieving best



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environmental, health, safety and security practice throughout its business activities. EHS&S Management at VWR is based on continuous improvement consistent with current knowledge and is an executive-management issue.

With regard to its overall EHS&S objectives and targets, VWR will:

- Comply with the requirements of relevant legislation and regulations.
- Incorporate appropriate environmental, health, safety and security criteria and factors into business decisions.
- Develop management processes and operational procedures whose functions are to prevent pollution and continuously improve environmental, health, safety and security performance.
- Reduce the consumption of raw materials, minimize the use of environmentally sensitive materials and promote the use of recycled materials, whenever possible.
- Avoid and minimize waste as far as possible and ensure all waste is managed, treated and disposed of in an environmentally acceptable manner.
- Conduct on-site audits to ensure operations are in compliance with EHS&S management requirements.
- Provide appropriate levels of training and support to management and employees to ensure they are able to fulfill EHS&S management requirements.
- Work with major suppliers, contractors and customers to help facilitate their EHS&S performance improvement.
- Make known to the public VWR's environmental safety policy and programs and be supportive of local EHS&S initiatives.
- Ensure appropriate resources are available to fully implement policy and continuously review the policy's relevance with respect to legal and business developments.

How VWR can help NASPO members meet their sustainability goals

When you choose to do business with VWR and our suppliers, you can engage in sustainable business practices. Below are ways that VWR can support you meeting your goals:

- **Consolidate Orders**

VWR's integrated logistics network and award-winning e-commerce capabilities help you to streamline your ordering practices. Consolidating orders helps reduce deliveries which can help reduce emissions/fossil fuels, lower packaging waste, save paper and energy, and may also help reduce receiving costs and freight charges.

- Consolidate Orders, combine purchases for higher order totals and consider limiting to once per day/week
- Purchase multiple item packs
- Increase item lines in a single order
- Order in bigger quantities

- **Order Electronically**

- Ordering and receiving order confirmations/invoices electronically saves paper, decreases order processing time and reduces paper waste
- Order online: vwr.com (24 hrs/7 days a week)
- VWR.com Quote-to-Order process can be used completely paper-free



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- Use EDI/XML transmission standards
- Consider choosing products that are energy efficient, ISO certified, recyclable, reusable or made with recycled content products
- Download Literature & Technical Documents
 - Download MSDS, Certificate of Analysis and other technical documentation online from our website to avoid printing and shipping of documents
 - Avoid printing of literature by downloading many literature pdfs available on vwr.com
 - [Sign up](#) for our monthly e-newsletter
- Take Advantage of VWR Customized Services
 Customized VWR Services & Solutions* to help support your sustainability initiatives:
 - Detrashing
 - Plasticware recovery for recycling/reuse where possible
 - Pipette tip boxes recycling program
 - Cleanroom Garment Recovery
 - Chemical Tracking

**Locations vary. Contact your VWR Sales Representative for information and options.*
- VWR Supplier Initiatives
 VWR aligns with many manufacturers who have engaged in sustainable business and/or manufacturing processes. Please visit www.vwrsp.com/sustainability, Products and Promotions, for more information on specific supplier products and promotions.

What VWR Does

While VWR supports our customers' sustainability initiatives, we are also helping to do our part in improving and developing best sustainable business practices. We're making an effort at certain VWR locations by:

Logistics & Transport

- Shipping Materials
 - Using shipping boxes made from 15% recycled fiber
 - Using recyclable paper wadding
 - Refining our packing process to avoid use of packing chips
 - Reusing Styrofoam coolers for frozen shipments
 - Recycling cardboard and wood pallets in our warehouses
 - Recycling paper, packing materials, aluminum
- VWR Transport Fleet
 - Leveraging transport capacities of external partners to avoid deliveries with close-to-empty trucks
 - Maintaining alliances with transport vendors (UPS & DHL) who have strong environmental platforms
 - Optimizing our logistics system to consolidate shipments to customers



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- VWR Travel Policy
 - Using online conferences via WebEx in combination with telephone conferences helps to reduce the amount of travel

Customer Communication

- Print Catalog Options
 - VWR uses FSC Certified (Chain of Custody) printer and paper whenever possible
 - Customer choice of paper or cd version of VWR Catalog
- Electronic Marketing Materials
 - Alternatively offering materials as PDF in our PDF libraries on vwr.com
 - E-mails with links to PDF documents instead of paper promotions
 - Print-on-Demand solutions used in order to print only as needed
- Optimized Mailing Database
 - More granular management of customers' interest areas to target promotional material
 - Focused campaigns to reduce print quantity

Energy & Waste Management

- Energy, Waste Management & Recycling
 - T5 light system enhancements with motion detection to reduce energy consumption
 - Activities to recycle paper, glass, and other material in our warehouses & corporate offices
 - Recycling of printer toner
- Centralization of Computer Servers
 - Centralized computer centers are helping to reduce the need for Server Hardware and required energy and resource to maintain (i.e. cooling)
 - Recent reduction of server count significantly impacted resource consumption

VWR Tualatin Site Wins Recycling and Sustainability Award

VWR's Tualatin, OR site, recently won a *Recycle at Work* Business Award for its sustainability initiatives. *Recycle at Work* provides free customized recycling assistance to all types of businesses in the Portland metropolitan area. In addition to providing instructions for participants, *Recycle at Work* also assists clients in setting up customized recycling programs.

Tualatin associates have been locally trained and have truly stepped up their recycling efforts since working with *Recycle at Work*, **becoming one of the Portland area's most environmentally conscious companies**. The location had been recycling cardboard for several years, but recently expanded to excess pallet recycling and workspace and lunchroom recycling. Associates are also using different printer settings to conserve paper. They are recycling metals, electronics, hard cover catalogs, plastic bags and shrink wrap with a local company. Because of all their hard work, they have been able to cut their need for garbage pick-up by 50 percent resulting in a yearly savings.



If you have further questions about Sustainability at VWR, please contact us at sustainability@vwr.com

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

Recyclable Products, Buybacks, trade-ins for obsolete or unusable items

VWR does facilitate certain programs to dispose of/trade-in obsolete items. These programs are run through, and in conjunction with, our suppliers. For example, Eppendorf North America offers trade-in programs of both pipettors and microcentrifuges, where parts are recycled if appropriate, the unit is disposed of properly or if still functional, is donated to a local high school.

Talk to your VWR Sales Manager for more information.

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

Recyclable Products, Buybacks, trade-ins for obsolete or unusable items

VWR does facilitate certain programs to dispose of/trade-in obsolete items. These programs are run through, and in conjunction with, our suppliers. For example, Eppendorf North America offers trade-in programs of both pipettors and microcentrifuges, where parts are recycled if appropriate, the unit is disposed of properly or if still functional, is donated to a local high school.

Talk to your VWR Sales Manager for more information.

4.9 (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).

VWR Supports the use of Small and MWBE businesses in two approaches.

- As a reseller – VWR has many SBE’s and MWBE that we work with. This partnering and mentoring relationship is most predominate in the Federal Arena, but exists in all customer segments. These relationships range from simple resellers to fully integrated SBE/MWBE partners.

In these integrated partnerships we coordinate logistics, material planning, and e-commerce integrations where the final customer uses a double punch out system for ordering. The customer punches out to the Small Business portal then punches into our system. They search our catalog then pull the product info into the SBE’s system with



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creates an order for the customer. Just about any kind of solution can be supported through the partnering arrangements

- Suppliers – VWR also supports and tracks our supplier partnerships. The following explains our Supplier Diversity program.

VWR International Supplier Diversity

VWR International's Supplier Diversity program is committed to contributing to a sustainable competitive advantage in the markets we serve by integrating minority, women, veteran owned, disabled-owned, 8A and HubZone businesses into our strategic sourcing process and providing these businesses with a solid foundation for building capacity to capture significant growth opportunities.

Our Commitment

At VWR International, we are deeply committed to supplier diversity. VWR International affords historically underrepresented businesses the maximum practicable opportunity to do business with VWR International.

Customer Benefits

We recognize the importance of meeting supplier diversity goals. Our program provides quality products & services in every category from chemicals to equipment, instruments and consumables.

Save time and money - We've located products & services that meet diversity requirements for you. There are more than 50,000 items available from certified diversity suppliers. Additionally, more than 690,000 products are available from small businesses that meet VWR International's quality standards.

We keep track - We offer solutions to help our customers meet their purchasing requirements. Every day organizations commit to actively foster a diverse supplier base that can add value to their businesses and help achieve long-term growth objectives through viable Supplier Diversity Programs. In keeping with this commitment, VWR International customers are requesting supplier diversity reports in order to manage compliance, monitor progress, and meet specific procurement program goals with minority, woman, and/or small businesses. As part of our value-added service, we are able to generate Diversity Reports. If you have questions or would like to request diversity reporting please contact your Account Manager or Customer Coordinator.

Supplier Requirements

All participants in the Supplier Diversity Program meet our stringent criteria. Each supplier must be a U.S. citizen who satisfies the ownership requirements as small, woman, minority, veteran, hub zone, disabled, or a disadvantaged individual and/or group. The diversity principal business owner must own, control, and operate 51% of the business and be certified.

Examples of acceptable certifying agencies:

- Small Business Administration (SBA) (8a)
- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)



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- [Women & Minority Business Enterprise Clearinghouse \(WMBEC\)](#)
- [National Women Business Owners Corporation Network \(NWBOC\)](#)
- [Municipal or State Purchasing Departments](#)

To obtain information on these agencies and their certification process, visit their website.

Acting on Our Commitment

In addition to providing diversity suppliers for our customers, we are dedicated to diversity within the VWR International organization.

4.10 COST

4.10.1 (M) PRICE LISTS and CATALOGS

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

[VWR acknowledges the above statements.](#)

4.10.2 (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 Proposer's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

[VWR acknowledges the above statements.](#)

4.10.3 (M) For Bands 2 – 5, the Proposer must offer a full line of laboratory equipment and/or supplies within the Band it provides a response for. The State reserves the right to reject a Proposal for any Band for which a Proposer's Price List does not include at least 95% of the items chosen by the State for purposes of evaluating the Band.

[VWR acknowledges the above statements.](#)

4.10.4 (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 you are responding to). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code).

[VWR acknowledges the above statements.](#)

4.10.5 (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



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that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

VWR acknowledges the above statements.

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

VWR acknowledges the above statements.

4.10.5.2 Volume Discount for Minimum Order Quantity: Proposer 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 vendor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity.

VWR acknowledges the above statements.

4.10.6 (E) ADDITIONAL DISCOUNTS:

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

VWR acknowledges the above statements.

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

VWR acknowledges the above statements.

4.10.8 (M) PRICE NEGOTIATION DURING CONTRACT TERM

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

VWR acknowledges the above statements.

4.10.9 (M) PRICE LISTS & UPDATES: After contract award, Contractor will 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 will also furnish "hard copy" and/or electronic copy (Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor will distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates shall be simultaneous for the entire line of products. All price lists and website access/ordering capabilities will be supplied to the Ordering Entities at no additional cost.

VWR acknowledges the above statements.



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

[VWR acknowledges the above statements.](#)



5 METHOD OF EVALUATION AND AWARD

5.1 PROPOSAL EVALUATION

Proposals will first be evaluated to determine if they meet all mandatory requirements. 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 in §4, 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 within §4 will be weighted and may receive more points than other evaluated items in the same section. The weighting information will not be made available until the evaluation process has been completed. The maximum points for each evaluation category are:

4.6 Experience and References	250
4.7 Customer Service and Support	200
4.8 Sustainability	25
4.9 Local Business Support	25
4.10 Cost	<u>500</u>
TOTAL	1,000

VWR acknowledges the above statements.

5.1.1 Cost Evaluation

For purposes of cost evaluation, discounts offered by Proposer pursuant to §4.10.4 et seq., above, will be applied to the Proposer’s Price List, required by §4.10.1.

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

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 proposer’s similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should a proposer fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another proposer as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.

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

Note: If the proposer is not an authorized distributor for a particular item chosen for purposes of



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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, Plasticware, 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 – 5 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).

[VWR acknowledges the above statements.](#)

5.1.2 The Proposer with the lowest Total Cost (for a Band), based on the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Proposers within the same Band will receive a portion of the Total Cost Points based on the following formula: $\text{Lowest Total Cost for Band \#} / \text{Other Proposer Total Cost for Band \#} \times 500$.

[VWR acknowledges the above statements.](#)

5.1.3 Once the Cost Points are calculated for each Band, the points for §4 will be totaled with the Cost Points, and the Proposals will be ranked by Total Points, by Band.

[VWR acknowledges the above statements.](#)

5.2 AWARD

Award will be made to the high point responsive responsible Proposer(s), by Band (1 – 5), 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 – 5 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.

[VWR acknowledges the above statements.](#)



6 ADDITIONAL TERMS AND CONDITIONS

6.1 ADDITIONAL MANUFACTURER DISCOUNTS

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

VWR acknowledges the above statements.

6.2 PRICE CHANGES

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

VWR acknowledges the above statements.

6.2.2 All discounts offered will remain firm or higher during the term of the contract.

VWR acknowledges the above statement.

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

VWR acknowledges the above statements.

6.3 AUDIT RIGHTS

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

VWR acknowledges the above statements.

6.4 CHANGE IN CONTRACTOR REPRESENTATIVE

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

VWR acknowledges the above statements.