

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

February 24, 2009

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  Nate_sefcik@vwr.com	TELEPHONE Nate Sefcik <b>(734) 604-6084 (Cell)</b>
	VENDOR NUMBER/MAIL CODE <b>(011)</b>
	BUYER/CA (517) 241-1647 <b>Irene Pena, Buyer</b>
Contract Compliance Inspector: Lisa Morrison (517) 241-2005 CS138# N/A <b>Prime Contractor Program for Laboratory Supplies – Statewide</b>	
CONTRACT PERIOD 3 Years From: <b>February 1, 2005</b> To: <b>January 31, 2009</b>	
TERMS <b>2% 10 - Net 30</b>	SHIPMENT <b>As Required</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Please Note the following Changes:**

**Effective immediately this Contract is hereby EXTENDED through February 1, 2010.**

**All other terms and conditions remain the same.**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 5,000,000.00**

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

June 20, 2008

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  Nate_sefcik@vwr.com	TELEPHONE Nate Sefcik <b>(734) 604-6084 (Cell)</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 <b>Irene Pena, Buyer</b>
Contract Compliance Inspector: Lisa Morrison (517) 241-2005 CS138# N/A <b>Prime Contractor Program for Laboratory Supplies – Statewide</b>	
CONTRACT PERIOD 3 Years From: <b>February 1, 2005</b> To: <b>January 31, 2009</b>	
TERMS <b>2% 10 - Net 30</b>	SHIPMENT <b>As Required</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Please Note the following Changes:

1. State Administrative Fee address for checks and reports has been changed to the following:

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

Make all checks payable to: State of Michigan

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

Also please note that the buyer has changed to Irene Pena.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 5,000,000.00**

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

November 29, 2007

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  Nate_sefcik@vwr.com	TELEPHONE Nate Sefcik <b>(734) 604-6084 (Cell)</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>Lisa Morrison, Buyer</b>
Contract Compliance Inspector: Lisa Morrison (517) 241-2005 CS138# N/A <b>Prime Contractor Program for Laboratory Supplies – Statewide</b>	
CONTRACT PERIOD 3 Years From: <b>February 1, 2005</b> To: <b>January 31, 2009</b>	
TERMS <b>2% 10 - Net 30</b>	SHIPMENT <b>As Required</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately this Contract is hereby **EXTENDED** for one year. The new Contract end date is **January 31, 2009**.

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

**AUTHORITY/REASON:**

Per agency request via AS-1 dated October 17, 2007 and vendor agreement via letter dated November 28, 2007.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 5,000,000.00**

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

February 22, 2007

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  Nate_sefcik@vwr.com	TELEPHONE Nate Sefcik <b>(734) 604-6084 (Cell)</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>Lisa Morrison, Buyer</b>
Contract Compliance Inspector: Lisa Morrison (517) 241-2005 CS138# N/A <b>Prime Contractor Program for Laboratory Supplies – Statewide</b>	
CONTRACT PERIOD 3 From: <b>February 1, 2005</b> To: <b>January 31, 2008</b> Years	
TERMS <b>2% 10 - Net 30</b>	SHIPMENT <b>As Required</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately the cell phone number for the vendor contact, Nate Sefcik, is changed as follows:

**Nate Sefcik**  
**(734) 604-6084 (cell)**

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations.**

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 5,000,000.00

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

November 6, 2006

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  <b>Nate_sefcik@vwr.com</b>	TELEPHONE <b>Nate Sefcik</b> <b>(734) 604-6084 (Cell)</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>Lisa Morrison, Buyer</b>
Contract Compliance Inspector: Lisa Morrison (517) 241-2005 CS138# N/A <b>Prime Contractor Program for Laboratory Supplies – Statewide</b>	
CONTRACT PERIOD 3 From: <b>February 1, 2005</b> To: <b>January 31, 2008</b> Years	
TERMS <b>2% 10 - Net 30</b>	SHIPMENT <b>As Required</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately the vendor contact has been changed to Nate Sefcik and the buyer has been changed to Lisa Morrison.**

**AUTHORITY/REASON:**

**Per Vendor email communication with Sue Schweim, Manager, Michigan Business and Government Outreach.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 5,000,000.00**



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

August 17, 2005

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B5200224  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  <p style="text-align: right;"><b>kurt.nolander@vwr.com</b></p>	TELEPHONE (800) 431-4132 Ext.6320 <b>Curt Nolander</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William Walsh (517) 373-6535 CS138# N/A <b>Prime Contractor Program for Laboratory Supplies – Statewide</b>	
CONTRACT PERIOD 3 From: <b>February 1, 2005</b> To: <b>January 31, 2008</b> Years	
TERMS  <p style="text-align: center;"><b>2% 10 - Net 30</b></p>	SHIPMENT  <p style="text-align: center;"><b>As Required</b></p>
F.O.B.  <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective August 15, 2005, the following language is added to this Contract for clarification of Change Notice No. 1 issued on March 16, 2005:**

**MiDEAL**

Public Act 431 of 1984 permits DMB 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. A current listing of approved program members is available at: <http://www.michigan.gov/doingbusiness/0,1607,7-146-6586-16656--,00.html>. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

**All other terms, conditions and pricing of this Contract shall remain the same.**

**AUTHORITY/REASON: Per Vendor letter (Curt Nolander) dated August 15, 2005 and approval of Acquisition Services.**

**Increase: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 5,000,000.00**

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

March 16, 2005

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>VWR Scientific</b> <b>800 E. Fabyan Parkway</b> <b>Batvia, IL 60510</b>  <p style="text-align: right;"><b>Curt_nolander@vwr.com</b></p>	TELEPHONE: Curt Nolander <b>(800) 431-4132 Ext. 6320</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William Walsh (517) 373-6535 CS138# N/A <p style="text-align: center;"><b>Prime Contractor Program for Laboratory Supplies - Statewide</b></p>	
CONTRACT PERIOD: From: <b>February 1, 2005</b> To: <b>January 31, 2008</b>	
TERMS <p style="text-align: center;"><b>2% 10 – Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Required</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective March 16, 2005, this Contract is hereby **CHANGED** to add the following:

This Contract is **EXTENDED** to Local Units of Government and other Non-Profit Organizations through **MiDEAL**.

All other terms, conditions, and pricing of this Contract shall remain the same.

**AUTHORITY/REASON:**

Per Acquisition Services.

**INCREASE: \$0.00**

**Total Estimated Contract Value Remains: \$5,000,000.00**

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

February 8, 2005

NOTICE  
OF  
CONTRACT NO. 071B5200224  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>VWR Scientific 800 E. Fabyan Parkway Batvia, IL 60510</b>	TELEPHONE: Curt Nolander <b>(800) 431-4132 Ext. 6320</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William Walsh (517) 373-6535 <b>Prime Contractor Program for Laboratory Supplies - Statewide</b>	
CONTRACT PERIOD: From: <b>February 1, 2005</b> To: <b>January 31, 2008</b>	
TERMS <b>2% 10 – Net 30</b>	SHIPMENT <b>As Required</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

The Terms and Conditions of this Contract are attached.

Estimated Contract Value: **\$5,000,000.00**

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

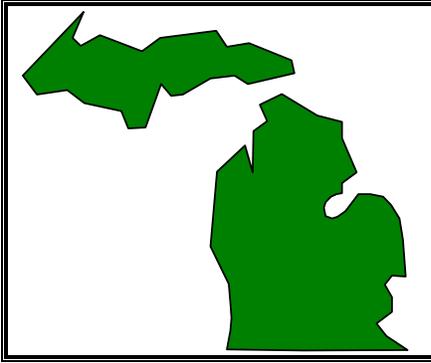
**CONTRACT NO. 071B5200224**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>VWR Scientific</b>  <b>800 E. Fabyan Parkway</b>  <b>Batvia, IL 60510</b></p>	TELEPHONE: Curt Nolander <b>(800) 431-4132 Ext. 6320</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: William Walsh (517) 373-6535 <p style="text-align: center;"><b>Prime Contractor Program for Laboratory Supplies - Statewide</b></p>	
CONTRACT PERIOD: From: <b>February 1, 2005</b> To: <b>January 31, 2008</b>	
TERMS <p style="text-align: center;"><b>2% 10 – Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>As Required</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <p><b>The Terms and Conditions of this Contract are attached.</b></p>  <p><b>Estimated Contract Value: \$5,000,000.00</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.0715200025](#). Orders for delivery of equipment will be issued directly by the [Department of Management and Budget](#) through the issuance of a Purchase Order Form.

**All terms and conditions of the invitation to bid are made a part hereof.**

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>VWR Scientific</b>          _____          Firm Name</p> <p style="text-align: center;">Authorized Agent Signature  <b>Curt Nolander</b>          _____          Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____          Date</p>	<p><b>FOR THE STATE:</b></p> <p style="text-align: center;">Signature  <b>Sean L. Carlson, Director</b>          _____          Name</p> <p style="text-align: center;"><b>Acquisition Services</b>          _____          Title</p> <p style="text-align: center;">_____          Date</p>
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**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Acquisition Services**

Contract No. 071B5200224  
[Prime Contractor Program for Laboratory Supplies](#)

Buyer Name: [William C. Walsh, CPPB](#)  
Telephone Number: [\(517\) 373-6535](#)  
E-Mail Address: [walshw@michigan.gov](mailto:walshw@michigan.gov)



**Prime Contractor Program for Laboratory Supplies**

**Article 1 – Statement of Work (SOW)** ..... 1

1.0 Introduction ..... 1

    1.001 **DEFINING DOCUMENT**..... 1

    1.002 **PROJECT TITLE AND DESCRIPTION** ..... 1

    1.003 **PROJECT CONTROL** ..... 1

    1.004 **COMMENCEMENT OF WORK**..... 1

1.1 Product Quality..... 1

    1.101 **SPECIFICATIONS**..... 1

    1.102 **RESEARCH AND DEVELOPMENT** ..... 1

    1.103 **QUALITY ASSURANCE PROGRAM** ..... 1

    1.104 **WARRANTY FOR PRODUCTS OR SERVICES** ..... 2

1.2 Service Capabilities..... 2

    1.201 **CUSTOMER SERVICE/ORDERING**..... 2

    1.202 **TRAINING**..... 3

    1.203 **REPORTING**..... 4

    1.204 **SPECIAL PROGRAMS** ..... 5

    1.205 **SECURITY**..... 6

1.3 Delivery Capabilities..... 6

    1.301 **TIME FRAMES** ..... 6

    1.302 **MINIMUM ORDER**..... 6

    1.303 **PACKAGING** ..... 6

    1.304 **PALLETIZING** ..... 6

    1.305 **DELIVERY TERM**..... 6

    1.306 **RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION** ..... 6

1.4 Project Price..... 6

    1.401 **PRICING**..... 6

    1.402 **QUICK PAYMENT TERMS** ..... 7

    1.403 **PRICE TERM**..... 7

1.5 Quantity term..... 7

1.6 RESERVED ..... 7

**Article 2 – General Terms and Conditions** ..... 8

2.0 Introduction ..... 8

    2.001 **GENERAL PURPOSE**..... 8

    2.002 **ISSUING OFFICE AND CONTRACT ADMINISTRATOR** ..... 8

    2.003 **NOTICE** ..... 8

    2.004 **CONTRACT TERM** ..... 8

    2.005 **GOVERNING LAW**..... 9

    2.006 **APPLICABLE STATUTES**..... 9

    2.007 **RELATIONSHIP OF THE PARTIES** ..... 9

    2.008 **HEADINGS**..... 10

    2.009 **MERGER** ..... 10

    2.010 **SEVERABILITY**..... 10

    2.011 **SURVIVORSHIP**..... 10

    2.012 **NO WAIVER OF DEFAULT** ..... 10

    2.013 **PURCHASE ORDERS** ..... 10

2.1 Contractor/Contractor Obligations ..... 10

    2.101 **ACCOUNTING RECORDS** ..... 10

    2.102 **NOTIFICATION OF OWNERSHIP** ..... 10

    2.103 **RESERVED** ..... 11

    2.104 **RESERVED** ..... 11

    2.105 **RESERVED** ..... 11

    2.106 **RESERVED** ..... 11

    2.107 **RESERVED** ..... 11

    2.108 **COMPETITION IN SUB-CONTRACTING**..... 11

    2.109 **CALL CENTER DISCLOSURE**..... 11

2.2 Contract Performance..... 11



	2.201	TIME IS OF THE ESSENCE .....	11
	2.202	CONTRACT PAYMENT SCHEDULE .....	11
	2.203	RESERVED .....	11
	2.204	RESERVED .....	11
	2.205	ELECTRONIC PAYMENT AVAILABILITY .....	11
	2.206	RESERVED .....	11
2.3	Contract	Rights and Obligations .....	12
	2.301	INCURRING COSTS .....	12
	2.302	CONTRACTOR RESPONSIBILITIES.....	12
	2.303	ASSIGNMENT AND DELEGATION .....	12
	2.304	TAXES .....	12
	2.305	INDEMNIFICATION.....	12
	2.306	LIMITATION OF LIABILITY .....	15
	2.307	CONTRACT DISTRIBUTION .....	15
	2.308	FORM, FUNCTION, AND UTILITY .....	15
	2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION.....	15
	2.310	RESERVED .....	15
	2.311	TRANSITION ASSISTANCE.....	15
	2.312	RESERVED .....	15
	2.313	RESERVED .....	15
	2.314	WEBSITE INCORPORATION.....	15
2.4	Contract	Review and Evaluation.....	16
	2.401	CONTRACT COMPLIANCE INSPECTOR .....	16
	2.402	PERFORMANCE REVIEWS .....	16
	2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS.....	16
2.5	Quality and	Warranties.....	16
	2.501	PROHIBITED PRODUCTS .....	16
	2.502	QUALITY ASSURANCE .....	16
	2.503	INSPECTION .....	17
	2.504	GENERAL WARRANTIES (goods).....	17
	2.505	RESERVED .....	17
	2.506	RESERVED .....	17
	2.507	RESERVED .....	17
	2.508	RESERVED .....	17
	2.509	RESERVED .....	17
2.6	Breach of	Contract.....	17
	2.601	BREACH DEFINED.....	17
	2.602	NOTICE AND THE RIGHT TO CURE.....	17
	2.603	EXCUSABLE FAILURE .....	18
2.7	Remedies	.....	18
	2.701	CANCELLATION.....	18
	2.702	RIGHTS UPON CANCELLATION .....	19
	2.703	LIQUIDATED DAMAGES .....	21
	2.704	FREEDOM OF INFORMATION ACT .....	22
	2.705	LIABILITY INSURANCE .....	22
2.8	Changes,	Modifications, and Amendments .....	24
	2.801	APPROVALS.....	24
	2.802	TIME EXTENTIONS .....	24
	2.803	MODIFICATION.....	24
	2.804	AUDIT AND RECORDS UPON MODIFICATION .....	25
	2.805	CHANGES.....	25

Attachments:

Price List



**Article1 – Statement of Work (SOW)**

**1.0 Introduction**

**1.001 DEFINING DOCUMENT**

**1.002 PROJECT TITLE AND DESCRIPTION**

This Contract is for a Prime Contractor Program for Laboratory Supplies for State Laboratories.

**1.003 PROJECT CONTROL**

Project Control

- a. The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Acquisition Services.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet as required, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. The Contractor will submit brief written quarterly summaries of purchases made by various state agency laboratories. A copy of this report will be forwarded to the named buyer in Acquisition Services.

**1.004 COMMENCEMENT OF WORK**

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

**1.1 Product Quality**

**1.101 SPECIFICATIONS**

VWR can and will provide product specifications as requested.

**1.102 RESEARCH AND DEVELOPMENT**

VWR introduces to our customers over 30,000 new products every year. The new products are in the categories of Equipment, Instruments, Chemicals and Supplies. Some of the product development plans are "Branded - New Supplier Launches". We typically launch 12 to 16 new suppliers per year. Other product development plans are "Private Label - New Product Line Launches". We usually launch 4 to 6 new VWR private label product lines each year. The final area of product development plans are "Branded Supplier - New Product Line Extensions". There are usually several thousand new products from existing suppliers that VWR launches every year.

**1.103 QUALITY ASSURANCE PROGRAM**

The success of VWR International is dependent on the effectiveness and efficiency of its core business processes. VWR's new focus and philosophy is to "continue to drive exceptional customer focus founded on Process Excellence."

The deployment of a rigorous quality program is underway as the framework for translating our vision and mission statements into reality. Rather than have these statements exist only as theories, VWR is committed to instilling them in day-to-day life and operations.



In our Process Excellence Program we apply the Six Sigma methodology, a perfect fit for the highly transactional nature of our business. Six Sigma is a disciplined, data driven approach and methodology for eliminating defects, reducing variation, and improving processes.

Focusing on customer requirements and eliminating non-value add activities (from a customer perspective) resulting in continuous improvement are the goals of this initiative.

Both the customer and VWR International will benefit from the Process Excellence Program, which aims at reducing re-work on both sides.

We strive to become the most reliable and easiest company to deal with in our space.

#### 1.104 WARRANTY FOR PRODUCTS OR SERVICES

**Limited Warranty:** VWR will replace, or at a customer's option credit customer's account the purchase price for, products that fail to meet the then current published manufacturer's specifications, provided such products are returned to VWR within 60 days after shipment. VWR will assist customer, at customer's sole expense, in obtaining any manufacturers' warranties applicable to products sold to customer consistent with the warranties obtained from such manufacturers by VWR.

**Disclaimer of Warranty and Liability:** VWR DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO ANY PRODUCTS PURCHASED FROM VWR, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURCHASE. IN NO EVENT SHALL VWR BE LIABLE OR RESPONSIBLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, USE OR GOODWILL) OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION EVEN IF VWR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. VWR'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM RELATING TO ANY PRODUCTS PURCHASED FROM VWR IS AS SET FORTH IN THE LIMITED WARRANTY.

**Repairs:**

VWR International utilizes a central point for all repair services. Just call our Labservices Department at 1-800-611-9577. They will arrange repair with a repair company in the State of Michigan's area.

**Damaged Deliveries:**

VWR asks that you inspect your shipment upon receipt. If it shows any external damage, accept it only after the driver has noted the damage on both his and your copies of the delivery receipt and you have requested an inspection by the carrier. Keep all containers and packing material for inspection. If, upon opening a shipment, you find a shortage or damage, you must request inspection by the carrier within 15 days of delivery or you will relinquish your right to make a claim. VWR International reserves the right to repair a damaged product where applicable before replacement or credit is determined.

The customer will immediately notify the VWR Customer Service Team at the Regional Distribution Center. VWR Customer Service will then proceed to reconcile the damage shipment through the proper legal method as well as VWR internal procedures.

VWR reserves the right to repair as new any damaged product.

## 1.2 Service Capabilities

### 1.201 CUSTOMER SERVICE/ORDERING

VWR International offers various methods for customers to place orders. They are: phone, fax, Internet, EDI, vwr.com Plus, eMail and postal mail. Preference is EDI, cXML, or xCBL on vwr.com

Call 1-800-932-5000 to order from the VWR office nearest you.

VWR has one "800" number, which is automatically routed to the nearest VWR Fulfillment Center. Our Fulfillment Centers have extended operating hours from 8:00am ET – 8:00pm ET. After 5:00 pm ET, all calls are automatically routed to our Batavia, IL facility. After 5:00pm CT, all calls are automatically routed to our Brisbane, CA facility (PT).



VWR's Customer Service Representatives (CSRs) are dedicated VWR associates who support our customers with problem resolution. They handle all aspects of customer service. Whether it is handling phone calls, responding to eMails, or product information, VWR CSRs are available to assist you in a friendly, efficient manner.

Our Customer Service Representatives are available Monday – Friday, and have extended operating hours from 7:30 am ET – 8:00 pm ET. After 5:00 pm ET, all calls are automatically routed to our Batavia, IL facility. After 5:00 pm CT, all calls are then automatically routed to our Brisbane, CA facility (PT).

VWR has 4 U.S. Fulfillment Centers, with over 350 agents.

**Additional:**

VWR International has as a minimum standard for employment as a customer service representative, the completion of a BS degree in one of the physical sciences or five years of laboratory experience. They are provided with leading edge telephone technology, such as Interactive Voice Response, and with PC based programs to manage the many processes required by our customers.

**Sales Representatives**

Since the State of Michigan is a major account, VWR has assigned Curt Nolander as your key account representative. Curt is a senior sales associate with a successful track record in managing key accounts. Curt is totally committed to our corporate partnership with the State of Michigan.

Training for the sales force is continuous with focus on technical product information, use of company information systems, sales training on meeting the needs of the customer and business management. There is a program in place to provide all representatives with PC's and supporting software to better manage their business. Special incentives are tied to focus product groups which encourage developing standardization initiatives with the customer. In addition, there are individual objectives tied to the development of in-house seminars, training and product shows for the end user community. All of our representatives are focused on driving costs out of both sides of the equation, the customer and VWR.

Sales Representative Responsibilities:

The VWR Sales Representative assigned to the State of Michigan, will have the responsibility for activities such as:

- Introduction and expansion of the partnership with the State of Michigan research community.
- Providing technical information on our complete offering of products and services to laboratory end users and purchasing professionals.
- Keeping the State of Michigan research community apprised of the latest scientific apparatus and instrumentation.
- Providing price quotes on scientific apparatus and instrumentation when requested by the State of Michigan
- Coordinating trade exhibitions at the State of Michigan with key vendors.
- Annualizing purchase trends and preferences to determine opportunities for convergence and cost savings.
- Working with VWR's corporate marketing department to expand our product offering to meet the challenging needs of your scientists.

**1.202 TRAINING**

VWR has 10 individuals dedicated to application training; additional training support can be brought in on an as-needed basis.

As a broad based distributor, VWR works with our many Equipment and Instrument suppliers to provide our customers with FOC (Full Operation Checklist) training when required.

**e-business consultant**

VWR has a seasoned e-business sales and consulting team responsible for evaluating and recommending e-business solutions that fit the customer's requirements. This team specializes in helping customers to recognize the efficiency, cost-savings and other benefits of web-based ordering solutions. They are also available to provide training and support for all eBusiness implementations—whether it be ordering via vwr.com, VWR Plus or a CommerceOne integration. This team will work with the State of Michigan to develop and execute comprehensive training/rollout plans at all [clientname] sites. In addition, this team can also produce a variety of quick-reference and training guides to aid rapid user acceptance and adoption.

**1.203 REPORTING**

VWR International has developed the industry's leading report package. The information contained in the KPI (Key Performance Indicator) package enables you to quickly determine the value obtained when utilizing VWR as your primary laboratory supplier.

The KPI package has been divided into four areas, Spend Analysis, Vendor Performance, Order Analysis and Third Party.

**Section I – Spend Analysis answers these questions:**

- How much did we spend this year vs. last year?
- Spending vs. Prior Year
- What did we spend it on?
- Commodity Mix
- How much did we save vs. list price?
- Cost Savings
- How much did we spend with minority or women owned businesses?
- Minority Spend

**Section II – Vendor Performance answers these questions:**

- How often does VWR fill our orders completely on the first pass?
- Complete Order Fill Rate
- How often does VWR fill individual lines completely on the first pass?
- Service Level
- How is VWR's quality?
- Quality

**Section III – Order Analysis answers these questions:**

- How many orders did we place with VWR?
- Order Analysis
- How many lines did we place with VWR?
- Order Analysis
- eBusiness Usage
- How did we place those orders with VWR?
- eBusiness Usage
- What was the average size of our orders?
- Order Analysis

**Section IV – Third Party answers these questions:**

- What third party vendors did VWR buy from?
- Third Party Vendor Summary
- How much did we spend with each Third Party vendor?
- Third Party Vendor Summary
- Who purchased from the Third Party vendors?
- Third Party Vendor Requestor Summary



The KPI package can be reported at any of the following levels:

- Corporation
- Division
- Location
- Customer Specific Business Area (example: eBusiness implementation)
- Specific account number(s)

The KPI package can be produced at any of the following intervals:

- Monthly
- Quarterly
- Annually

The standard reporting package is available in either hard copy or a fully hyperlinked Excel workbook.

#### **Ad hoc Reporting**

In addition to the KPI package, VWR offers a number of additional standard reports. However, in the event that one of our standard reports does not meet a critical business analysis need, custom report development is available.

#### **Web based reporting**

VWR is in the process of developing a data mart with an eye towards allowing customers to retrieve standard reports and potentially execute customer queries. No completion date for the customer access portion of this project is available at this time. Currently, customers can obtain copies of individual invoices through [vwr.com](http://vwr.com).

### **1.204 SPECIAL PROGRAMS**

#### **“No Hassle Return Policy”.**

The Customer Service Rep (CSR) will determine if the customer is keeping at no charge, issuing a policy credit or returning the product. All returns must be authorized by VWR International customer service in order to insure proper credit. To expedite the return, the following information should be provided:

- Customer Name and Address
- Purchase Order Number
- VWR Shipping Order Number
- Date of Invoice
- Catalog Number of Returned Item(s)
- VWR Return Authorization Number
- Reason for Return

In order to help expedite the returned goods procedure for the State of Michigan, pre-approved return authorization forms will be provided. Items not authorized for return include:

- Open Chemicals or Diagnostics
- Items whose Shelf Life has Expired
- Items Purchased on a Special Order Basis

Return shipment of hazardous materials must be packed and labeled in accordance with DOT regulations applying to transportation of hazardous materials. Shipping documents must also be prepared to meet DOT regulations. A Hazardous Waste Disposal Program is available through VWR International 's association with Chem Care. Detailed information will be provided upon request. All material approved for return will be picked up by VWR International within five working days from the date that the Return Authorization was issued by VWR International. There will be no re-stocking charge for any return of VWR International standard catalog products.



Customer Approved Promotions:

VWR continually offers promotional programs as approved by the State of Michigan. These programs include, but are not limited to, trade-in programs, branded product promotions, free product promotions (e.g., buy 2 get 1 free), and more. Our goal is to bring forth promotions that meet our customers needs.

**1.205 SECURITY**

VWR conducts background checks for all employees.

**1.3 Delivery Capabilities**

**1.301 TIME FRAMES**

Standard order delivery lead-time is 24-48 hours for all locations. VWR can meet a “24-hour” delivery cycle for all “Hot List” items. VWR, based on the locations of our distribution facilities, has the ability to deliver next day to all State of Michigan facilities. In addition, VWR maintains 50 “Service Center” facilities along with our major distribution centers to support all State of Michigan locations.

The latest order receipt time for an order to be processed the same day in North America is 12:00pm.

**1.302 MINIMUM ORDER**

There are no minimum order requirements.

**1.303 PACKAGING**

Packing methods, documented in product specifications and local procedures, are designed to prevent product damage or deterioration. Products are packed for shipment using a variety of materials purchased locally or supplied by the manufacturer of the product.

All materials which have been classified by the Department of Transportation as hazardous materials for the purposes of transportation will be packed, marked, labeled, and shipped in accordance with the provisions of Title 49, Code of Federal Regulations, Parts 100 through 199, as amended.

**1.304 PALLETIZING**

VWR will conform to all of the listed requirements for palletizing.

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**1.305 DELIVERY TERM**

Deliveries will be at no charge to the State of Michigan with the exception of Laboratory Furniture, Bulk Chemicals (55 gal drum quantity) and frozen product requiring overnight shipment. Freight charges for these commodities will be pre-paid and added to the invoice.

**1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION**

**1.4 Project Price**

**1.401 PRICING**

See attachment A for pricing information.



**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 thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee equals 1% 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 closeout report at the time the closeout report is submitted to Acquisition Services.

The Contractor must pay the Administrative Fee collected 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:

Acquisition Services  
530 West Allegan St.  
Lansing, MI 48933

Please make check payable to: Treasurer, State of Michigan

**1.402 QUICK PAYMENT TERMS**

VWR offers the following discounted payment terms for payments on VWR invoices (*excluding an evaluated receipt settlement (ERS) process, third party purchases and credit/procurement card transactions*).

2/10 net 30

**1.403 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date this Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**1.5 Quantity term**

Requirements – Contractor agrees to supply all that the state requires

**1.6 RESERVED**



## **Article 2 – General Terms and Conditions**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

This Contract is for a Prime Contractor Program for Laboratory Supplies for the State of Michigan. 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. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

Units of local State may also issue orders (see attached Non-State Agency Statement) at the same prices, terms and conditions.

#### **2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR**

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services.

Acquisition Services is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Acquisition Services and the listed Contract administrator**

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget  
Acquisition Services  
Attn: William C. Walsh, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-6535  
Email: walshw@michigan.gov

#### **2.003 NOTICE**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such 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 (3rd) 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.

#### **2.004 CONTRACT TERM**

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately February 1, 2005 through January 31, 2008.

**Option.** The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



**Extension.** At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

## **2.005 GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, Contractor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## **2.006 APPLICABLE STATUTES**

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)  
MI OSHA MCL §§ 408.1001 – 408.1094  
Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.  
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.  
MI Consumer Protection Act MCL §§ 445.901 – 445.922  
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.  
Department of Civil Service Rules and regulations  
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.  
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.  
MCL §§ 423.321, et seq.  
MCL § 18.1264 (law regarding debarment)  
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.  
Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.  
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795  
Rules and regulations of the Environmental Protection Agency  
Internal Revenue Code  
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)  
The Civil Rights Act of 1964, USCS Chapter 42  
Title VII, 42 USCS §§ 2000e et seq.  
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.  
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.  
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.  
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.  
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.  
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106  
Sherman Act, 15 U.S.C.S. § 1 et seq.  
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.  
Clayton Act, 15 U.S.C.S. § 14 et seq.

## **2.007 RELATIONSHIP OF THE PARTIES**

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



**2.008 HEADINGS**

Captions and headings used in this 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 this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

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

**2.011 SURVIVORSHIP**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Contractor/Contractor Obligations**

**2.101 ACCOUNTING RECORDS**

The Contractor and all sub-Contractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services 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.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

**2.103 RESERVED**

**2.104 RESERVED**

**2.105 RESERVED**

**2.106 RESERVED**

**2.107 RESERVED**

**2.108 COMPETITION IN SUB-CONTRACTING**

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

**2.109 CALL CENTER DISCLOSURE**

Contractor and/or all sub-Contractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

**2.2 Contract Performance**

**2.201 TIME IS OF THE ESSENCE**

Contractor/Contractor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

**2.202 CONTRACT PAYMENT SCHEDULE**

Invoices shall reflect actual shipments made to State laboratories. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**2.203 RESERVED**

**2.204 RESERVED**

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State Contractors. The Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**2.206 RESERVED**



## 2.3 Contract Rights and Obligations

### 2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

### 2.302 CONTRACTOR 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 this Contract. If any part of the work is to be sub-Contracted, the Contract must include a list of sub-Contractors, including firm name and address, contact person and a complete description of work to be sub-Contracted. The State reserves the right to approve sub-Contractors and to require the Contractor to replace sub-Contractors found to be unacceptable. The Contractor is totally responsible for adherence by the sub-Contractor to all provisions of this Contract. Any change in sub-Contractors must be approved by the State, in writing, prior to such change.

### 2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under this Contract to a sub-Contractor other than a sub-Contractor named and approved in this Contract unless the Director of Acquisition Services has given written consent to the delegation.

**The Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address the Contractor provided in their proposal.**

### 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for Contractor viewing upon request to the Contract Administrator.

### 2.305 INDEMNIFICATION

#### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its sub-Contractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its sub-Contractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its sub-Contractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its sub-Contractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

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.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its sub-Contractors, the indemnification obligation under the Contract shall 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 sub-Contractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, 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 sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

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

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such 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 so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall 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 prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to 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 shall have the right to defend the claim in such 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 shall promptly reimburse the State for all such reasonable costs and expenses.



**2.306 LIMITATION OF LIABILITY**

The Contractor's liability for damages to the State shall be limited to two times the value of this Contract or \$200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks 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; to Contractor's indemnification obligations (2.305); 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 shall be limited to the value of this Contract.

**2.307 CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Acquisition Services.

**2.308 FORM, FUNCTION, AND UTILITY**

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 RESERVED**

**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 90 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

**2.312 RESERVED**

**2.313 RESERVED**

**2.314 WEBSITE INCORPORATION**

State expressly states that it will not be 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 such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.



## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Department of Management and Budget  
Acquisition Services  
Attn: William C. Walsh, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-6535  
Email: walshw@michigan.gov

### 2.402 PERFORMANCE REVIEWS

Acquisition Services may review with the Contractor their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

## 2.5 Quality and Warranties

### 2.501 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 this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

### 2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.



**2.503 INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**2.504 GENERAL WARRANTIES (goods)**

*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.

*Warranty of fitness for a particular purpose* – When 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.

*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 agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.505 RESERVED**

**2.506 RESERVED**

**2.507 RESERVED**

**2.508 RESERVED**

**2.509 RESERVED**

**2.6 Breach of Contract**

**2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

**2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.



## 2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another Contractor); 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 such party; provided the non-performing party and its sub-Contractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its sub-Contractors will not relieve the Contractor of its obligations under this Contract except to the extent that a sub-Contractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the sub-Contractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.



In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or sub-Contract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. 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 such written notice.

## 2.702 RIGHTS UPON CANCELLATION

### A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (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) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of this Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from this Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such 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 sub-Contracts and outstanding orders for material and supplies resulting from the terminated Contract.



- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be 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.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all sub-Contracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

#### **B. Termination Assistance**

If this Contract is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in this Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractor's pricing section. If this Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under this Contract.

#### **C. Reservation of Rights**

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

#### **D. End of Contract Transition**

In the event this Contract is terminated, for convenience or cause, or upon expiration, 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. In the event of termination or the expiration of this Contract, 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 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall 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 shall 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 sub-Contractors, 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 sub-Contractors.



- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under this Contract. The Contractor will also provide any licenses required to perform the Services under this Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under this Contract. This shall 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 shall, upon expiration of this Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall 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). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of this Contract until all product and service obligations have expired.

**E. Transition out of this Contract**

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:

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

**2.703 LIQUIDATED DAMAGES**

- A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- C. Liquidated damages will be assessed as follows: If non-shipment of an order requires the State to purchase required items from another Contractor, the Contractor shall be assessed the cost of the difference in cost and any handling fees. These costs shall be deducted from the amount owed to the Contractor on the next billing received after costs are incurred.



## 2.704 FREEDOM OF INFORMATION ACT

All information in the Contractor's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq

## 2.705 LIABILITY INSURANCE

### A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to 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 such services are performed by the Contractor, or by any sub-Contractor, 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 pursuant to this Contract.

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

The insurance shall 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 shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

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

Before both parties sign this Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("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) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.



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 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit
  - \$500,000 Fire Damage Limit (any one fire)

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 in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, 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 shall 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

**B. Sub-Contractors**

Except where the State has approved in writing a Contractor sub-Contract with other insurance provisions, Contractor shall require all of its sub-Contractors 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 sub-Contractors. Alternatively, Contractor may include any sub-Contractors under Contractor's insurance on the coverage required in this Section. Sub-Contractor(s) shall fully comply with the insurance coverage required in this Section. Failure of sub-Contractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.



### C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, 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.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If 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, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

### 2.802 TIME EXTENTIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### 2.803 MODIFICATION

Acquisition Services reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract Contractor.** The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

**2.804 AUDIT AND RECORDS UPON MODIFICATION**

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

**2.805 CHANGES**

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the State-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Price List

Prime Vendor Laboratory Supplies

Item 1. Description:

Dichloromethane Methylene Chloride. CAS RN 75-09-2.  
 Formula Weight 84.93. Density 1.32 kg L. Stabilized Methanol  
 Baker Ultra Resi-Analyzed 99.8 min. For organic  
 residue analysis. Stabilized with 400-600 ppm methanol. 4L

Annual Estimated Quantity: 200, Unit: Case

Brand. Mfg. Name & Product Number Bid: JTBAKER JT9264-3 Quantity per Case/Package: 4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
1.	Year 1	\$80.00	\$16000.00	\$_____	\$_____	\$_____	\$_____	\$_____

Item 2. Description:

Acetone 2-Propanone Dimethyl Ketone. CAS RN 67-64-1. Formula  
 Weight 58.08. B J Brand 99.9 minimum by GC.  
 For HPLC GC Pesticide Residue Analysis and Spectrophotometry. 4L

Annual Estimated Quantity: 55, Unit: Case

Brand. Mfg. Name & Product Number Bid: Burdick & Jackson BJ010-4Quantity per Case/Package: 4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
2.	Year 1	\$132.80	\$7304.00	\$_____	\$_____	\$_____	\$_____	\$_____



1.

**Item 3. Description:**

Acrodisc Syringe Filter 25mm 0.45um. Hydrophobic PTFE membrane for exceptional chemical and temperature compatibility. . HPLC certified for low level UV-absorbing extractables. Polypropylene housing. Female Luer-Lok inlet standard male slip Luer outlet. <100uL hold-up volume. 50 pk.

Annual Estimated Quantity: 40, Unit: Case

Brand. Mfg. Name & Product Number Bid: Pall 28143-924 Quantity per case/Package: 200/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
3.	Year 1	\$305.28	\$12211.20	\$_____	\$_____	\$_____	\$_____	\$_____

**Item 4. Description:**

Empore Extraction Disks Anion-SR Size 47mm. Thin particle-loaded membranes particles embedded in stable inert matrix of PTFE fibrils. For faster extractions w lower solvent usage. For extracting semi-volatile organics polar compounds ionic compounds explosives pesticides.

Annual Estimated Quantity: 40, Unit: Case

Brand. Mfg. Name & Product Number Bid: 3M 55004-074 Quantity per case/Package: 60/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
4.	Year 1	\$ 475.02	\$19000.80	\$_____	\$_____	\$_____	\$_____	\$_____



**Item 5. Description:**

Boston Round Bottle with Cap I-CHEM Certified 200 series 1000mL bottle for use with semivolatiles pesticides PCB s metals or general samples. Amber glass. 33-400 Teflon -lined polypropylene cap included. Must meet EPA specifications.

Annual Estimated Quantity: 300, Unit: Case

Brand. Mfg. Name & Product Number Bid: Chase Scientific IR249-1000 Quantity per case/Package: 12/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
5.	Year 1	\$23.63	\$7089.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Item 6. Description:**

Sodium Sulfate, Anhydrous, granular, BAKER ULTRA RESI-ANALYZED\* Reagent. 99.0% min.

Annual Estimated Quantity: 64, Unit: Case

Brand. Mfg. Name & Product Number Bid: JT Baker JT3375-5 Quantity per case/Package:4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
6.	Year 1	\$120.00	\$7680.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**Item 7. Description:**

Purge and Trap Soil Analysis Tube Test Tube 19 x 150 mm 24 pack  
 The 19 mm OD test tubes are designed for use with  
 Tekmar 2016 2032 Autosamplers and 4100  
 4200 Automatic Samplers that are equipped with 3 4 diameter mounts.

Annual Estimated Quantity: 275, Unit: Package

Brand. Mfg. Name & Product Number Bid: Kontes KT591175-0715 Quantity per case/Package: 24/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
7.	Year 1	\$26.67	\$7334.25	\$_____	\$_____	\$_____	\$_____	\$_____

**Item 8. Description:**

Dichloromethane Methylene chloride. CAS RN 75-09-2. Formula Weight  
 84.93. Density 1.33kg L. Stabilized Cyclohexene B J Brand 99.9 min.  
 by GC. For HPLC GC pesticide residue analysis and spectrophotometry. 4L.

Annual Estimated Quantity: 30, Unit: Case

Brand. Mfg. Name & Product Number Bid: Burdick & Jackson BJ300-4 Quantity per case/Package: 4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
8.	Year 1	\$126.12	\$3783.60	\$_____	\$_____	\$_____	\$_____	\$_____



Item 9. Description:  
BAKERBOND Speedisk reg. Octadecyl (C18), Auto

Annual Estimated Quantity: 30, Unit: Package

Brand. Mfg. Name & Product Number Bid: JT Baker JT8062-7 Quantity per case/Package:32/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
9.	Year 1	\$237.22	\$7116.60	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Item 10. Description:  
Methanol Methyl alcohol. CAS RN 67-56-1. Formula Weight 32.04. Density 0.79kg L. B J Brand 99.9 min. by GC. For HPLC GC pesticide residue analysis spectrophotometry and combinatorial chemistry. 4L.

Annual Estimated Quantity: 36, Unit: Case

Brand. Mfg. Name & Product Number Bid: Burdick & Jackson BJ230-4 Quantity per case/Package:4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
10.	Year 1	\$96.08	\$3458.88	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**Item 11. Description:**

Vial 40mL. With open-top cap and a 3.17mm Teflon resin silicone septum. Clear borosilicate glass. Not precleaned. Prepared in solvent-free facility to prevent possible volatile contamination. GPI finish 24-414. Diameter x Height 27x95mm.

Annual Estimated Quantity: 140, Unit: Case

Brand. Mfg. Name & Product Number Bid: Kimble 15900-010 Quantity per case/Package: 72/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
11.	Year 1	\$40.49	\$5668.60	\$_____	\$_____	\$_____	\$_____	\$_____

**Item 12. Description:**

BAKERBOND Speedisk reg. Extraction Disk, Auto

Annual Estimated Quantity: 20, Unit: Package

Brand. Mfg. Name & Product Number Bid: JT Baker JT8069-6 Quantity per case/Package: 32/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
12.	Year 1	\$252.45	\$5049.00	\$_____	\$_____	\$_____	\$_____	\$_____



**Item 13. Description:**

Fluoride Ion Selective Combination Electrode Epoxy body ionplus .  
 Temperature range 0 to 80 degree C. Length 140mm. Cap diameter  
 16mm. BNC connector. With 50ml internal filling solution. Solid state.  
 Lead length 1m. Ion concentration range saturated to 1e-6m and 0.02ppm.  
 trans- 1 2-Cyclohexylenedinitrilo tetraacetic Acid Monohydrate CAS RN  
 13291-61-7. Formula Weight 364.35. Crystals Baker 98 by GC. 100g.

Annual Estimated Quantity: 10, Unit: Each

Brand. Mfg. Name & Product Number Bid: Thermo Orion 34117-064 Quantity per case/Package: each

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
13.	Year 1	\$507.24	\$5072.40	\$_____	\$_____	\$_____	\$_____	\$_____

**Item 14. Description:**

Pre-Coated Plastic-Backed TLC Sheets Silica Gel 60. For analytical TLC.  
 Fluorescent Indicator with a 254nm excitation wavelength. Sheet Size  
 20x20cm. Layer Thickness 200um.

Annual Estimated Quantity: 40, Unit: Package

Brand. Mfg. Name & Product Number Bid: EMD EM-5735-7 Quantity per case/Package: 25/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
14.	Year 1	\$81.49	\$3259.60	\$_____	\$_____	\$_____	\$_____	\$_____



**Item 15. Description:**

Culture Tube Disposable. Borosilicate Glass. Has a marking spot and reference mark for orientation during use. With threaded neck to accept screw cap. Does not include cap. Size mm 160.D.x125L  
 Overflow volume 16mL. GPI thread 15-415.

Annual Estimated Quantity: 28, Unit: Case

Brand. Mfg. Name & Product Number Bid: Corning 53283-804 Quantity per case/Package:1000/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
15.	Year 1	\$120.51	\$3374.28	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Item 16. Description:**

NALGENE Boston Round Bottles High-Density Polyethylene Narrow Mouth 1000mL rigid translucent bottles have excellent chemical resistance. Bottles are ideal for storing packaging and shipping liquids and fit Eppendorf and Oxford reagent dispensers. 38-430 polypropylene cap included. Leakproof.

Annual Estimated Quantity: 50, Unit: Case

Brand. Mfg. Name & Product Number Bid: Nalgene 16057-142 Quantity per case/Package: 24/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
16.	Year 1	\$56.80	\$2840.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**Item 17. Description:**

Acetone Dimethyl ketone. CAS RN 67-64-1. Formula Weight 58.08.  
 Density 0.79kg L. AR 99.5 min. by GC. Meets ACS Specifications.  
 Actual signed Certificate of Lot Analysis provided on label. 4L

Annual Estimated Quantity: 82, Unit: Case

Brand. Mfg. Name & Product Number Bid: Mallinckrodt TXMK244008MDA Quantity per case/Package: 4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
17.	Year 1	\$42.00	\$3444.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Item 18. Description:**

Bard-Parker Detachable Autopsy Blade Designed for the particular demands of post-mortem work. Special cutting edge of heavy gauge surgical steel with Rib-Back for added rigidity. Length 64mm. Fits Bard-Parker Handle No. 8 25862-004 . 6 pk.

Annual Estimated Quantity: 15, Unit: Case

Brand. Mfg. Name & Product Number Bid: BD Labware 25861-001 Quantity per case/Package: 150/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
18.	Year 1	\$174.50	\$2617.50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Item 19. Description:  
 Conical-Bottom Centrifuge Tube 10mL borosilicate glass tube. Length 114mm. Diameter 16mm. Maximum RCF 2 980g.  
 Cap thread 15-415. Accepts screw-thread closure not supplied . Complies with ASTM E438 Type 1 Class A or B.

Annual Estimated Quantity: 52, Unit: Case

Brand. Mfg. Name & Product Number Bid: Kimble 21020-640Quantity per case/Package: 125/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
19.	Year 1	\$51.33	\$2669.16	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Item 20. Description:  
 Acetonitrile Methyl cyanide. CAS RN 75-05-8. Formula Weight 41.05.  
 Density 0.79kg L. ChromAR ACS 99.8 min. by GC.  
 Especially intended for use as HPLC and TLC Solvent.  
 Actual signed Certificate of Lot Analysis provided on label. 4L

Annual Estimated Quantity: 18, Unit: Case

Brand. Mfg. Name & Product Number Bid: Mallinckrodt TXMK285610MDA Quantity per case/Package: 4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
20.	Year 1	\$120.00	\$2160.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**Item 21. Description:**  
 NALGENE Environmental Sample Bottles High-Density Polyethylene  
 500mL natural narrow mouth bottles allow easy viewing of liquid level.  
 Economical single-use break-resistant bottles are for field sampling.  
 Guaranteed leakproof. 28mm polypropylene screw caps included.

Annual Estimated Quantity: 75, Unit: Case

Brand. Mfg. Name & Product Number Bid: Nalgene 16172-128 Quantity per case/Package: 48/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
21.	Year 1	\$29.61	\$2220.75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Item 22. Description:**  
 Analyslide Petri Dish on a Slide 47mm Combines covered petri dish with microscope slide. Rectangular base fits microscope stages.  
 Frosted area for identification marking. Dish serves as an examination and storage container for 47mm diameter filters. Polystyrene.

Annual Estimated Quantity: 66, Unit: Package

Brand. Mfg. Name & Product Number Bid: Pall 28145-473 Quantity per case/Package: 100/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
22.	Year 1	\$39.53	\$2608.98	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Item 23. Description:  
 Difco Modified mTEC Agar Chromogenic detection of thermotolerant E. coli in water by membrane filtration technique. Size 100g.

Annual Estimated Quantity: 5, Unit: Each

Brand. Mfg. Name & Product Number Bid: Becton Dickson 90000-796 Quantity per case/Package: each

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
23.	Year 1	\$406.85	\$2034.25	\$_____	\$_____	\$_____	\$_____	\$_____

Item 24. Description:  
 GWV High Capacity Groundwater Sampling Filters Disposable. Meet EPA requirements. Certified for groundwater filtration prior to dissolved metal analysis. 0.45um pore size. Thermopor polyester-reinforced polysulfone 0.45um pore size. Thermopor polyester-reinforced polysulfone membrane. Polypropylene housings. 3.2mm NPT. 700cm2 filtration area. 10 pk.

Annual Estimated Quantity: 18, Unit: Package

Brand. Mfg. Name & Product Number Bid: Pall 28145-147 Quantity per case/Package: 10/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
24.	Year 1	\$186.62	\$3359.16	\$_____	\$_____	\$_____	\$_____	\$_____



**Item 25. Description:**

Boston Round Bottle with Cap 1000mL amber non-precleaned bottle for use in semivolatiles pesticides PCB s and metals analyses. Flint glass with Teflonresin-lined cap. Amber glass is ideal for UV light sensitive samples.

Annual Estimated Quantity: 110, Unit: Case

Brand. Mfg. Name & Product Number Bid: Chase Scientific 15900-050 Quantity per case/Package: 12/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
25.	Year 1	\$17.76	\$1953.60	\$_____	\$_____	\$_____	\$_____	\$_____

**Item 26. Description:**

Acetone 2-Propanone Dimethyl Ketone. CAS RN 67-64-1. Formula Weight 58.08. Density 0.79 kg L. ChromAR ACS 99.5 min. by GC.

For HPLC and TLC. Meets ACS Specifications. Filtered through 0.2  $\mu$ m\ filter to remove particulate matter.

Actual signed Certificate of Lot Analysis provided on label. 4L.

Acetone 2-Propanone Dimethyl Ketone. CAS RN 67-64-1. Formula Weight 58.08. Density 0.79 kg L. ChromAR ACS 99.5 min. by GC.

For HPLC and TLC. Meets ACS Specifications. Filtered through 0.2  $\mu$ m\ filter to remove particulate matter.

Actual signed Certificate of Lot Analysis provided on label. 4L.

Annual Estimated Quantity: 30, Unit: Case

Brand. Mfg. Name & Product Number Bid: Mallinckrodt TXMK243510MDA Quantity per case/Package: 4/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
26.	Year 1	\$62.00	\$1860.00	\$_____	\$_____	\$_____	\$_____	\$_____



Item 27. Description:  
ALP225 Test Kit with Cuvettes

Annual Estimated Quantity: 8, Unit: Each

Brand. Mfg. Name & Product Number Bid: Advanced Instruments 52197-474 Quantity per case/Package: 250/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
27.	Year 1	\$285.18	\$2281.44	\$_____	\$_____	\$_____	\$_____	\$_____

Item 28. Description:

Aluminum Seal with Red Rubber fluoropolymer resin Septa Clear PTFE red rubber septa. Silver general-purpose aluminum seal made of high quality rubber bonded with a thin layer of fluoropolymer resin. Chemically-resistant with moderate resealability. For single injections.  
Fits 11mm mouth OD vials.

Annual Estimated Quantity: 200, Unit: Package

Brand. Mfg. Name & Product Number Bid: Agilent HP-5181-1210 Quantity per case/Package: 100/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
28.	Year 1	\$8.47	\$1694.00	\$_____	\$_____	\$_____	\$_____	\$_____



Item 29. Description:  
 PYREX Disposable Serological Pipets Glass Sterile Plugged Wide-Tip  
 Capacity 10mL. Subdivisions 2.0mL. Negative Graduations 2.0mL.  
 Calibrated to deliver with blow-out. Large numbers. Chemically inert.  
 ISO color coding printed on the tear strip. Packaged in plastic  
 bags with 20 pipets bag.

Annual Estimated Quantity: 12, Unit: Case

Brand. Mfg. Name & Product Number Bid: Corning 53222-248 Quantity per case/Package: 400/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
29.	Year 1	\$184.78	\$2217.36	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Item 30. Description:  
 Boston Round Bottle with Cap I-CHEM 100 series 250mL bottle for use  
 with semivolatiles pesticides PCB s metals or general samples.  
 Amber glass protects light-sensitive samples. 24-414 Teflon -lined  
 polypropylene cap included. Not processed or certified.

Annual Estimated Quantity: 134, Unit: Case

Brand. Mfg. Name & Product Number Bid: Chase Scientific IR149-0250 Quantity per case/Package: 12/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
30.	Year 1	\$12.36	\$1656.24	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Item 31. Description:  
 o-Phosphoric Acid Orthophosphoric acid. CAS RN 7664-38-2. Formula  
 Weight 98.00.Guaranteed Reagent 85.0 min. Meets ACS  
 specifications. 2.5L.

Annual Estimated Quantity: 5, Unit: Case

Brand. Mfg. Name & Product Number Bid: EMD EM-PX0995-3 Quantity per case/Package: 6/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
31.	Year 1	\$141.70	\$708.50	\$_____	\$_____	\$_____	\$_____	\$_____

Item 32. Description:  
 Minispike Acrodisc 13mm Syringe Filter 0.45um pore. Hydrophilic PVDF  
 membrane for aqueous and nonaggressive solvent-based mobile phases.  
 HPLC certified for low UV-absorbing extractables. Polypropylene housing.  
 Female Luer-Lok inlet and minispike outlet. <14uL hold-up volume.  
 100 pk 300 cs.

Annual Estimated Quantity: 5, Unit: Case

Brand. Mfg. Name & Product Number Bid: Pall 28143-991 Quantity per case/Package: 300/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
32.	Year 1	\$341.70	\$1708.50	\$_____	\$_____	\$_____	\$_____	\$_____



Item 33. Description:  
 GN-6 Metricel Membrane Disc Filter 0.45um pore size. 47mm diameter.  
 Grid sterile. Mixed cellulose esters. For isolation and enumeration of  
 heterotrophic bacteria. For microbiological analysis. MF technique certified.  
 Autoclavable. Packed 10 envelope with support pads.

Annual Estimated Quantity: 30, Unit: Package

Brand. Mfg. Name & Product Number Bid: Pall 28148-733 Quantity per case/Package: 100/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
33.	Year 1	\$57.94	\$1738.20	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Item 34. Description:  
 Bard-Parker Sterile Scalpel Blades Fine blade sterile carbon steel.  
 The Rib-Back design prevents weaving and ensures greater accuracy in  
 the line of cut. Specially ground and carefully inspected. For use with  
 Bard-Parker No. 3 and 5 Scalpel Handles. Blade No. 10. 50 pk. 150 Case.

Annual Estimated Quantity: 26, Unit: Case

Brand. Mfg. Name & Product Number Bid: Miltex 21909-610 Quantity per case/Package: 100/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
34.	Year 1	\$29.20	\$759.20	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Item 35. Description:  
 KIMTECH SCIENCE KAYDRY EX-L Delicate Task Wipers White  
 extra absorbent. Low-lint and low extractables. Made from 100 virgin fiber  
 with 2-ply construction. Anti-static LINTGUARD Polyshield.  
 90 wipers per POP-UP box. Color white. 38.1x42.7cm.

Annual Estimated Quantity: 24, Unit: Case

Brand. Mfg. Name & Product Number Bid: Kimberly Clark 21903-021 Quantity per case/Package: 1350/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
35.	Year 1	\$100.21	\$2405.04	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Item 36. Description:  
 Autosampler Crimp-Top Vial Clear borosilicate glass. Features 40 wider  
 opening than standard opening vial.Capacity 2ml. 12x32mm.

Annual Estimated Quantity: 20, Unit: Package

Brand. Mfg. Name & Product Number Bid: Agilent HP5183-4491 Quantity per case/Package: 1000/pack

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
36.	Year 1	\$76.83	\$1536.60	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**Item 37. Description:**

BD Vacutainer Venous Blood Collection Tubes Sterile. Serum tubes silicone-coated interior chemistry tubes . Paper label. Red conventional closures. Draw 10mL. Tube size 16x100mm.

Annual Estimated Quantity: 10, Unit: Case

Brand. Mfg. Name & Product Number Bid: BD Labware VT6430 Quantity per case/Package: 1000/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
37.	Year 1	\$113.65	\$1136.50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Item 38. Description:**

Acetonitrile Methyl cyanide. CAS RN 75-05-8. B J Brand 99.9 min. by GC. For HPLC GC pesticide residue analysis spectrophotometry combinatorial chemistry. Refractive index at 20 Degree C 1.3440 +/- 0.0006. Residue +/- 1mg L. Water +/-0.01 1L

Annual Estimated Quantity: 4, Unit: Case

Brand. Mfg. Name & Product Number Bid: Burdick & Jackson BJ015-1 Quantity per case/Package: 12/case

Item No.	Duration	Unit Price no minimum	Amount	Unit Price Qty. 2 - 5	Unit Price Qty. 6 - 10	Unit Price Qty. 11 - 15	Unit Price Qty. 16 - 20	Unit Price Qty. 21+
38.	Year 1	\$380.88	\$1523.52	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



## State of Michigan

List Less Discounts are for all units of measure unless otherwise indicated.

### VWR PRIVATE LABEL

	<u>List Less %</u>	<u>UOM</u>
Glassware, Such As: Auto Sampler Vial, Jars, Distilling Flask	8	All
Glassware, Such As: Disp Cult Tubes, Disp. Pasteur Pipet, Vials	22	All
Glassware, Such As: Vials/Seals, Amber Bottles	33	All
Plasticware, Such As: Tube Racks, Cell Sprdr, Plates	8	All
Plasticware, Such As: Pipets, WM Bottles, Spec. Cont.	22	All
Plasticware, Such As: Ultra Fine Tips, Beakers	30	All
Supplies, Such As: Spec Wipes, Hand Cream, Slip Covers	8	All
Supplies, Such As: Gloves, Alum. Dishes, Lab Tape	22	All
Supplies, Such As: Clamp Holders, Mini Timers, Cuvets	33	All
Equipment, Such As: Stainless Clamps, Flask Clip, Incubator	15	All
Equipment, Such As: Blocks, Water Baths, Refractometer	30	All
Equipment, Such As: Mini Vortexer, Stirrer, Electrode	38	All
All Other Equipment Less Than \$500 List Price	27	All
Chemicals	33	All
Solutions	33	All



**CHEMICALS**

**EMD Chemicals**

	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
Master Schedule Chemicals	59	All
Big 5 Mineral Acids	59	All
Common Acids	59	All
Omni Trace Acids	59	All
Biology Grade Chemicals	59	All
Bulk Reagent Solvents	59	All
Common & General Dry Reagents	59	All
Common & General Liquid Reagents	59	All
Proprietary Dry Reagents	59	All
Reagent Solvents	59	All
Solid Reagents	59	All
Solvents	59	All
SupraPur Salts	59	All
Specialty Chemicals	10	All
Aquastar Reagents	10	All
Atomic Absorption Standards	10	All
Standards	10	All
Buffers	10	All
Solutions	10	All
Detergents	10	All
Dry Chemicals	10	All
OmniPur Molecular Biology Reagents	10	All
Organics	10	All
PH Strips & Papers	10	All
Test Strips/Kits	10	All
Safety Products - Bulk Spill Absorbents	10	All
EM Salts	30	All
EM Acids	30	All



**CHEMICALS (cont)**

<b><u>JT Baker</u></b>	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
Case Organics	5	All

<b><u>Mallinckrodt</u></b>	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
AR Select Plus	18	All
AR Select	18	All
Bulk Reagents	18	All
Biotechnology Products	18	All
Carboxylic Acids	18	All
Organics	18	All
FDA Regulated Acids, Regulated Small Bulk, Regulated Salts & Solvents	18	All
General Line Dry Reagents, General Line Reagent Solvents	18	All
GenAR Products	18	All
Nowpaks	18	All
Reagent Acids	18	All
Precious Metals	18	All
Small Bulk Solvents	18	All
Spill Control/Safety Products	18	All
Small Bulk Dry Products & Specialty Dry Products	18	All
Stock Organics	18	All
Specialty Products (UltimAR, ChromAR, Nanograde)	18	All
SpectAR Solvents	18	All
StandARd Solutions	18	All
Unique Reagents	18	All

<b><u>Burdick &amp; Jackson</u></b>	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
	18	All



**Ricca Chemical Company**

<u>List Less %</u>	<u>UOM</u>
11	All

**MEDIA**

**BD and Company**

BBL/Difco Media  
Microbiology

<u>List Less %</u>	<u>UOM</u>
8	All
8	All

**SUPPLIES & APPLIANCES**

CE Supplies Such As: Gloves, Masks, Labcoats, Bouffant, Tape  
 CE Supplies Such As: Wipers, Gloves  
 CE Supplies Such As: Gloves, Face Veil  
 CE Supplies Such As: Shoe Covers, Frocks  
 CE Supplies Such As: ClnRm Paper, Wrist Straps, Masks  
 CE Supplies Such As: Finger Cots, Wipers, Gloves, Swabs  
 Reusable Supplies, Such As: Spatula, Pails, Retriever  
 Reusable Supplies, Such As: Replacement TC Filters, Slide Boxes, Trays  
 Reusable Supplies, Such As: Gas Lighter, Flint/Univ, Tapes  
 Reusable Supplies, Such As: Pipet Boxes, Lab Scoops, Scissors/Fine Bent  
 Reusable Supplies, Such As: Micro Slides, Poly Racks, Forceps

<u>List Less %</u>	<u>UOM</u>
20	All
5	All
10	All
35	All
35	All
35	All
20	All
5	All
10	All
35	All
35	All



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**SUPPLIES & APPLIANCES (cont)**

	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
Reusable Supplies, Such As: Slide Boxes, Microspoons, Rubbers Bulbs	35	All
Disposable Supplies, Such As: Teri Wipers, PwdFree Gloves	20	All
Disposable Supplies, Such As: Kleenex/Wht, Parafilm, Mailers	5	All
Disposable Supplies, Such As: Autoclave Indic Tape, Roll-O-Matic, Mini Mailers	10	All
Disposable Supplies, Such As: 1000 Ultraspecs, Battery/Alkaline/"AAA"/Procell, Mop He	35	All
Disposable Supplies, Such As: Wipes, Facial Tissue, Polyliner 5 Gal	35	All
Disposable Supplies, Such As: Batteries, Cotton Applicators, Bulbs	35	All
Reusable Plasticware, Such As: Scoop, Pitchers, Mouse Cages	20	All
Reusable Plasticware, Such As: Cryo Box Systems, Slide Mailer, Tubing	5	All
Reusable Plasticware, Such As: Bottles, Freezer Cont.	10	All
Reusable Plasticware, Such As: Tyg Tubing, Quick Serve Top	20	All
Reusable Plasticware, Such As: Tubing Cylinders, Flasks, Funnels	20	All
Reusable Plasticware, Such As: Sprayer Bottles, Bottles, Spoons	20	All
Disposable Plasticware, Such As: Plates, Pipets, Tips	20	All
Disposable Plasticware, Such As: Pipets, Centrifuges, Stipets	5	All
Disposable Plasticware, Such As: Filter Tips, Bags	10	All
Disposable Plasticware, Such As: Cryovials, Test Tubes, Beakers	33	All
Disposable Plasticware, Such As: Trans Pipets, Grad Beakers, Sample Vials	33	All
Disposable Plasticware, Such As: Pipets, Petri Dishes, Beakers	33	All
Tissue Culture Such As: Flasks, Plates	20	All
Tissue Culture Such As: Tissue Culture, Flasks, Roller Bottles, Tubing	5	All
Tissue Culture Such As: Tissue Culture, Flasks, Roller Bottles, Tubing, Plates	10	All
Tissue Culture Such As: Flasks, Slide Chambers, Cell Scapers	35	All
Tissue Culture Such As: Plates, Cell Factory Chamber, Tissue Grinder	2	All
Clinical Injectables	10	All



**GLASSWARE**

	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
Corning Reusable Glassware	20	Case
Kimble/Kontes Glassware	5	All
Reusable Glass, Such As: Flasks, Filter Funnels	20	All
Reusable Glass, Such As: RB Flasks, Stop Cocks, Serum Bottles	5	All
Reusable Glass, Such As: Staining Dishes, Pestle & Mortar, Auto Vials	11	All
Reusable Glass, Such As: WM Bottles, Connectors, Square Flasks	30	All
Reusable Glass, Such As: GLS Beads, Flint Jars	30	All
Reusable Glass, Such As: Bottle, RD, Amber, WM & With Teflon Caps	30	All
Disposable Glass, Such As: MicroCaps, Slides	20	All
Disposable Glass, Such As: Vials and Micro Products	5	All
Disposable Glass, Such As: Vacutainers	10	All
Disposable Glass, Such As: Tubes, Micro Pipets	32	All
Disposable Glass, Such As: Vials, Droppers W/Bulbs, Tubes	32	All
Disposable Glass, Such As: Medicine Droppers W/Bulbs, Tubes/Blue/Wintrobe	32	All

**CHROMATOGRAPHY**

	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
EMD HPLC Columns, Adsorbents, TLC Plates	11	All
Columns & Supplies Such As: Needles, Syringes, Vials	11	All
Supplies Such As: Caps, Crimpers, Filters, Needles, Syringes	11	All



**SAFETY**

	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
Industrial Personal Protection	8	All
Workplace Safety Supplies	8	All
Safety Storage	8	All

**EQUIPMENT**

	<b><u>List Less %</u></b>	<b><u>UOM</u></b>
PH Specific Ion	5	All
Miscellaneous Equipment Less than \$500 List Price	9	All
Miscellaneous Equipment Greater than \$500 List Price	6	All
All Other Equipment	Contact Your VWR Representative for a	

**FURNITURE**

Contact your VWR Sales Representative for a Quotation

Guaranteed Gross Margin -- Based on the complex nature of this agreement, VWR will implement a guaranteed gross margin (GGM) rule of 15% so that no price to the Customer, excluding manufacturer specially price quoted (SPQ) items, will result in a selling gross margin to VWR of less than 15%.

Sell prices achieved based upon this discount schedule are reflective and based on manufacturer's list prices at the time of purchase. VWR makes every effort with our suppliers to keep costs competitive but list prices may change.