

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15922 OC

PAGE 1 of 2	ORDER DATE 03/28/24
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 553797	
VENDOR ADDRESS: VWR FUNDING INC DBA VWR INTERNATIONAL LLC 100 MATSONFORD RD STE 200 BLDG 1 RANDOR PA 19087-4560	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MARCH 01, 2024 THROUGH FEBRUARY 28, 2029

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement MA2024005

Contract to supply and provide Laboratory Equipment and Supplies through a prime vendor program to the State of Nebraska agencies.

Payment Terms: Net 45 days

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor. The Purchase Order must include the State of Nebraska Contract 15922 OC.
(For the File – This RFP and Contract are bid and awarded by the State of Idaho. All backup bids, etc are retained by the State of Idaho, Purchasing Department of Administration.)

Vendor Contact: Rebecca Richey, Manager, Gov Contracts & Compliance
Phone: 800-932-5000
Email: rebecca.richey@avantorsciences.com or government@vwr.com

Vendor Contact: Evan Updike, Sales Representative
Phone: 402-305-4506
Email: evan.updike@avantorsciences.com

VWR Government Customer Care
Phone: 877-881-1196
Email: government_customerservice@vwr.com

Website: www.vwr.com

(BT 01/19/24)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	BAND 1 - LABORATORY EQUIPMENT	250,000.0000	\$	1.0000

DS

RT

4/1/2024

BUYER

DocuSigned by:

Vicki Collins

4/2/2024

4106A24A8E8446D...

DocuSigned by:

Adam Kauffman

2024

F92FFF73F7F3467...

MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15922 OC

PAGE 2 of 2	ORDER DATE 03/28/24
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 553797	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	AND SUPPLIES Reference Appendix B Category Discounts for Band 1			
2	BAND 2 - MICROSCOPES INCLUDING PARTS AND COMPONENTS Used for educational, research and clinical requirements. Reference Appendix C Category Discounts for Band 2	75,000.0000	\$	1.0000




BUYER INITIALS

PARTICIPATING ADDENDUM**Master Agreement #: MA2024005****Contractor: VWR International, LLC****Participating Entity: State of Nebraska****Contract 15922 OC****Laboratory Equipment and Supplies****Administered by the State of Idaho (hereinafter "Lead State")**

This Participating Addendum is entered into by State of Nebraska ("Participating Entity") and VWR International, LLC (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA2024005, executed by Contractor and the State of Idaho ("Lead State") for Laboratory Equipment and Supplies ("Master Agreement").

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This addendum covers the **Laboratory Equipment and Supplies (2024-2029)** led by the State of Idaho for use by state agencies and other entities located in the Participating State (or State Entity) authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

The following products are included in this contract portfolio:

- Band 1 Full-Line Catalog of laboratory equipment and supplies, excluding microscopes.
- Band 2 Microscopes including parts and components commonly used for educational, research and clinical requirements.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Nebraska*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Term Period:** The initial term of the Participating Addendum is March 01, 2024, through February 28, 2029. The Participating Addendum may be renewed for three (3) additional years when mutually agreeable to the vendor and the State of Nebraska.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows:

Contractor

Name:	Rebecca Richey, Manager, Gov Contracts & Compliance
Telephone:	800-932-5000
Email:	Rebecca.richey@avantorsciences.com or government@vwr.com

Contractor

Name:	Evan Updike, Sales Representative
Telephone:	402-305-4506
Email:	Evan.updike@avantorsciences.com

Participating Entity

Name:	Vicki Collins, Procurement Contracts Officer, DAS Nebraska State Purchasing Bureau
Address:	1526 K Street, Suite 130
Telephone:	402-471-1427
Fax:	402-471-2089
Email:	Vicki.collins@nebraska.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

State of Nebraska Standard Terms and Conditions

I. TERMS AND CONDITIONS

Contractor may, if necessary, reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language using "Track Changes". The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to not participate on the cooperative contract.

The Contractor should submit any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated into the Participating Addendum. The Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted prior to signing the Participating Addendum. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause, then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum ("PA");
2. State of Idaho NASPO ValuePoint Master Agreement No. MA2024005, including all attachments, amendments, and addendums as they existed on the Effective Date of this Contract ("Mater Agreement"); and,
3. Amendments/Addendums to this Contract.

These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Participating Addendum having the highest priority, 2) the Master Agreement and any attached Addenda and/or Amendments, and 3) the Master Agreement.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established by the State of Nebraska.

O. PRICES

Pricing for Band 1 items can be found on the following website: www.vwr.com. Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, F.O.B. destination. No additional charges will be allowed for packing, packages or partial delivery costs.

Reference Appendix B Category Discounts for Band 1.

Reference Appendix C Category Discounts for Band 2.

P. EXCLUSIONS

Contractor will block the following purchase requests from any agency of the State of Nebraska or employee designated by an agency of the State of Nebraska of this agreement unless that purchase request was submitted with written approval from the State of Nebraska, Department of Administrative Services:

Description
Bookcases, Book Ends, Bookshelves
Storage Cabinets, Filing Cabinets, File Storage Systems, Rails
Office and Laboratory Furniture
Copiers/Multi-Function Machines
Telephone/Communications Equipment
Printers
Software
Personal Computers/Laptops
Food Items (example: Candy, Coffee)
OTC Pain Relievers, Aspirin, Antacids

D. GOVERNING LAW (STATUTORY)

Notwithstanding any other provision of this Participating Addendum, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that:

1. The State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation;
2. This contract will be interpreted and enforced under the laws of the State of Nebraska;
3. Any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law;
4. The person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations;
5. The indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and,
6. All terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy, or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid Participating Addendum has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

The Contractor and the State of Nebraska agree that any amendments executed by the Contractor and the Lead State subsequent to the execution of this Participating Addendum ("Subsequent Amendments") are not agreed to by the State of Nebraska until the State of Nebraska agrees in writing. The Contractor shall not be required to sign or provide written consent for the State to execute or incorporate any Subsequent Amendments.

G. VENDOR PERFORMANCE REPORT(S)

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Contractor regarding any such report. Contractor performance report(s) will become a part of the permanent record of the Contractor.

H. SEVERABILITY

If any term or condition of the Participating Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Participating Addendum did not contain the provision held to be invalid or illegal.

I. LIMITATION OF LIABILITY (CONSTITUTIONAL)

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language supplied with the Contractor's bid or in the final Participating Addendum.

J. IMPORTANT NOTICE LANGUAGE

Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014, will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

K. COPYRIGHT MATERIAL

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all Copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary".

L. PROPRIETARY INFORMATION

Pricing submitted within the existing Master Agreement and this Participating Addendum may not be marked as proprietary information. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Contractors submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such.

M. INSURER AND SURETY DISCLAIMER

The State of Nebraska, its officers, employees, and agents are not insurers or sureties for the Contractor. The State of Nebraska, its officers, employees, and agents shall not be liable for any judgement, settlement, damages or any other liability of the Contractor, regardless of amount, to the Lead State, other Purchasing or Participating Entities, or any and all other parties.

N. INDEMNIFICATION**1. GENERAL**

The Contractor agrees to defend, indemnify, hold and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgements, costs and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, to the extent arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against all third party claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, in lieu of indemnification, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against all third party claims to the extent arising out of withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

O. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Participating Addendum, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

P. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

Q. ASSIGNMENT, SALE, OR MERGER

Either party may assign the Participating Addendum upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Participating Addendum to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Participating Addendum until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this Participating Addendum and perform all obligations of the Participating Addendum.

R. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor shall allow Agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Participating Addendum. The Terms and Conditions, including price, of the Participating Addendum may not be amended.

The Contractor shall allow political subdivisions to use this Participating Addendum. The terms and conditions, including price, of this Participating Addendum shall apply. The State of Nebraska shall not be contractually or otherwise obligated or liable under any Participating Addendum entered into pursuant to this clause.

S. FORCE MAJEURE

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the Participating Addendum due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

T. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to State of Nebraska records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or State of Nebraska not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

U. EARLY TERMINATION

The Participating Addendum may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Participating Addendum at any time.
2. The State, at its sole discretion, may terminate the Participating Addendum for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Participating Addendum. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Participating Addendum immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60)

- calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g.** Contractor intentionally discloses confidential information;
- h.** Contractor has or announces it will discontinue support of the deliverable; and,
- i.** In the event funding is no longer available.

V. PARTICIPATING ADDENDUM CLOSEOUT

Upon termination of the Participating Addendum for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

- 1.** Transfer all completed or partially completed deliverables to the State;
- 2.** Transfer ownership and title to all completed or partially completed deliverables to the State;
- 3.** Return to the State all information and data, unless the Contractor is permitted to keep the information or data by Participating Addendum or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- 4.** Cooperate with any successor contactor, person, or entity in the assumption of any or all of the obligations of this Participating Addendum;
- 5.** Cooperate with any successor contactor, person, or entity with the transfer of information or data related to this Participating Addendum;
- 6.** Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, State of Nebraska, or a partnership.

The Contractor is solely responsible for fulfilling the Participating Addendum. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Participating Addendum. The personnel the Contractor uses to fulfill the Participating Addendum shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights, or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a Subcontractor to fulfill the terms of the Participating Addendum shall remain under the sole direction and control of the Contractor or the Subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Participating Addendum;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or Subcontractors or subcontractor's employees).

If the Contractor intends to utilize any Subcontractor, the Sub Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Participating Addendum without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Participating Addendum with a Subcontractor does not conflict with the terms and conditions of this Participating Addendum.

The Contractor shall include a similar provision, for the protection of the State, in the Participating Addendum with any Subcontractor engaged to perform work on this Participating Addendum.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Supplier who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the Participating Addendum.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent Federal program designated by the United States Department of Homeland Security or other Federal and State of Nebraska authorization to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Participating Addendum.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the Participating Addendum terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, State, and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Sub Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any Participating Addendum resulting from this ITB.

E. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

H. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

I. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

J. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

K. DRUG POLICY

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

III. PAYMENT**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Neb. Rev. Stat. §§ 73-501 through 73-509 states, " . . . payments shall not be made until contractual deliverable(s) are received and accepted by the State".

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the State of Nebraska requesting the services with sufficient detail to support payment. The Terms and Conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). Payment after Acceptance will be within forty-five (45) days following the date the goods are delivered or the date a correct invoice is received. The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. QUARTERLY UTILIZATION REPORT

The Contractor shall provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska utilization:

1. Contractor Name;
2. Nebraska Contract number 15922 OC;
3. Purchase order number;
4. Description; Quantity;
5. Price; and,
6. Agency Name.

These reports will be provided in Excel Format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

F. ADMINISTRATIVE FEE/REBATE

The Contractor agrees to provide a quarterly Administrative Fee ("Fee") to the Participating State/Entity. The Fee will be payable to the Participating State/Entity in an amount equal to zero-point two five percent (0.25%) of the net sales (net of any returns, credits, or adjustments) under this Addendum for the quarterly period. The Fee shall not be charged directly to the State, e.g., as a separate line item, fee, or surcharge, but shall be included in the contract's unit prices.

Payment of the Fee by check shall be made within forty-five (45) days after the end of each calendar quarter. In the event the Participating State/Entity can receive payment via electronic funds transfer, Contractor can pay the Fee within thirty (30) days after the end of each calendar quarter, in accordance with following:

<u>Period Ending</u>	<u>EFT Payment Option Due</u>	<u>Payment By Check Option Due</u>
December 31	January 31	February 15
March 31	April 30	May 15
June 30	July 31	August 15
September 30	October 31	November 15

Any changes to the established Fee amount will be requested by the State at least 30 days prior to the beginning of a quarterly period and Contractor will be allowed to adjust pricing to reflect the change in the Fee.

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

G. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

H. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

I. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

J. RIGHT TO AUDIT (Statutory)

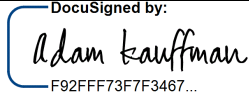
The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract (Neb. Rev. Stat. § 84-304 et seq.). The State may audit, and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the overpayment.. Overpayments owed to the State shall be paid within 90 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

6. **Subcontractors**: All contactors, dealers, and resellers authorized in the State of *Nebraska*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. **Orders**: Purchasing Entities may place orders under this Participating Addendum by referencing Contract 15922 OC. Any order placed by a Participating Entity or Purchasing Entity for a product

and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Nebraska	Contractor: VWR International, LLC
Signature:  DocuSigned by: F92FFF73F7F3467...	Signature:  DocuSigned by: 08DE5A8414234ED...
Printed Name: Adam Kauffman	Printed Name: Patrick McMahon
Title: DAS Materiel Administrator	Title: VP, Commercial
Date: 4/2/2024	Date: March 25, 2024

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Portfolio Manager:	Josh Descoteaux
Telephone:	
Email:	jdescoteaux@naspo.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]***

Appendix A

SCOPE OF WORK

I. Master Agreement Objectives

The purpose of this competitive solicitation is to develop contracts for the purchase of laboratory equipment and supplies. The RFP is requesting proposals on two (2) defined bands ("Bands") of laboratory equipment and supplies, as follows:

Band 1 FULL-LINE CATALOG of laboratory equipment and supplies, excluding microscopes. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

Band 2 MICROSCOPES

Offerors responding to Band 1, Full-Line Catalog and/or Band 2, Microscopes MUST accept orders from and extend contract prices to all 50 states and U.S. territories, to include qualified public entities and qualified non-profits.

II. Master Agreement Deliverables

A. BAND 1 – FULL-LINE CATALOG

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

B. BAND 2 - MICROSCOPES

Microscopes including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, workbenches, cameras, monitors, keyboards, mice, software, maintenance, and support etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

Student microscope
Monocular/Digital Compound Monocular microscopes
Binocular/Digital Compound Binocular microscopes
Trinocular Compound microscopes
Dual-View Binocular compound microscopes
Stereo/Digital stereo microscopes
Digital Zoom microscopes
Digital Imaging microscopes
Polarizing Microscopy Polarized Light microscopes
Electron Microscopy sample preparation
Confocal instruments
Inverted microscopes
Metallurgical microscopes
Gemological microscopes
Asbestos counting microscopes
Inspection System Stereo microscopes/projector microscopes
Video & Digital, Stereo and compound microscopes with viewing screens
EPI-fluorescent microscopes (binocular/trinocular and inverted models)
Digital microscope cameras
Measuring microscopes

Electron microscopes

A. Items Not Included In This Contract

The following items are NOT included in this RFP:

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

III. Contractor Responsibilities and Tasks

A. Ordering

1. Contractor must provide and maintain a toll-free phone number for order placement. At a minimum the buyer shall be able to place an order, inquire about orders, and be provided price and availability information. Contractor must establish a wait time to place an order of less than 3 minutes. The toll-free number must also provide customer service Monday-Friday, 8am-8pm EST.
2. Contractor must accept orders via email.
3. Contractor must provide and maintain an Internet-based ordering system consisting of a website that is accessible by both the Purchasing Entity and the Lead State, for the resulting contract. **This requirement is mandatory for Band 1 and optional for Band 2.** The web site, at a minimum, must:
 - a. Allow Participating Entities and Purchasing Entities to search Contractor's catalog based on key word, brand name, description, etc.
 - b. Provide List Price, Discount information and Contract Pricing for the Purchasing Entity (which may vary based on an individual state's Administrative Fee).
 - c. Allow Participating Entities and Purchasing Entities to place an order on-line, with a secure means for storing procurement card information.
 - d. Provide tracking/status information after an order is submitted.
 - e. Maintain a database for each Participating Entity. Purchasing Entities shall be identified by a unique number. The database shall include a comprehensive sales record that includes all sales for that Purchasing Entity for the life of the contract. The sales record shall include at a minimum: the date and status of each order (including the date of shipment); the quantity and pricing; as well as the contact information for the individual at the Purchasing Entity that placed the order.
 - f. Provide training materials and FAQs for use of the website and the contract, as well as troubleshooting tips.
 - g. Provide contact information for ordering, billing, credit, service, and other complaints/issues.
 - h. Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.
 - i. The awarded Contractor(s) will have a maximum of sixty (60) calendar days after award to post their fully functional NASPO ValuePoint webpage on their company website. Failure to meet the sixty (60) day requirement will be considered a default and may lead to cancellation of the award.

4. Back-Orders

Contractor must take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Purchasing Entities' facilities. Contractor shall provide communication for back-ordered and/or out-of-stock contracted items. Contractor shall provide assistance to accommodate alternative/substitution items for products that are back-ordered or out-of-stock. Contractor must make effort to provide a price match in the event that the substitution item price is greater than the back-ordered item contract price.

B. Packaging and Delivery

1. Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity.
2. For items ordered under Band 2, Contractor will ship within 45 days, unless otherwise agreed to by Purchasing Entity, after receipt of order (ARO).
3. All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Participating Entity. Contractor will be required to notify the Purchasing Entity within 24 hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Purchasing Entity may cancel the order without penalty, and make the purchase elsewhere.
4. Delivery FOB destination must be included in pricing, no additional delivery fees may be charged except for items identified below. If any items ordered have special packaging (e.g. dry ice, hazardous materials), handling (e.g. next day delivery required), lift gate delivery or a special pricing arrangement has been made between the manufacturer and the Participating Entity that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.
5. Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.
6. Any products offered with an applicable shelf life must be date stamped (including gloves).

C. Late Delivery And Failure To Deliver

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Master Agreement in accordance with all of the terms and conditions contained in the Master Agreement. Repeated failure to meet specified delivery requirements may result in Master Agreement termination, or the Lead State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Section III.B above but may agree to shorter timeframes with Purchasing Entities for specific orders.

D. Return of Items

1. Contractor Error

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

2. Purchasing Entity Error

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

E. Invoicing

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

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

F. Customer Account Numbers

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

G. State Purchasing Card

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards to a maximum payment value of ten thousand dollars (\$10,000).

H. Training

Contractor must provide training that covers basic use of the website, performing searches, ordering, invoicing, customer service tools, credits, etc. to all Purchasing Entities upon request (no more than one, one (1) hour training session per Purchasing Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc.

I. Records Maintenance and Reporting Requirements

Records Maintenance: Contractor must maintain books, records, documents, and other evidence pertaining to this Master Agreement as required in Attachment D.

Reporting Requirements: Contractor must provide summary and detailed usage reports as required in Attachment D and as required by individual states and Participating Entities.

J. Customer Service Requirements

The Contractor must offer sufficient customer service support to ensure timely delivery, competent technical support for the products, and profession and timely response and resolution to any issues.

K. Sustainability

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training.

L. Cost

1. Discounts to Remain Firm or Greater

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

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Participating Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and manufacturer that are applicable to future orders during the term of the Contract.

3. Price Lists and Updates

Contractor must furnish a "hard copy" and/or an electronic copy (at Lead State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy (Participating Entity's option) to all Purchasing Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section M below. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. SKUs shall be consistent, and Contractor shall document discontinued items in writing when submitting replacement products.

4. Price List Access

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

5. Additional Manufacturer Discounts

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

M. Price Changes

1. Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Participating Entities.
2. All discounts offered must remain firm or higher during the term of the contract.
3. Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The Lead State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the Lead State.

N. Audit Rights

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

O. Change In Contractor Representative

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

P. Contractor Insurance Requirements

The Contract shall minimally meet insurance requirements as defined in the Master Agreement. Participating Entities may have different insurance requirements.

Categories with Minimum Discounts

Category	Minimum Discount
2-Propano	82%
Acetone	75%
Alcohol	61%
Aluminum Fo	43%
Ammonium chlorid	64%
Anaerobic Systems	47%
Analyzers	22%
Antibodies	29%
Bags	55%
Balances and Scales	23%
Baths	27%
Beads	41%
Block Heaters	32%
Blood Lancets	38%
Boats	51%
Boiling Stones	68%
BORIC ACID 4% INDICATING 2	47%
Bottles	53%
Boxes	62%
Bromobenzene	31%
Bromothymol blue sodium sa	60%
Buffers	29%
Calorimeters	42%
Carts	66%
Cash and Check Handling Supplie	79%
Cell Counters and Flow Cytometer:	26%
Cell Culture Medi:	84%
Cell Culture Supplements and Additive	4%
Cell Scrapers	74%
Cell Strainers	76%
Centrifuges	24%
Chisels	1%
Chloroform-[D1	28%
Chromatography Column:	23%
Circulating Thermostat:	32%
Clamps	37%
Cleaning Agents	23%
Clinical Diagnostic System:	46%
Concentrators	43%
Condensers	62%
Coolers	66%
Cover Glasses	90%
Crucibles	62%
Culture Dishes	39%
Cylinders	40%
D(+)-Glucose	61%
Desiccators	60%

Dewars and Cryogenic Vessels	26%
Diethyl ether	82%
Digestion Systems	44%
Disposable Garments	40%
EDTA disodium sal	56%
Electrochemical Meters	22%
Electrodes	17%
Electrolytes	44%
Electrophoresis Gels	30%
Electrophoresis Reagents	29%
Electrophoresis Systems	77%
Embedding Cassette	67%
Environmental Test Kit	57%
Enzymes	2%
Ethidium bromide	46%
Ethyl acetate	89%
Evaporators	28%
Filters	11%
First Aid Supplies	65%
Flasks	40%
Fluorescamine	22%
FLUORIDE IC standard	61%
Forceps	81%
Formalin	91%
Freeze Dryers	35%
Freezers	21%
Frisker Radiation Detector F/Leak Test	66%
Fume Hoods and Enclosures	26%
Funnels	32%
Gas Detection Systems	50%
Gas Generators	6%
Gas Regulators	69%
General Purpose Sealing Film	65%
Glassware Washers	20%
Gloves	43%
Goggles	67%
GOTAG MDX TAG POLYMERASE	10%
Heaters	37%
Hexane	68%
Homogenizers	27%
Hot Hand Protectors	67%
Hydrochloric acid	56%
Hydrogen peroxide	64%
Hydrometers	60%
Incubators	26%
Iodine	42%
Iron(III) chloride	61%
Karl Fischer Titrants and Reagents	31%
L(+)-Ascorbic acid	60%
L-GLUTAMINE 200MM (100)	29%
Lids	77%
Lights	20%

Lubricants	70%
Magnesium sulfate	59%
Masks	93%
Media for Microbiology	38%
Methano	73%
Microplate Readers	8%
Microplate Washers	21%
Microplates	38%
Microtomes and Microtome Assemblies	44%
Mills	28%
Mortars and Pestles	55%
Notebooks	77%
Nucleic Acid Reagents	2%
Orthophosphoric acid	60%
Ovens	21%
Paper	90%
Paraffin wax blended with synthetic polymers	65%
Phenol : Chloroform : iso-Amyl alcohol	45%
PILOCARPINE HCL 99.68% CAS 54-71-7 50 mg	3%
Pipette Stands	67%
Pipette Tips	41%
Pipettes	22%
Polyethylene glycol 8,000	30%
Polysorbate 20	27%
Potassium hydrogen diiodate	60%
Potassium hydroxide	60%
Power Supplies	31%
Protein Purification	2%
Proteins and Peptides	11%
Pumps	33%
Razors and Blades	93%
Reagent Reservoirs	66%
REPLACEMENT DO SENSOR C	14%
Respirators	57%
Rulers	37%
Safety Glasses	76%
Sample Containers	78%
Samplers	80%
Scalpels and Scalpel Assemblies	51%
Scintillation Cocktail	26%
Scissors	47%
Seals	61%
Shakers and Mixers	26%
Sieves	75%
Silicone oil	32%
Silver nitrate	62%
Slides	63%
Sodium acetate	20%
Sodium hydroxide	61%
Spatulas	60%
Spectrophotometers and Photometers	16%
Spectrophotometers and Spectrometers	29%

Spill Control Material	60%
Spreaders	55%
Stains	74%
Standards	37%
Standards - anionic standards	60%
Standards - environmental analysis standards	58%
Startch	76%
Sterilizers	53%
Stirrers	35%
Stoppers	53%
Sulfuric acid	59%
Surface Protectors	25%
Swabs	52%
Tapes	89%
Test Paper	44%
Testing Chambers	43%
Tetrahydrofuran	81%
Thermal Cyclers	3%
Thermometers	52%
Titration	3%
TLC Developing Tank	22%
TLC Plates	56%
Transfection Reagents	1%
Transilluminators	56%
Trays/Dishes/Pots	77%
Trichloroacetic acid	55%
Triethylamine	59%
Tubes	45%
Tubing	31%
UV Crosslinkers	39%
VACUTAINER* Safety-Lok* Blood Collection S	53%
Vectors, Plasmids and Libraries	11%
Vials	40%
Water	61%
Weights	55%
White mineral oil (petroleum)	33%
Workwear	42%
Xylene	90%
Zinc sulfate	58%

RFP20232032

Attachment 1 Exhibit 2 - Band 2 Microscope Pricing - Amendment 1

Instructions:

The Offeror must respond with the following information (in yellow highlighted cells) for items proposed:

- **Discount Percent Off List:** Enter minimum discount percentage that will be applied to all catalog items.

Offeror Name: VWR International, LLC

1. Evaluation Plan Stage 3 Minimum Discount Off List

Minium Discount Percent Off List:		%
Product	Description	
470014-512	MICROSCOPE HM STD. CL 4X 10X 40X	56.42%
470014-544	DIG. MICROSCOPE HM SERIES STD. COMP CL	53.74%
470014-550	DIG. MICROSCOPE AP 3000 100X KOEHLER	53.56%
470014-534	MICROSCOPE AP RESEARCH TRINOC	55.95%
89404-468	VWR COMPOUND TRINOCULAR	45.65%
89404-478	VWR ZOOM BINOCULAR	54.37%
470346-268	ZOOM STEREO WITH 8 IN TABLET	34.32%
470222-468	MICROSCOPE DIGITAL TABLET SK100 SERIES	37.26%
470145-556	MICROSCOPE POLARIZING BOREAL	51.52%