

**CITY CLERK
ORIGINAL**

C-10251
09/03/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VWR INTERNATIONAL, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ^{September,} 3 day of 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and VWR International, LLC, a Delaware limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 1, 2012, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Consumable Laboratory Supplies and General Laboratory Equipment Contract, Contract No. ADSPO13-038938, which is attached hereto as Exhibit A. The Consumable Laboratory Supplies and General Laboratory Equipment Contract permits its cooperative use by other governmental agencies including the City. The Consumable Laboratory Supplies and General Laboratory Equipment Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 1, 2012, until the date the contract expires on December 31, 2015, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond December 31, 2016. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until December 31, 2015. The City, however, may renew the term of this Agreement for one (1) one-year period until the Cooperative Purchasing Agreement expires on December 31, 2016. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies identified in the Scope of Work.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-three thousand dollars (\$43,000).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

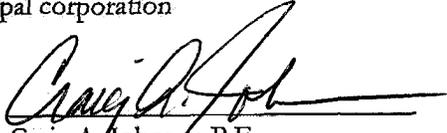
"City"

"Contractor"

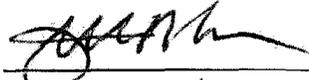
City of Glendale, an Arizona
municipal corporation

VWR International, LLC,
a Delaware limited liability company

By:


Craig A. Johnson P.E.
Water Services Directory

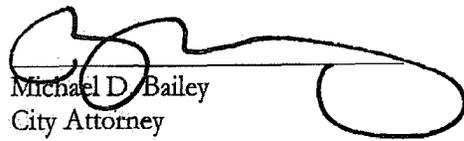
By:


Name: Jeff Rhodes
Title: Director, Contract Management

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VWR INTERNATIONAL, LLC**

EXHIBIT A

State of Arizona Contract No. ADSP013-038938
Consumable Laboratory Supplies and General Laboratory Equipment



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSAL

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER: ADHS12-00001052

SOLICITATION DUE DATE/TIME: October 20, 2011, 3:00 Arizona Local Time

Submit via ProcureAZ

SUBMITTAL LOCATION: <https://procure.az.gov/bsol/login.jsp>

DESCRIPTION: **Consumable Laboratory Supplies and General Laboratory Equipment**

PRE-OFFER CONFERENCE:	<u>September 29, 2011</u>	<u>10:00 am</u>	<u>1740 West Adams Street Conference Room 204 Phoenix, Arizona 85007</u>
	Date	Time	Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system, Procure.az.gov (ProcureAZ). Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late proposals will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Rebecca O'Brien, Senior Procurement Specialist
Arizona Department of Health Services
(602) 364-2116
E-mail: Rebecca.O'Brien@azdhs.gov

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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. "Contractor" means any person who has a Contract with the State.
5. "Days" means calendar days unless otherwise specified.
6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. "Offer" means Offer, proposal or quotation.
8. "Offeror" means a vendor who responds to a Solicitation.
9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. "Solicitation" means an Invitation for Offers ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. "Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries

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concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for Offers.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to

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submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.1. Invitation for Offers. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
 - 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement

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activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors; and
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

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D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

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5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;
 - 7.2. Reject any and all Offers or portions thereof; or
 - 7.3 Cancel the Solicitation.

F. Award

1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;

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4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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A. Pre-Offer Conference

Prospective Offerors are invited to attend a Pre-proposal Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Request for Proposals (RFP) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

B. Proposal Requirements:

One electronic copy of the proposal shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (MicrosoftWord 2000, XP, or 2003), xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and .pdf (Adobe Acrobat portable documents format).

The responses shall be typed using a 12-point font and single spaced. Each proposal shall include their response as an attachment. The material should be in sequence and organized as outlined below and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Offerors shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments. On each document, insert a Footer that specifies: Name of the Offeror, Name of the Attachment, the Solicitation Number, and Page Number. Any Offeror asked to participate in negotiations and Final Proposal Revision process shall submit any requested information via ProcureAZ in the same manner as for the original Proposal submission.

The ADHS will not provide any reimbursement for the cost of developing a response to this RFP. The Offer shall include at least the following information:

1. Table of Contents: The Offeror shall provide page numbers for each section of the proposal.
2. Signed Offer and Acceptance signed by authorized person.
3. Executive Summary: A brief overview of the project as described in the Specifications. The Executive Summary shall be no more than two (2) pages.
4. Method of Approach (Methodology)
 - 4.1 The Offeror shall prepare and submit a written narrative describing the method of approach that will be used to meet the following requirements:
 - 4.1.1 Special Terms and Conditions, Provision V, Online Catalog and Electronic Ordering System,
 - 4.1.2 Special Terms and Conditions, Provisions BB and CC, New Products and Product Discontinuance, and
 - 4.1.3 Scope of Work, Provision Five (5), Requirements.
5. Pricing: The Offeror shall complete the item tab indicating the minimum discount amount offered. Additionally, the Offeror shall provide as an attachment a comprehensive list which

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includes the percentage (%) discount for each category of items or products being offered. The Offeror shall also complete the hourly rate for the maintenance and repair items in the Items Tab.

6. References

Offeror shall provide three (3) references including past similar contracts that support the Offeror's abilities to provide the proposed services. Use the format on Attachment 1 and include the letter of reference or supports and upload as an attachment. The ADHS personnel shall not be provided as a reference.

7. Exhibit One (1) labeled "Core Item and Equipment List" under the Attachments tab of the Offer is provided for informational purposes. This listing provides examples of items previously purchased.

C. Proposal Organization and Requirements:

The Proposal shall be organized in the following order:

1. Table of Contents,
2. Offer and Acceptance Form signed by authorized person,
3. Acknowledgement in ProcureAZ of any Solicitation Amendments issued, if applicable,
4. Executive Summary,
5. Methodology of Approach (Methodology),
6. Complete Items Tab in ProcureAZ. **There will be a generic item under the Items tab of the Offer; Offerors shall enter the minimum discount %. This will enable the Offeror to submit a response to the Offer through ProcureAZ.** Offerors will also need to enter hourly rate for the repair and maintenance items under the Items tab.
 - 6.1 The State anticipates multiple awards and Offerors should complete pricing for items Offeror manufacturers or supplies as a reseller or distributor. This is not an all or nothing solicitation.
 - 6.2 The Offeror's pricing shall be based on a percent of discount off of a nationally published manufacturer's price list. The Offeror shall provide as an attachment a summary of the products or categories that are being offered with the percent of discount for the product or category.
 - 6.3 The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Offeror submit any additional discount percent (%) from list price for those eligible agencies who may implement this system. (Refer to Provision M, **Online Catalog and Electronic Ordering System (Punch-Out)**).
 - 6.4 Additional aggregate volume discounts. (Refer to Provision N, **Discounts (Aggregate)**).
7. References,
8. Other attachments, and

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9. Notices to Contractors, Page Forty-One (41) of the Specifications.

D. Proposal Opening:

Offers received by the due date and time will be opened on ProcureAZ. The name of each Offeror will be publicly available. Offers will not be subject to public inspection until after Contract award.

E. Evaluation Criteria:

In accordance with the A.R.S. § 41-2533, Competitive Sealed Offers, awards shall be made to the responsible Offeror(s) whose Offer(s) is(are) determined in writing to be the most advantageous to the ADHS based upon the evaluation criteria listed below.

1. Cost – percentage discount from published catalog pricing and hourly rate for equipment maintenance and repair,
2. Conformance to the Uniform and Special Instructions to Offerors, Uniform and Special Terms and Conditions and Specifications, and
3. Method of Approach.

F. Confidential Information:

1. If a person believes that an Offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the person believes remains confidential.
2. The information identified by the person as confidential shall not be disclosed until the Director makes a written determination.
3. The Director shall review the statement and information and shall determine in writing whether the information shall be withheld.
4. If the Director determines to disclose the information, the Director shall inform the Offeror in writing of such determination.

G. Inclusive Offerors:

If the Offeror uses subcontractors, Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of Contract utilization and how this effort will be administered and managed, including reporting requirements.

H. Offshore Performance of Work Prohibited:

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall

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be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractor at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

I. Federal Immigration and Nationality Act:

1. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
2. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
3. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

J. Suspension or Debarment:

The State may, by written Notice to the Contractor, immediately terminate any contract awarded under this solicitation if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contractor shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the state.

- K.** All questions regarding this solicitation shall be submitted within the State of Arizona's online procurement system ProcureAZ, website located below, no later than five (5) calendar days prior to the IFB due date.

<https://procure.az.gov/bsol/login.jsp>

L. Eligible Agencies (Statewide):

This Contract shall be for the use of all State of Arizona departments, agencies, Commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion.

M. Online Catalog and Electronic Ordering System (Punch-Out):

1. The State intends to use an online catalog for the majority of the purchases made from this Contract. The Contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include:

- 1.1 Access by standard web browsers;

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- 1.2 Product information such as unit of measure, item status, price, description and photos;
 - 1.3 Item status inquiry functionality that provides stock availability;
 - 1.4 Order tracking;
 - 1.5 Help functionality;
 - 1.6 Online catalog and price list shall reflect current catalog/price list and Contract pricing; and
 - 1.7 The online ordering catalog shall be capable of restricting or blocking the purchase of excluded items.
2. The Contractor shall provide access to and interconnectivity with the State's eProcurement System (ProcureAZ) for the purpose of allowing authorized State system users to "Punch-Out" of the State's eProcurement system, and select Contract products and services directly from the Contractor's website, and return to the State's system with pre-populated order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their punch-out connection. Contractor shall have G2B Punchout operational within six (6) months of award.
 3. The cost associated with set-up, maintenance and support shall be borne by the Contractor.
 4. The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Offeror submit any additional discount percent (%) from list price for those eligible agencies who may implement this system.

N. Discounts (Aggregate)

Offerors shall provide a specific percentage for volume breaks as described below.

1. These additional discounts shall be based on the total annual cumulative statewide sales under this Contract.
2. Additional discount(s) shall be applied to all Contract orders placed in the second year. The effective day shall be no later than ninety (90) days after the end of the first year Contract begin date and each additional year thereafter.
3. The first year, discounts shall be offered based upon past history and data (if available).
4. At the end of the first Contract year and following thereafter, the applicable aggregate volume discount to be applied during subsequent years shall be calculated based upon the total annual aggregated dollar value of business placed with Contractor in the prior contract year.
5. Contract sales shall be tracked by supplier reports, electronic data, and other contract expenditure reports that are available to the State.

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1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all

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costs incurred by the State for testing and inspection.

- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. **Scrutinized Businesses.** In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

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3.12 Offshore Performance of Work Prohibited.

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

4. **Costs and Payments**

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

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

4.3. Applicable Taxes.

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

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

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

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

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

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

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

4.5.2. Cancel the Contract; or

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

5. **Contract Changes**

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work

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or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-

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intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

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- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy.

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available to it.

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

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the

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property of and be delivered to the State on demand.

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the Department of Health Services (ADHS), on behalf of the State of Arizona (State), intends to establish a Contract for the materials or services as listed herein.

B. Term of Contract (3 Years)

The term of any resultant Contract shall commence on January 1, 2012 or upon signature, whichever is later, and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The Contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years

D. Contract Type

Fixed Price

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Price Adjustment

1. Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment
2. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers or any Special Promotional Pricing offered. Price reductions will become effective upon execution of a Contract amendment.

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H. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

I. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

J. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

K. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

L. Payment Procedures

The State accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Vendor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

M. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by any Accounting and Auditing Procedures Manual used by an ordering State agency or other eligible entity funded programs shall be used by the Contractor in the management of Contract funds and by the State or any other ordering entity when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

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State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

N. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the State or any other eligible entity. The State or any other eligible entity may withhold payment for services that are deemed to not meet Contract standards.

O. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of the State unless a) the Purchase Order is changed or modified with an official Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

P. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

Q. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or

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alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona

R. Insurance Requirements

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

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

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1 **Commercial General Liability – Occurrence Form**

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

1.1.1	General Aggregate	\$2,000,000
1.1.2	Products – Completed Operations Aggregate	\$1,000,000
1.1.3	Personal and Advertising Injury	\$1,000,000
1.1.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
1.1.5	Fire Legal Liability	\$ 50,000
1.1.6	Each Occurrence	\$1,000,000

1.1.2 The policy shall be endorsed to include the following additional insured language:
"The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect

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to liability arising out of the activities performed by or on behalf of the Contractor".

1.1.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2 Worker's Compensation and Employers' Liability

1.2.1 Workers' Compensation Statutory

1.2.2 Employers' Liability

1.2.2.1 Each Accident \$ 500,000

1.2.2.2 Disease – Each Employee \$ 500,000

1.2.2.3 Disease – Policy Limit \$1,000,000

1.2.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2.4 This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

3. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

S. Health Insurance Portability and Accountability Act of 1996

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

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to offer by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of

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performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

T. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
 - 1.2 Alternative methods to ensure there are products in the supply chain; and
 - 1.3 An up to date list of company contacts and organizational chart
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S 41-2537 of the Arizona Procurement Code; and
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).
- 3 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

U. Contractor Performance Reports

The State shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The ADHS Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the ordering entity for approval of the plan.

V. Online Catalog and Electronic Ordering System (Punch-Out)

- 2 The State intends to use an online catalog for the majority of the purchases made from this contract. The Contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include:
 - 1.7 Access by standard web browsers;

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- 1.8 Product information such as unit of measure, item status, price description and photos;
 - 1.9 Item status inquiry functionality that provides stock availability;
 - 1.10 Order tracking;
 - 1.11 Help functionality;
 - 1.6 Online catalog and price list shall reflect current catalog/price list and Contract pricing; and
 - 1.7 The online ordering catalog shall be capable of restricting or blocking the purchase of excluded items.
- 5 The Contractor shall provide access to and interconnectivity with the State's e-Procurement System (ProcureAZ) for the purpose of allowing authorized State system users to "Punch-Out" of the State's e-Procurement system, and select Contract products and services directly from the Contractor's website, and return to the State's system with pre-populated order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their punch-out connection
 - 6 The cost associated with set-up, maintenance and support shall be borne by the Contractor.
 - 7 The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Contractor submit any additional discount percent (%) from list price for those eligible agencies who may implement this system.

W. Administrative Fee

1. Statewide Contractors shall assess an administrative fee in the amount of one percent (1%) against the sales receipts (payments received) from members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. An updated list of State Purchasing Cooperative members may be found at the following URL: <http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>
- 3 At its option, the State may expand the applicability of this fee. The Contractor shall remit the administrative fee to the State quarterly, to the following address and recipient. Arizona Department of Administration State Procurement Office Attention: 'Statewide Contract Administrative Fee' 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007. Administrative fees are due no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed.
4. The submission schedule shall be as follows: January through March (Q1) – Due by April 30th; April through June (Q2) – Due by July 31st; July through September (Q3) – Due October 31st; October through December (Q4) – Due January 31st.
5. Administrative fees shall be included in the Contract's unit prices for all products and services sold under the Contract. Contracts shall not have separate pricing for State agency customers and members of the State Purchasing Cooperative. Administrative fees

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shall not be assessed separately in the Contract or within any invoice issued under the Contract, in the form of a separate line item. The Contractor's failure to remit administrative fees in a timely manner or remit fees inconsistent with the Contract's requirements may result in the State exercising any recourse available under the Contract or as provided for by law.

X. Eligible Agencies (Statewide):

This Contract shall be for the use of all State of Arizona departments, Agencies, Commissions and boards. In addition, eligible universities, political subdivisions, including but not limited to, cities, counties, school districts and other qualified members may participate at their discretion.

Y. Discounts (Aggregate)

Contractors shall set forth a specific percentage for volume breaks as described below. These additional discounts shall be based on the total annual cumulative statewide sales under this Contract. Additional discount(s) shall be applied to all Contract orders placed in the second year. The effective day shall be no later than ninety (90) days after the end of the first year contract begin date and each additional year thereafter. The first year, discounts shall be offered based upon past history and data (if available). At the end of the first contract year and following thereafter, the applicable aggregate volume discount to be applied during subsequent years shall be calculated based upon the total annual aggregated dollar value of business placed with Contractor in the prior contract year. Contract sales shall be tracked by supplier reports, electronic data, and other contract expenditure reports that are available to the State.

Z. Shipping (FOB DESTINATION)

1. Prices shall be F.O.B. destination, inside delivery, to the delivery location designated at time of order and submission of Purchase Order. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State or eligible participating entity will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.
2. Products shipped shall be identified with batch or lot identification. Participating Agencies and other entities reserve the right to randomly sample shipment(s) received and reject shipment(s) that does not meet specifications.
3. Contractor shall not charge additional shipping costs if an order is split due to items in back order status or order is split for the Contractor's shipping convenience.
4. Products shipped from 3rd party vendors cannot include shipping charges unless the ordering entity ordered less than the minimum fifty dollar (\$50.00) order.
5. Shipping charges are permitted for the following: less than minimum order and shipment of equipment or hazardous materials. Contractor shall ensure that all items be delivered F.O.B. destination, inside delivery, freight prepaid with transportation charges allowed and added as a separate item on the invoice. A copy of the shipping company's invoice with actual shipping charges shall be included with the invoice.

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6. Hazardous or flammable chemicals may ship by the best method that meets the Federal Department of Transportation regulations. Hazardous or flammable chemicals will be identified as such in the catalog.
7. No fuel surcharges are permitted.

AA. Delivery

Delivery shall be made within seven (7) working days after receipt of order, unless other delivery dates are required to meet the needs of the State or eligible participating entity. Orders will be placed by a representative of the State or eligible participating entity referencing a purchase order number issued by the Procurement Office.

BB. New Products

New products or equipment announced by manufacturers on Contract may be submitted by the Contractor for add-on to the existing Contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

CC. Product Discontinuance

In the event that a manufacturer discontinues a product, or groups of products, the State at its sole discretion may allow the Contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the Contract. The request may be submitted at any time during the Contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

1. A formal announcement from the manufacturer stating that the product(s) or equipment has been discontinued;
2. Documentation from the manufacturer that cites the effected products by item number and description;
3. Documentation from the manufacturer that names the replacement product(s) or equipment;
4. Documentation that provides clear evidence that the replacement product(s) or equipment meets or exceeds the specifications of the discontinued product(s) or equipment while remaining in the same product group(s) as the discontinued item;
5. Documentation confirming that the price for the replacement product(s) or equipment are the same as or less than the discontinued item;
6. Approval shall be in the form of a Contract Amendment and shall become effective on the date specified in the Amendment. Upon approval by the State, the Contractor shall make available all electronic price list updates to all eligible entities at no additional cost to the State.

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1. BACKGROUND

It is the intention of the Arizona Department of Health Services (ADHS), on behalf of the State of Arizona, to enter into contracts for consumable laboratory supplies and general lab equipment as a statewide contract for use by all eligible State Agencies, eligible universities, political subdivisions and school districts may participate at their discretion.

2. OBJECTIVE

Provide consumable laboratory supplies, general lab equipment and maintenance for new equipment purchased under this contract.

3. SERVICE RECIPIENTS

All eligible State Agencies and other eligible participating entities.

4. SCOPE OF WORK

The Contractor shall provide consumable laboratory supplies and general laboratory equipment, including but not limited to, the following categories as defined by the National Institute of Government Purchasing (NIGP) Commodity Codes, providing the item cannot be ordered from another previously awarded State Contract.

- 4.1 490 – Laboratory Equipment, Accessories and Supplies: General Analytical and Research for nuclear, optical and physical;
- 4.2 493 – Laboratory Equipment, Accessories and Supplies: Biochemistry, Chemistry, Environmental Science, etc.;
- 4.3 495 – Laboratory Equipment, Accessories and Supplies: Biology, Botany, Geology, Microbiology, Zoology, etc.;
- 4.4 193 – Laboratory Reagents and Tests (Blood Grouping, Diagnostic, Drug Monitoring, etc.);
- 4.5 175 – Chemical Laboratory Equipment and Supplies;
- 4.6 430 – Gases, Containers, Equipment: Laboratory, Medical and Welding;
- 4.7 780 – Scales and Weighing Apparatus;
- 4.8 938 – Equipment Maintenance and Repair Services for Laboratory and Testing Equipment for new equipment purchased under this Contract only and not for any existing equipment; and
- 4.9 Catalog listings at a minimum shall include:
 - 4.9.1 Microbiology;
 - 4.9.2 General Lab supplies, glass wear, bottles and tubes;
 - 4.9.3 Chemistry products;
 - 4.9.4 Blood Alcohol supplies;
 - 4.9.5 General Lab;
 - 4.9.6 Injection supplies;

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- 4.9.7 Mass Spectrometer supplies;
- 4.9.8 DNA supplies;
- 4.9.9 Trace supplies;
- 4.9.10 DNA/Serology supplies;
- 4.9.11 Laboratory Processing Services (LPS) supplies;
- 4.9.12 Toxicology supplies;
- 4.9.13 Controlled substance unit supplies;
- 4.9.14 Gas Chromatograph and Gas Chromatograph / Mass Spectrometer supplies; and
- 4.9.15 Gas line filter station supplies.

5. REQUIREMENTS

5.1 Equipment

- 5.1.1 All equipment, materials, parts and other components covered by this Contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this Contract shall be performed in a skilled and workmanlike manner.
- 5.1.2 The Contractor shall repair or replace any parts that fail while under warranty.
- 5.1.3 The Contractor shall provide loaner equipment until repairs or replacement can be completed. Repair or replacement shall be made within seven (7) working days after receipt of the request.

5.2 Equipment Installation

- 5.2.1 Pricing for all equipment installation shall be included. The State shall not incur additional costs. Installation shall include all electrical hook-up, testing procedures and operator training. Any and all work under this Contract shall be performed in a skilled and workmanlike manner.

5.3 Equipment Manufacturer Warranty

- 5.3.1 All items shall be covered by the manufacturer's standard warranty. Contractor shall provide a copy of the warranty at delivery and installation of any equipment.

5.4 Equipment Maintenance Facilities

- 5.4.1 Contractor shall provide service for all ordering entities in the State of Arizona. Contractors are not required to provide a dealer/facility located in each County. At a minimum, a dealer/maintenance facility shall be located in the major metropolitan areas (thirty (30) mile radius) of Phoenix, Flagstaff and Tucson.

5.5 Onsite Equipment Repair and Maintenance

- 5.5.1 Provide full support including labor, travel and parts to the instrumentation and/or equipment purchased under this Contract;

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- 5.5.2 Schedule the visits in advance with the each ordering entity by calling the appropriate personnel at the number provided by each entity;
- 5.5.3 Provide manufacturer authorized and trained service technician to be on site within forty-eight (48) hours or less from the time a support telephone call is placed by the ordering entity;
- 5.5.4 Provide quality maintenance that demonstrates consistency, reliability and availability of service work at all times. All maintenance shall be guaranteed to be free of defects in workmanship or Contractor shall provide service to correct any defects in workmanship at no additional cost to the ordering entity;
- 5.5.5 All parts and labor that are found to be defective shall be fixed or replaced immediately at no additional cost to the ordering entity;
- 5.5.6 Provide replacement parts, which may be new or reconditioned for all defective parts. All new replacement parts shall be delivered in their original packaging. All reconditioned parts shall be visibly marked as such;
- 5.5.7 Permit an unlimited number of service calls under this Contract;
- 5.5.8 Provide unlimited telephone technical support for the State. Contractor telephone support shall be during standard business hours, Monday through Friday from 8:00 am to 5:00 pm local Arizona time excluding State observed holidays or specify the hours of operations of Contractor support center if located in other time zones. A service telephone support call back to the staff shall be not more than a four (4) hour time frame from the time the call is placed;
- 5.5.9 Provide web-based online help and Frequently Asked Questions as an additional form of customer services;
- 5.5.10 Provide local sales representation for assistance with Contract administration, if needed;
- 5.5.11 Provide emergency service call within twenty-four (24) hours, if needed and requested by the ordering entity;
- 5.5.12 Provide on-site training for the ordering entity in the performance of general test procedures, equipment operation and preventive maintenance procedures as needed;
- 5.5.13 Guarantee all manufacturer replacement parts that fail will be replaced promptly without additional cost to ADHS. Contractor will warrantee the replacement part according to current industry standards. All labor will have a minimum thirty (30) day warranty;
- 5.5.14 Make the arrangements to transport or ship the instrument off-site and back again if it is determined that repairs cannot be completed on-site. This shall be at no additional cost to the State ordering entity; and
- 5.5.15 Observe and obey all posted safety rules and visitor protocols while on-site.

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5.6 Inventory

5.6.1 The State of Arizona and all eligible participating agencies have an ongoing requirement for the consumable laboratory supplies and general laboratory equipment under this Contract. The Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Back orders shall be kept to a minimum and will be treated as items to be expedited at the Contractor's expense when the inventory becomes available.

5.6.2 The State or ordering entity may cancel an item that has been in back order for what the State determines to be an unreasonable amount of time or the item(s) has been sourced by another means to meet the State's ability to provide service. The Contractor shall not penalize the State or ordering entity with any additional fees for cancelling the order.

5.7 Training

5.7.1 The Contractor shall provide training, as requested, to any laboratory personnel of participating Agencies, or other entities, to assure proper operation and utilization of the equipment supplied. All manuals necessary for the required training shall be furnished by the Contractor at the time of order at no additional cost to the State.

5.7.2 Training may be web based, video conferencing or in person.

5.8 Defective Products

5.8.1 All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the State within seven (7) days of initial notification.

5.9 Consumable Products

5.9.1 Delivery of all Consumable supplies for testing shall be made within ten (10) days of receipt of a Contract Release Order / Purchase Order. All consumable or perishable products for testing and test kits shall have a minimum of six (6) months shelf life OR longer from time of delivery. Items with a shelf life less than six (6) months shall be identified by the Contractor at the time of order.

5.10 Minimum Order Value

5.10.1 The Contractor shall not require a minimum dollar value of any orders to be issued under this Contract. However, all orders of fifty dollars (\$50) or higher shall be shipped at no additional cost above the discounted catalog cost for the item.

5.11 Shipping

5.11.1 Products shipped shall be identified with batch or lot identification. Participating Agencies and other entities reserve the right to randomly sample shipment(s) received and reject shipment(s) that does not meet specifications

5.11.2 Prices shall be F.O.B. destination, inside delivery, to the delivery location designated at time of order and submission of Purchase Order. Contractor shall retain title and control of all goods until they are delivered and the Contract of

SPECIFICATIONS

SOLICITATION NO: ADHS12-00001052

coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State or eligible participating entity will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

- 5.11.3 Contractor shall not charge additional shipping costs if an order is split due to items in back order status or order is split for the Contractor's shipping convenience.
- 5.11.4 Products shipped from 3rd party vendors cannot include shipping charges unless the ordering entity ordered less than the minimum fifty dollar (\$50.00).
- 5.11.5 Shipping charges are permitted for the following: less than minimum order and shipment of equipment or hazardous materials, Contractor shall ensure that all items be delivered F.O.B. destination, inside delivery, freight prepaid with transportation charges allowed and added as a separate item on the invoice. A copy of the shipping company's invoice with actual shipping charges shall be included with the invoice
- 5.11.6 Hazardous or flammable chemicals may ship by the best method that meets the Federal Department of Transportation regulations. Hazardous or flammable chemicals will be identified as such in the catalog
- 5.11.7 No fuel surcharges are permitted.

5.12 Guarantee

- 5.12.1 Contractors shall guarantee their product. Any product received damaged or unusable shall be replaced by the Contractor at no additional cost to the State.

5.13 Packaging

- 5.13.1 All items shall be delivered in the manufacturer's standard package.
- 5.13.2 Each shipment shall include a packing slip showing the Contract number and the quantity being shipped. All invoices and shipments issued under this Contract will identify and reference the Purchase Order number. Any shipments received without a Purchase Order Reference number on all shipping cartons will not be accepted.

5.14 Item Samples

- 5.14.1 Samples of items, when requested by any participating Agency, or other eligible entity, shall be submitted within seventy-two (72) hours, unless otherwise specified by the ordering entity. Samples shall be furnished at no expense to the State and shall be identified as to the supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at the Contractor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after receipt.

5.15 Product Return

- 5.15.1 Contractor shall accept any or all unused product(s), in their original container or package, for exchange or credit at the current Contract price during the Term of this Contract with no restocking fee. All product(s) will be returned in a timely manner during the period of the Contract. Proof of purchase will be attempted, but

SPECIFICATIONS

SOLICITATION NO: ADHS12-00001052

shall not be required. A full refund shall be issued for all unused product(s) returned to the Contractor up to ninety (90) days after Contract expiration. A credit may be issued only if there is an existing sale pending. Credit to any Agency account will not be accepted after Contract expiration. The Contractor shall issue a check for full reimbursement to the Agency, or participating entity. The Contractor shall provide the shipping label for the item(s) to be returned.

- 5.15.2 Special order items may be returned with a restocking fee of not more than ten percent (10%) of the value of the item ordered
- 5.15.3 If an item is ordered in error and returned, the item shall be returned at the State's or ordering entity's expense and any restocking fee shall not exceed ten percent (10%) of the value of the item ordered.

5.16 Product Discontinuance

- 5.16.1 In the event that a manufacturer discontinues a product or groups of products, the State at its sole discretion may allow the Contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the Contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.
- 5.16.2 A formal announcement from the manufacturer stating that the product(s) have been discontinued.
- 5.16.3 Documentation from the manufacturer that cites the effected products by item number and description.
- 5.16.4 Documentation from the manufacturer that names the replacement product(s).
- 5.16.5 Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- 5.16.6 Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.
- 5.16.7 Approval shall be in the form of a Contract Amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

5.17 Equipment Options

A request for the addition of options to particular machines previously purchased as new under this Contract may be submitted at any time during the Contract period. The State, at its own discretion, may accept a request for the addition of options. The Contractor shall submit, in writing, a request for the addition of options and provide the following:

- 5.17.1 Documentation showing that the option was:
 - 5.17.1.1 Not available for the Contract machine at the original award date for the Contract and has not been available for more than thirty (30) days prior to the request, or;
 - 5.17.1.2 The option is made available due to a model substitution.

SPECIFICATIONS

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- 5.17.2 The option is priced at a similar discount to the original options at the original award date for the Contract. Manufacturer's price lists and Contractor pricing data shall be submitted as documentation.
 - 5.17.3 The option is an enhancement to the machine that will be beneficial to the State and does not significantly hinder the original performance of the machine, as determined by the State.
 - 5.17.4 The option does not change the original requirements of the category for which the machine was awarded, as determined by the State. All additions of options shall become effective upon approval of the State.
- 5.18 Website
- 5.18.1 Provide a Contractor website that includes, at a minimum, the ability to track an order and browse capabilities by product code, brand name, description or other key words.
 - 5.18.2 Hazardous or flammable chemicals shall be identified as such in the catalog.
 - 5.18.3 All environmentally "Green" products shall be identified as such in the catalog. "Green" products are defined as goods that are considered to inflict minimal or no harm to the environment
- 5.19 Quotes and Order Confirmation for Products and Equipment
- 5.19.1 All quotes shall include the list price, discount and net Contract pricing. Quotes shall also reference the State Contract number.
 - 5.19.2 An order confirmation shall be provided by fax, email, or through an acknowledgement in ProcureAZ.
- 5.20 Special Packaging or Shipping
- 5.20.1 All items that require special packaging or shipping shall be identified as such in the catalog so the eligible entity ordering the equipment is aware of this requirement.
 - 5.20.2 The State will pay expedited shipping costs, such as overnight or priority, if an item is requested as a Rush Order at the time of order placement.
- 5.21 Invoices
- 5.21.1 Invoices shall include the Contract number, ordering entity identifier account number, item, manufacturer, quote number, date ordered, delivery date, item description, model or catalog number, list price, discount percentage and net price.
 - 5.21.2 If Sales Tax or Use Tax is permitted, tax shall be on a separate line and be identified as by type and percentage.
 - 5.21.3 If shipping costs are permitted, the charges will be added as a separate item on the invoice at the actual costs incurred and shipper invoice showing the actual costs shall be attached.

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6. ADDITIONAL REQUIREMENTS AT CONTRACT AWARD

Items to be provided by the Contractor:

- 6.1 Licenses and certifications for each service technician providing service for equipment purchased under this Contract, if requested; and
- 6.2 Upon award, but no later than five (5) days of Contract award and prior to any purchase by any entity, a current and valid Certificate of Liability Insurance that exactly matches the language specified in the Special Terms and Conditions.
- 6.3 Manufacturer authorized and trained service technicians.
- 6.4 At Contract award, Contractor, whether as manufacturer or dealer, reseller or distributor, shall submit a letter from the manufacturer covering in detail the requirements that a dealer must meet to be classified as an authorized dealer by the manufacturer prior to the Contract award date.
 - 6.4.1 The letter shall include minimum requirements, such as factory training, spare parts inventory, which a dealer must meet to sell individual products in the product line of the manufacturer.
 - 6.4.2 If providing equipment under this Contract and the Contractor is not the manufacturer, the Contractor shall provide only equipment that has been obtained via written authorization from the manufacturer. The Contractor shall be a Manufacturer Authorized Reseller/Partner Certified. Contractor shall provide a copy of the Reseller or Partner Certification number.

7. ADHS DELIVERABLES

State staff will:

- 7.1 Be trained in the operations and maintenance of the equipment;
- 7.2 Comply with the provisions of the equipment manuals in operating and maintaining the equipment;
- 7.3 Cooperate with the Contractor in correcting any malfunctions; and
- 7.4 Make the equipment readily accessible to the service technician on routine and emergency visits.

8. APPROVALS

- 8.1 All work performed under this Contract and invoices shall be approved by each ordering State Agency or other eligible entity.

9. REPORTS AND DELIVERABLES

The following reports shall be required by the Contractor to fulfill the Contract obligations. Other reports may be requested by the Agency, or participating entity, and shall be mutually agreed upon in writing as an Amendment to the Contract.

SPECIFICATIONS

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9.1 Usage Reports: The Contractor shall furnish to any participating Agency, a usage report delineating the purchase activity governed by the Contract. The format of the report shall be approved by the participating agency and shall disclose the number and the dollar value of each Contract item by individual purchasing unit and item.

10. NOTICES, CORRESPONDENCE AND REPORTS

10.1 Invoices shall be submitted to each State agency or eligible participating entity on a "by order" basis within thirty (30) days after the end of each month. Invoices shall be itemized by the service provided, including, but not limited to, all contracted rates, and any fees agreed upon at the time the Contract is issued.

10.2 Invoices shall be paid by each State Agency or eligible participating entity within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, State Agency or eligible participating entity will pay the undisputed part according to the payment terms described above.

10.3 Notices, Correspondence and Reports from State Agency or eligible participating entity to the Contractor shall be sent to:

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

10.4 Payments from State Agency or eligible participating entity to the Contractor shall be sent to:

Contractor _____
Attention: _____
Address _____
Address _____
City, State, ZIP _____
Phone _____
Fax _____
Email _____

	Offer and Acceptance		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams Street Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	SOLICITATION NO: ADHS12-00001052	PAGE 42	
	OFFEROR: VWR International, LLC	OF 43	

OFFER

TO THE STATE OF ARIZONA:

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

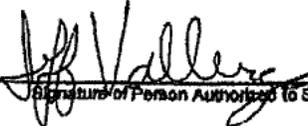
Arizona Transaction (Sales) Privilege Tax License No:
[REDACTED]

Federal Employer Identification No:
[REDACTED]

Phone: 877-897-6377 191171 Fax: 480-491-1712

VWR International, LLC

Company Name


 Signature of Person Authorized to Sign Offer

3745 Bayshore Blvd.

Address

Jeff Vallerga

Printed Name

Brisbane

CA

94005

Region Manager

Title

City

State

Zip

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.6 or A.R.S. §§ 41-1481 through 1485.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. In accordance with A.R.S. §35-391.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
5. In accordance with A.R.S. §35-393.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

ACCEPTANCE OF OFFER

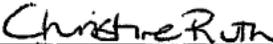
The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
 Awarded this

28th day of December

2011



Procurement Officer

ATTACHMENT ONE (1)
SOLICITATION NO: ADHS11-00000702

OFFEROR'S REFERENCES

(Three references are required)

Do not use references from any past or current contracts with ADHS. Do not use any current ADHS employee as a reference.

Contract Title:

Contract Term/Dates of Work: (Month/Date/Year) through (Month/Date/Year) Geographic Area Served:

Target Population Served:

Reference Company:

Telephone:

Address:

City/State

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007	
	Contract No.: ADSP013-038938			PAGE 1 OF 1
	Amendment No.: ONE (1)			

CONTRACTOR: VWR International, Inc. 475 West Vaughn Suite 101 Tempe, AZ 85283 CONTACT: Tina Maki PHONE: 602-321-3739 EMAIL: tina_maki@vwr.com	STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007 CONTACT: Gina DeCotiis PHONE: 602-364-1087 EMAIL: gina.decotiis@azdoa.gov
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CONSUMABLE LABORATORY SUPPLIES AND GENERAL LABORATORY EQUIPMENT (STATEWIDE)

- In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 17 of 43, the aforementioned contract Special Terms and Conditions Paragraph W is hereby amended as follows:

W. ADMINISTRATIVE FEE/USAGE REPORTS

1.1 Administrative Fee.

- 1.1.1. The Statewide Contracts Administrative Fee shall be one percent (1.0%) of sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The Administrative Fee is not paid on transactions with state agency customers.
- 1.1.2. The State may expand or narrow the applicability of this fee at its option. The State shall provide thirty (30) days written notice prior to exercising or changing this option.

1.2 Method of Administrative Fee Assessment and Usage Reporting.

- 1.2.1 Contractor shall assess an Administrative Fee in the amount of one (1.0%) of sales receipts against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, nonprofit organizations, and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices.
- 1.2.2 An updated list of State Purchasing Cooperative members may be found at <https://spc.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.
- 1.2.3 The Administrative Fee is the responsibility of the contractor. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

1.2.4 The Contractor shall furnish the state a quarterly Usage Report delineating the sales activity as governed by the contract. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. Sales to state agencies and the cooperative members are to be totaled separately.

The contractor summarizes all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions.
- Total sales receipts from members of the State Purchasing Cooperative.
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

1.2.5 The proper Usage Report forms may be found on the State Procurement Office's web site at <https://spo.az.gov/statewide-contracts-administrative-fee>.

1.2.6 Contractor is required to complete Form 799 (cover letter that totals transactions) and Form 801 (Excel spreadsheet detailing transactions) when submitting their Usage Report. Any alternate quarterly Usage Report format shall be approved by the Procurement Officer.

1.2.6.1 In the event there is "no contract sales activity" on the contract in a reporting period, the contractor shall submit Form 799 with "\$0.00" in the amount fields" and complete the header information with your company name, contract number and contract description.

1.2.6.2 The contractor shall maintain a dedicated email account for the reports.

1.2.6.3 Upon review, report submissions that do not contain all the required information or have entries that are listed incorrectly will be returned to the contractor for correction.

1.2.7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

1.2.8 Additional Reports. The Contractor shall furnish additional reports relating to contract usage upon request.

1.3 Submission of Fees and Reports.

1.3.1 The submission schedule for Administrative Fees and Usage Reports shall be as follows:

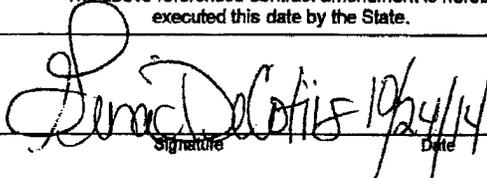
- State Fiscal Quarter 1 (Jul 1 - Sept 30): Due by Oct 30
- State Fiscal Quarter 2 (Oct 1 - Dec 31): Due by Jan 30 - *Just Cooperative*
- State Fiscal Quarter 3 (Jan 1 - Mar 31): Due by Apr 30
- State Fiscal Quarter 4 (Apr 1 - Jun 30): Due by Jul 30

1.3.2 The applicable Administrative Fee shall be Payable To "State Procurement Office" and submitted to the following address:

Arizona Department of Administration
General Services Division
Attention: "Statewide Contract Administrative Fee"
100 15th Avenue, Suite 202
Phoenix, AZ 85007

1.3.3 The contractor shall submit Usage Reports and any questions electronically to the state's designated usage report email address: usage@azdoa.gov.

2. In accordance with Special Term and Condition Paragraph C, Contract Extension, on Page 23 of 43, the aforementioned contract is hereby extended for an additional one-year period. The term of the extended contract shall be from January 1, 2016 to December 31, 2015.
3. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
	
10.3.14 Date	10/24/14 Date
JEFF CHUBB MANAGER, CONTRACTS MANAGEMENT Printed/Typed Name and Title	Gina DeCotis, Sr. Procurement Specialist Printed/Typed Name and Title

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

Discounts By Product Group (based on current catalog at www.vwrsp.com)

Discount Rule

All discounts shown are a minimum discount offered for the purpose of this bid. Products may be and often are, sold/bid/offered at a greater discount rate to the customer. Discounts listed above are an "at least" discount, meaning at least that discount or greater, passed along to the customer.

<u>CHEMICALS</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
PRIVATE LABEL SOLUTIONS - EXCLUSIVE	25%	List Less	
SOLUTIONS - EXCLUSIVE	18%	List Less	
MEDIA - EXCLUSIVE	18%	List Less	

<u>CHROM</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
GC COLUMNS - EXCLUSIVE	11%	List Less	
CHROM SUPPLIES - EXCLUSIVE	11%	List Less	

<u>EQUIP/INST</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
PRIVATE LABEL INST/EQUIP \$500-1499 - EXCLUSIVE	28%	List Less	
CENTRIFUGES - EXCLUSIVE	22%	List Less	
PH METERS - EXCLUSIVE	22%	List Less	
INST/EQUIP \$1500+ - EXCLUSIVE	28%	List Less	
INST/EQUIP \$500-\$1499 - EXCLUSIVE	25%	List Less	
INST/EQUIP \$0-\$499 - EXCLUSIVE	22%	List Less	
MICROSCOPES - EXCLUSIVE	22%	List Less	
INCUBATORS - EXCLUSIVE	25%	List Less	
EQUIP PARTS AND ACCESSORIES ONLY - EXCLUSIVE	18%	List Less	
BALANCES - EXCLUSIVE	11%	List Less	
SPECTROPHOTOMETERS/FLUOROMETERS - EXCLUSIVE	11%	List Less	

<u>FILTRATION</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
FILTRATION - EXCLUSIVE	32%	List Less	

<u>FURNITURE</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
CABINETS/CASEWORK - EXCLUSIVE	28%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>GLASSWARE</u>	Amount	Price Type	UOM
PRIVATE LABEL REUSABLE GLASS - EXCLUSIVE	28%	List Less	
REUSABLE GLASS - EXCLUSIVE	28%	List Less	
DISPOSABLE GLASS	18%	List Less	
DISPOSABLE GLASS - EXCLUSIVE	18%	List Less	

<u>LIFE SCIENCE</u>	Amount	Price Type	UOM
LIFE SCIENCE EQUIPMENT - EXCLUSIVE	18%	List Less	

<u>LIQUID HANDLING</u>	Amount	Price Type	UOM
PIPET TIPS - EXCLUSIVE	32%	List Less	

<u>PLASTICWARE</u>	Amount	Price Type	UOM
PRIVATE LABEL REUSABLE PLASTICS - EXCLUSIVE	22%	List Less	
DISPOSABLE PLASTICS - EXCLUSIVE	22%	List Less	
TISSUE CULTURE - EXCLUSIVE	22%	List Less	
REUSABLE PLASTICS - EXCLUSIVE	22%	List Less	
DISPOSABLE PLASTICS	22%	List Less	

<u>PSS</u>	Amount	Price Type	UOM
CLEANROOM SUPPLIES - EXCLUSIVE	32%	List Less	
NON-STERILE GLOVES	32%	List Less	
CLINICAL INJECTABLES - EXCLUSIVE	32%	List Less	

<u>SUPPLIES</u>	Amount	Price Type	UOM
PRIVATE LABEL DISPOSABLE SUPPLIES - EXCLUSIVE	32%	List Less	
DISPOSABLE SUPPLIES	32%	List Less	
DISPOSABLE SUPPLIES - EXCLUSIVE	32%	List Less	
REUSABLE SUPPLIES - EXCLUSIVE	32%	List Less	

Discounts By Supplier

<u>3M HEALTHCARE OEM</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	14%	List Less	

<u>ASSOCIATED BAG INC.</u>	Amount	Price Type	UOM
ASSOCIATED BAG	13%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>BARNSTEAD INTERNATIONAL</u>	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -INCUBATORS- GENERAL PURPOSE	13%	List Less	
EQUIPMENT/INSTRUMENTS -OVENS	13%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLATES/HOT PLATE STIRRE	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKERS	16%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLTS/HP STRRERS PRTS/AC	13%	List Less	
EQUIPMENT/INSTRUMENTS -INCUBATOR- GP PARTS & ACC	13%	List Less	
EQUIPMENT/INSTRUMENTS -OVEN PRTS/ACCES	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKER PARTS & ACCESS	16%	List Less	
EQUIPMENT/INSTRUMENTS -INCUBATORS CO2	13%	List Less	

<u>BD</u>	Amount	Price Type	UOM
PLASTICWARE - HTS	18%	List Less	
PLASTICWARE - ROLLER BOTTLES	18%	List Less	
CLINICAL - SYRINGES (MEDICAL)	23%	List Less	
PLASTICWARE - TISSUE CULTURE	18%	List Less	
CLINICAL - HEMATOLOGY	23%	List Less	
PLASTICWARE - PCR	18%	List Less	
OTHER LABWARE/CLINICAL ITEMS	18%	List Less	
PRIVATE LABEL DIANOAGSTIC ITEMS	15%	List Less	
ALL OTHER	13%	List Less	
PLASTICWARE - COATED PLATES & INSERTS	18%	List Less	
PLASTICWARE - SEALING MATS & FILMS	18%	List Less	
PLASTICWARE - CENTRIFUGE TUBES-CONICAL	18%	List Less	
PLASTICWARE - DISPOSABLE PLASTICWARE	18%	List Less	

<u>BD BIOSCIENCES</u>	Amount	Price Type	UOM
PLASTICWARE - TISSUE CULTURE	18%	List Less	
PLASTICWARE - COATED PLATES & INSERTS	18%	List Less	
PLASTICWARE - HTS	18%	List Less	

<u>BECKMAN COULTER</u>	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -CENTRIFUGES	22%	List Less	
EQUIPMENT/INSTRUMENTS -PH/CONDUCTIVITY	22%	List Less	
EQUIPMENT/INSTRUMENTS -PH/CONDUCTIVITY PRTS/ACCES	22%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>BIOTIX INC - NEPTUNE</u>	Amount	Price Type	UOM
LIQUID HANDLING (W/O PIPETS)	32%	List Less	
DISPOSABLE PLASTICS	32%	List Less	
PIPET TIPS	32%	List Less	

<u>BURDICK & JACKSON</u>	Amount	Price Type	UOM
CHEMICALS -SOLVENTS (BIOPHARM) - BOTTLE - EXCLUSIVE	49%	List Less	
BDH HIGH PURITY LAB SOLVENTS - EXCLUSIVE	49%	List Less	
SOLVENTS, ACS, GENERAL PURPOSE - EXCLUSIVE	9%	List Less	
CHEMICALS -SOLVENTS (ACS) - BOTTLE - EXCLUSIVE	9%	List Less	
CHEMICALS -SOLVENTS (BIOPHARM) - SS - EXCLUSIVE	9%	List Less	
CHEMICALS -SOLVENTS (GC) - BOTTLE - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - BOTTLES - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - SS - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - NS - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - NP - EXCLUSIVE	49%	List Less	
CHEMICALS -DELIVERY SYSTEM - EXCLUSIVE	49%	List Less	

<u>CORNING INCORPORATED</u>	Amount	Price Type	UOM
REUSABLE GLASS	18%	List Less	

<u>EBERBACH CORP</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>EMD CHEMICALS (EM SCIENCE)</u>	Amount	Price Type	UOM
BUL BULK SIZE DRY REAGENTS	4%	List Less	
DWZ DOWNSIZED REAGENTS	8%	List Less	
SSB SEMI BULK SOLVENTS	10%	List Less	
RAB COMMON ACID CARBOYS	10%	List Less	
AEO SPECIAL ACID PRODUCTS	8%	List Less	
NRC TECH GRADE GRADE DRY CHEMICALS	10%	List Less	
RAC COMMON ACIDS	13%	List Less	
MAC BIG 5 MINERAL ACIDS CS/EA	13%	List Less	EA
MAC BIG 5 MINERAL ACIDS CS/EA	8%	List Less	CS
DRC PROPRIETARY DRY REAGENTS	8%	List Less	EA
DRC PROPRIETARY DRY REAGENTS	8%	List Less	CS
DRB COMMON DRY REAGENTS	13%	List Less	EA
DRB COMMON DRY REAGENTS	8%	List Less	CS

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

DRA GENERAL DRY REAGENTS	13%	List Less	EA
DRA GENERAL DRY REAGENTS	8%	List Less	CS
RAC COMMON ACIDS	8%	List Less	CS
DRE SOLID REAGENTS	8%	List Less	
EMD MERCK SPECIALTY DRY CHEMICALS	5%	List Less	
ORG ORGANICS - SPECIALTY ITEMS	4%	List Less	
EMS EMS SPECIALTIES - SPECIALTY ITEMS	5%	List Less	
STD STANDARDS	5%	List Less	
AQS AQUASTAR INSTRUMENTS	4%	List Less	
CON AQUASTAR REPLACEMENT PARTS	0%	List Less	

<u>EPENDORF BIO TOOLS</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>GARDNER DENVER WELCH VACUUM</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>GE HEALTHCARE (WHATMAN)</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	18%	List Less	

<u>HARVARD APPARATUS</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	
INSTRUMENTS	13%	List Less	
SUPPLIES	13%	List Less	

<u>INVERNESS MEDICAL PRO DIAGNOSTICS</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>JT BAKER ANALYTICAL</u>	Amount	Price Type	UOM
SPE COLUMNS & ACCES - SPE	18%	List Less	
SPECIALTY PRODUCTS - SPR	28%	List Less	CS
SPECIALTY - SPR	28%	List Less	CS
CASE ORGANICS - COR	28%	List Less	CS
SPECIALTY - SPR	18%	List Less	
CHROMATOGRAPHY COLUMNS - COL	18%	List Less	
CHIRAL & PREP COLUMNS - CHI	18%	List Less	
BULK BONDED PHASES - BBP	18%	List Less	
ORGANIC SPECIALTIES - ORG	8%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

SMALL BULK ORGANICS - SBO	38%	List Less	
NON CASE PRODUCTS - NON	18%	List Less	
NON CASE PRODUCTS - NON	28%	List Less	CS
CASE ORGANICS - COR	48%	List Less	
SPE PROC./ACCESS - PRO	18%	List Less	
NON CASE PRODS - NON	18%	List Less	
BULK REAGENTS - BUL	13%	List Less	
CASE ACIDS - CAC	28%	List Less	CS
CASE ACIDS - CAC	48%	List Less	
MAJOR ACIDS(CS MINERAL ACIDS) - CMA	43%	List Less	CS
CASE SALTS - CSA	28%	List Less	CS
CASE SALTS - CSA	48%	List Less	
SPECIALTY	18%	List Less	
CASE SOLVENTS - CSO	48%	List Less	
ULTRAPURE BIOREAGENT - UPR	18%	List Less	
SPILL CLEANUP PRODUCTS - SAF	13%	List Less	
SMALL BULK RGT 12KG/20L - SBK	38%	List Less	
STANDARD SOLUTIONS - SOL	28%	List Less	CS
STANDARD SOLUTIONS - SOL	38%	List Less	
HIGH PURITY SOLVENTS - CHP	43%	List Less	
SPECIALTY PRODUCTS - SPR	43%	List Less	
HIGH PURITY SOLVENTS - CHP	28%	List Less	CS
BIOCHEMICALS - BIO	28%	List Less	
CASE SOLVENTS - CSO	28%	List Less	CS
BIO-ANALYZED SOLVENTS - CBS	28%	List Less	CS

IT BAKER BULK PRODUCTION

	Amount	Price Type	UOM
BULK CHEMICALS (5000 LB MIN) - BUL	13%	List Less	

KIMBLE CHASE - REUSABLE

	Amount	Price Type	UOM
GENERAL DISCOUNT	38%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>LABCONCO</u>	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -EVPRTS/FRZE DRYER PRTS/AC	22%	List Less	
FURNITURE -HOODS	22%	List Less	
FURNITURE -VENTILATION ENCLOSURES	22%	List Less	
EQUIPMENT/INSTRUMENTS -EVAPORATORS / FREEZE DRYERS	22%	List Less	

<u>LABCONCO CORPORATION</u>	Amount	Price Type	UOM
FURNITURE -VENTILATION ENCLOSURES	22%	List Less	
FURNITURE -HOODS	22%	List Less	

<u>LEICA</u>	Amount	Price Type	UOM
MICROTOME(HISTOLOGY)	13%	List Less	

<u>MERCK KGAA CHROMATOGRAPHY</u>	Amount	Price Type	UOM
CHR CHROMATOGRAPHY PRODUCTS: BULK SILICA GEL, SMA	4%	List Less	
ANL CHROMATOGRAPHY PRODUCTS: LICHROSORB, LICHROSPE	4%	List Less	
TLC CHROMATOGRAPHY PRODUCTS: TLC ON ALUMINUM, PLAS	8%	List Less	
HPLC COLUMNS COL	0%	List Less	
SOR CHROMATOGRAPHY PRODUCTS: BULK SILICA GEL, 25	4%	List Less	
PREP COLS,HP BLK MED,BICRM - LST	0%	List Less	

<u>METTLER-TOLEDO, INC./EQUIPMENT</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	16%	List Less	
SEPERATE ELECTRONICS	16%	List Less	

<u>METTLER-TOLEDO,INC/ACCESSORIES</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	16%	List Less	
ASSORTED BALANCES (SWISS STK)	16%	List Less	

<u>NALGE NUNC INTERNATIONAL</u>	Amount	Price Type	UOM
PLASTICWARE - CRYOGENIC VIALS	21%	List Less	
PLASTICWARE - DISPOSABLE PLASTICWARE	21%	List Less	
PLASTICWARE - CENTRIFUGE BOTTLES	21%	List Less	
PLASTICWARE - CENTRIFUGE TUBES-CONICAL	21%	List Less	
SUPPLIES - LABELING PRODUCTS	21%	List Less	
PLASTICWARE - COATED PLATES & INSERTS	21%	List Less	
SUPPLIES - RACKS/BOXES/STORAGE	21%	List Less	
FILTRATION - FILTRATION - MANIFOLD	21%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

PLASTICWARE - TISSUE CULTURE	21%	List Less	
SUPPLIES - MISC CONTAINERS	21%	List Less	
PLASTICWARE -HTS	21%	List Less	
GENERAL DISCOUNT	14%	List Less	

<u>NASCO</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>OHAUS SCALE CORP</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	16%	List Less	

<u>PERKIN ELMER</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	2%	List Less	

<u>RUBBERMD COMMERCIAL PRODUC</u>	Amount	Price Type	UOM
INDEPENDENT ITEMS	28%	List Less	
GENERAL DISCOUNT	18%	List Less	

<u>SPECTRONICS CORP</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>THERMO EC</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>THERMO ELECTRON LAB EQUIPMENT</u>	Amount	Price Type	UOM
LAB EQUIP (OVENS/FURN)	13%	List Less	

<u>THERMO ORION</u>	Amount	Price Type	UOM
PRIVATE LABEL EQUIP/INST - PH/CONDUCTIVITY	15%	List Less	
GENERAL DISCOUNT	18%	List Less	
EQUIPMENT/INSTRUMENTS -PH/CONDUCTIVITY	13%	List Less	

<u>THERMO SCIENTFIC(ASHEVILLE)LLC</u>	Amount	Price Type	UOM
FREEZERS	13%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>THERMO SCIENTIFIC(ASHEVILLE)</u>	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -OVENS	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKERS	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKER PARTS & ACCESS	13%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLTS/HP STRRERS PRTS/AC	13%	List Less	
EQUIPMENT/INSTRUMENTS -FURNACE PARTS & ACCESS	13%	List Less	
EQUIPMENT/INSTRUMENTS -CONSTANT TEMP EQT PRTS/ACCE	13%	List Less	
EQUIPMENT/INSTRUMENTS -FURNACES	13%	List Less	
EQUIPMENT/INSTRUMENTS -CTE MISC	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKER PARTS & ACCESS	13%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLATES/HOT PLATE STIRRE	13%	List Less	

<u>WARING PRODUCTS DIVISION</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>Other Discounts</u>	Amount	Price Type	UOM
VWR CATALYST SERVICES	15%		

All Other Rule

All Other List Less 13% -- Any item being purchased, excluding exclusive items, that does not fall into any of the above listed categories will receive a discount of 13% off of list price.

GGM Rule

Should manufacturer's cost to VWR exceed the national inflation rate, due to raw material shortages, regulatory constraints or other unforeseen circumstances that may cause extraordinary increases, VWR retains the right to negotiate these items separately. Should any product fall below VWR 's sales cost +12% gross margin, as a result of the application of discounts contained herein, then the customer's net price shall be equal to VWR's cost +12% gross profit margin.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VWR INTERNATIONAL, LLC**

EXHIBIT B

State of Arizona Contract No. ADSPO13-038938 - Rate Sheet

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

Discounts By Product Group (based on current catalog at www.vwrsp.com)

Discount Rule

All discounts shown are a minimum discount offered for the purpose of this bid. Products may be and often are, sold/bid/offered at a greater discount rate to the customer. Discounts listed above are an "at least" discount, meaning at least that discount or greater, passed along to the customer.

<u>CHEMICALS</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
PRIVATE LABEL SOLUTIONS - EXCLUSIVE	25%	List Less	
SOLUTIONS - EXCLUSIVE	18%	List Less	
MEDIA - EXCLUSIVE	18%	List Less	

<u>CHROM</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
GC COLUMNS - EXCLUSIVE	11%	List Less	
CHROM SUPPLIES - EXCLUSIVE	11%	List Less	

<u>EQUIP/INST</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
PRIVATE LABEL INST/EQUIP \$500-1499 - EXCLUSIVE	28%	List Less	
CENTRIFUGES - EXCLUSIVE	22%	List Less	
PH METERS - EXCLUSIVE	22%	List Less	
INST/EQUIP \$1500+ - EXCLUSIVE	28%	List Less	
INST/EQUIP \$500-\$1499 - EXCLUSIVE	25%	List Less	
INST/EQUIP \$0-\$499 - EXCLUSIVE	22%	List Less	
MICROSCOPES - EXCLUSIVE	22%	List Less	
INCUBATORS - EXCLUSIVE	25%	List Less	
EQUIP PARTS AND ACCESSORIES ONLY - EXCLUSIVE	18%	List Less	
BALANCES - EXCLUSIVE	11%	List Less	
SPECTROPHOTOMETERS/FLUOROMETERS - EXCLUSIVE	11%	List Less	

<u>FILTRATION</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
FILTRATION - EXCLUSIVE	32%	List Less	

<u>FURNITURE</u>	<u>Amount</u>	<u>Price Type</u>	<u>UOM</u>
CABINETS/CASEWORK - EXCLUSIVE	28%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>GLASSWARE</u>	Amount	Price Type	UOM
PRIVATE LABEL REUSABLE GLASS - EXCLUSIVE	28%	List Less	
REUSABLE GLASS - EXCLUSIVE	28%	List Less	
DISPOSABLE GLASS	18%	List Less	
DISPOSABLE GLASS - EXCLUSIVE	18%	List Less	

<u>LIFE SCIENCE</u>	Amount	Price Type	UOM
LIFE SCIENCE EQUIPMENT - EXCLUSIVE	18%	List Less	

<u>LIQUID HANDLING</u>	Amount	Price Type	UOM
PIPET TIPS - EXCLUSIVE	32%	List Less	

<u>PLASTICWARE</u>	Amount	Price Type	UOM
PRIVATE LABEL REUSABLE PLASTICS - EXCLUSIVE	22%	List Less	
DISPOSABLE PLASTICS - EXCLUSIVE	22%	List Less	
TISSUE CULTURE - EXCLUSIVE	22%	List Less	
REUSABLE PLASTICS - EXCLUSIVE	22%	List Less	
DISPOSABLE PLASTICS	22%	List Less	

<u>PSS</u>	Amount	Price Type	UOM
CLEANROOM SUPPLIES - EXCLUSIVE	32%	List Less	
NON-STERILE GLOVES	32%	List Less	
CLINICAL INJECTABLES - EXCLUSIVE	32%	List Less	

<u>SUPPLIES</u>	Amount	Price Type	UOM
PRIVATE LABEL DISPOSABLE SUPPLIES - EXCLUSIVE	32%	List Less	
DISPOSABLE SUPPLIES	32%	List Less	
DISPOSABLE SUPPLIES - EXCLUSIVE	32%	List Less	
REUSABLE SUPPLIES - EXCLUSIVE	32%	List Less	

Discounts By Supplier

<u>3M HEALTHCARE OEM</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	14%	List Less	

<u>ASSOCIATED BAG INC.</u>	Amount	Price Type	UOM
ASSOCIATED BAG	13%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

BARNSTEAD INTERNATIONAL	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -INCUBATORS- GENERAL PURPOSE	13%	List Less	
EQUIPMENT/INSTRUMENTS -OVENS	13%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLATES/HOT PLATE STIRRE	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKERS	16%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLTS/HP STRRERS PRTS/AC	13%	List Less	
EQUIPMENT/INSTRUMENTS -INCUBATOR- GP PARTS & ACC	13%	List Less	
EQUIPMENT/INSTRUMENTS -OVEN PRTS/ACCES	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKER PARTS & ACCESS	16%	List Less	
EQUIPMENT/INSTRUMENTS -INCUBATORS CO2	13%	List Less	

BD	Amount	Price Type	UOM
PLASTICWARE - HTS	18%	List Less	
PLASTICWARE - ROLLER BOTTLES	18%	List Less	
CLINICAL - SYRINGES (MEDICAL)	23%	List Less	
PLASTICWARE - TISSUE CULTURE	18%	List Less	
CLINICAL - HEMATOLOGY	23%	List Less	
PLASTICWARE - PCR	18%	List Less	
OTHER LABWARE/CLINICAL ITEMS	18%	List Less	
PRIVATE LABEL DIANOOGSTIC ITEMS	15%	List Less	
ALL OTHER	13%	List Less	
PLASTICWARE - COATED PLATES & INSERTS	18%	List Less	
PLASTICWARE - SEALING MATS & FILMS	18%	List Less	
PLASTICWARE - CENTRIFUGE TUBES-CONICAL	18%	List Less	
PLASTICWARE - DISPOSABLE PLASTICWARE	18%	List Less	

BD BIOSCIENCES	Amount	Price Type	UOM
PLASTICWARE - TISSUE CULTURE	18%	List Less	
PLASTICWARE - COATED PLATES & INSERTS	18%	List Less	
PLASTICWARE - HTS	18%	List Less	

BECKMAN COULTER	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -CENTRIFUGES	22%	List Less	
EQUIPMENT/INSTRUMENTS -PH/CONDUCTIVITY	22%	List Less	
EQUIPMENT/INSTRUMENTS -PH/CONDUCTIVITY PRTS/ACCES	22%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>BIOTIX INC - NEPTUNE</u>	Amount	Price Type	UOM
LIQUID HANDLING (W/O PIPETS)	32%	List Less	
DISPOSABLE PLASTICS	32%	List Less	
PIPET TIPS	32%	List Less	

<u>BURDICK & JACKSON</u>	Amount	Price Type	UOM
CHEMICALS -SOLVENTS (BIOPHARM) - BOTTLE - EXCLUSIVE	49%	List Less	
BDH HIGH PURITY LAB SOLVENTS - EXCLUSIVE	49%	List Less	
SOLVENTS, ACS, GENERAL PURPOSE - EXCLUSIVE	9%	List Less	
CHEMICALS -SOLVENTS (ACS) - BOTTLE - EXCLUSIVE	9%	List Less	
CHEMICALS -SOLVENTS (BIOPHARM) - SS - EXCLUSIVE	9%	List Less	
CHEMICALS -SOLVENTS (GC) - BOTTLE - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - BOTTLES - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - SS - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - NS - EXCLUSIVE	49%	List Less	
CHEMICALS -SOLVENTS (HI PURITY) - NP - EXCLUSIVE	49%	List Less	
CHEMICALS -DELIVERY SYSTEM - EXCLUSIVE	49%	List Less	

<u>CORNING INCORPORATED</u>	Amount	Price Type	UOM
REUSABLE GLASS	18%	List Less	

<u>EBERBACH CORP</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>EMD CHEMICALS (EM SCIENCE)</u>	Amount	Price Type	UOM
BUL BULK SIZE DRY REAGENTS	4%	List Less	
DWZ DOWNSIZED REAGENTS	8%	List Less	
SSB SEMI BULK SOLVENTS	10%	List Less	
RAB COMMON ACID CARBOYS	10%	List Less	
AEO SPECIAL ACID PRODUCTS	8%	List Less	
NRC TECH GRADE GRADE DRY CHEMICALS	10%	List Less	
RAC COMMON ACIDS	13%	List Less	
MAC BIG 5 MINERAL ACIDS CS/EA	13%	List Less	EA
MAC BIG 5 MINERAL ACIDS CS/EA	8%	List Less	CS
DRC PROPRIETARY DRY REAGENTS	8%	List Less	EA
DRC PROPRIETARY DRY REAGENTS	8%	List Less	CS
DRB COMMON DRY REAGENTS	13%	List Less	EA
DRB COMMON DRY REAGENTS	8%	List Less	CS

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

DRA GENERAL DRY REAGENTS	13%	List Less	EA
DRA GENERAL DRY REAGENTS	8%	List Less	CS
RAC COMMON ACIDS	8%	List Less	CS
DRE SOLID REAGENTS	8%	List Less	
EMD MERCK SPECIALTY DRY CHEMICALS	5%	List Less	
ORG ORGANICS - SPECIALTY ITEMS	4%	List Less	
EMS EMS SPECIALTIES - SPECIALTY ITEMS	5%	List Less	
STD STANDARDS	5%	List Less	
AQS AQUASTAR INSTRUMENTS	4%	List Less	
CON AQUASTAR REPLACEMENT PARTS	0%	List Less	

<u>EPPENDORF BIO TOOLS</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>GARDNER DENVER WELCH VACUUM</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>GE HEALTHCARE (WHATMAN)</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	18%	List Less	

<u>HARVARD APPARATUS</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	
INSTRUMENTS	13%	List Less	
SUPPLIES	13%	List Less	

<u>INVERNESS MEDICAL PRO DIAGNOSTICS</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>JT BAKER ANALYTICAL</u>	Amount	Price Type	UOM
SPE COLUMNS & ACCES - SPE	18%	List Less	
SPECIALTY PRODUCTS - SPR	28%	List Less	CS
SPECIALTY - SPR	28%	List Less	CS
CASE ORGANICS - COR	28%	List Less	CS
SPECIALTY - SPR	18%	List Less	
CHROMATOGRAPHY COLUMNS - COL	18%	List Less	
CHIRAL & PREP COLUMNS - CHI	18%	List Less	
BULK BONDED PHASES - BBP	18%	List Less	
ORGANIC SPECIALTIES - ORG	8%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

SMALL BULK ORGANICS - SBO	38%	List Less	
NON CASE PRODUCTS - NON	18%	List Less	
NON CASE PRODUCTS - NON	28%	List Less	CS
CASE ORGANICS - COR	48%	List Less	
SPE PROC./ACCESS - PRO	18%	List Less	
NON CASE PRODS - NON	18%	List Less	
BULK REAGENTS - BUL	13%	List Less	
CASE ACIDS - CAC	28%	List Less	CS
CASE ACIDS - CAC	48%	List Less	
MAJOR ACIDS(CS MINERAL ACIDS) - CMA	43%	List Less	CS
CASE SALTS - CSA	28%	List Less	CS
CASE SALTS - CSA	48%	List Less	
SPECIALTY	18%	List Less	
CASE SOLVENTS - CSO	48%	List Less	
ULTRAPURE BIOREAGENT - UPR	18%	List Less	
SPIILL CLEANUP PRODUCTS - SAF	13%	List Less	
SMALL BULK RGT 12KG/20L - SBK	38%	List Less	
STANDARD SOLUTIONS - SOL	28%	List Less	CS
STANDARD SOLUTIONS - SOL	38%	List Less	
HIGH PURITY SOLVENTS - CHP	43%	List Less	
SPECIALTY PRODUCTS - SPR	43%	List Less	
HIGH PURITY SOLVENTS - CHP	28%	List Less	CS
BIOCHEMICALS - BIO	28%	List Less	
CASE SOLVENTS - CSO	28%	List Less	CS
BIO-ANALYZED SOLVENTS - CBS	28%	List Less	CS

IT BAKER BULK PRODUCTION

	Amount	Price Type	UOM
BULK CHEMICALS (5000 LB MIN) - BUL	13%	List Less	

KIMBLE CHASE - REUSABLE

	Amount	Price Type	UOM
GENERAL DISCOUNT	38%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>LABCONCO</u>	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -EVPRTRS/FRZE DRYER PRTS/AC	22%	List Less	
FURNITURE -HOODS	22%	List Less	
FURNITURE -VENTILATION ENCLOSURES	22%	List Less	
EQUIPMENT/INSTRUMENTS -EVAPORATORS / FREEZE DRYERS	22%	List Less	

<u>LABCONCO CORPORATION</u>	Amount	Price Type	UOM
FURNITURE -VENTILATION ENCLOSURES	22%	List Less	
FURNITURE -HOODS	22%	List Less	

<u>LEICA</u>	Amount	Price Type	UOM
MICROTOME(HISTOLOGY)	13%	List Less	

<u>MERCK KGAA CHROMATOGRAPHY</u>	Amount	Price Type	UOM
CHR CHROMATOGRAPHY PRODUCTS: BULK SILICA GEL, SMA	4%	List Less	
ANL CHROMATOGRAPHY PRODUCTS: LICHROSORB, LICHROSPE	4%	List Less	
TLC CHROMATOGRAPHY PRODUCTS: TLC ON ALUMINUM, PLAS	8%	List Less	
HPLC COLUMNS COL	0%	List Less	
SOR CHROMATOGRAPHY PRODUCTS: BULK SILICA GEL, 25	4%	List Less	
PREP COLS,HP BLK MED,BICRM - LST	0%	List Less	

<u>METTLER-TOLEDO, INC./EQUIPMENT</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	16%	List Less	
SEPERATE ELECTRONICS	16%	List Less	

<u>METTLER-TOLEDO,INC/ACCESSORIES</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	16%	List Less	
ASSORTED BALANCES (SWISS STK)	16%	List Less	

<u>NALGE NUNC INTERNATIONAL</u>	Amount	Price Type	UOM
PLASTICWARE - CRYOGENIC VIALS	21%	List Less	
PLASTICWARE - DISPOSABLE PLASTICWARE	21%	List Less	
PLASTICWARE - CENTRIFUGE BOTTLES	21%	List Less	
PLASTICWARE - CENTRIFUGE TUBES-CONICAL	21%	List Less	
SUPPLIES - LABELING PRODUCTS	21%	List Less	
PLASTICWARE - COATED PLATES & INSERTS	21%	List Less	
SUPPLIES - RACKS/BOXES/STORAGE	21%	List Less	
FILTRATION - FILTRATION - MANIFOLD	21%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

PLASTICWARE - TISSUE CULTURE	21%	List Less	
SUPPLIES - MISC CONTAINERS	21%	List Less	
PLASTICWARE -HTS	21%	List Less	
GENERAL DISCOUNT	14%	List Less	

<u>NASCO</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>OHAUS SCALE CORP</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	16%	List Less	

<u>PERKIN ELMER</u>	Amount	Price Type	UOM
GENERAL DISCOUNT	2%	List Less	

<u>RUBBERMD COMMERCIAL PRODUC</u>	Amount	Price Type	UOM
INDEPENDENT ITEMS	28%	List Less	
GENERAL DISCOUNT	18%	List Less	

<u>SPECTRONICS CORP</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>THERMO EC</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>THERMO ELECTRON LAB EQUIPMENT</u>	Amount	Price Type	UOM
LAB EQUIP (OVENS/FURN)	13%	List Less	

<u>THERMO ORION</u>	Amount	Price Type	UOM
PRIVATE LABEL EQUIP/INST - PH/CONDUCTIVITY	15%	List Less	
GENERAL DISCOUNT	18%	List Less	
EQUIPMENT/INSTRUMENTS -PH/CONDUCTIVITY	13%	List Less	

<u>THERMO SCIENTIFIC(ASHEVILLE)LLC</u>	Amount	Price Type	UOM
FREEZERS	13%	List Less	

State of Arizona Bid #ADHS12-00001052 VWR Discount Schedule

<u>THERMO SCIENTIFIC(ASHEVILLE)</u>	Amount	Price Type	UOM
EQUIPMENT/INSTRUMENTS -OVENS	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKERS	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKER PARTS & ACCESS	13%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLTS/HP STRRERS PRTS/AC	13%	List Less	
EQUIPMENT/INSTRUMENTS -FURNACE PARTS & ACCESS	13%	List Less	
EQUIPMENT/INSTRUMENTS -CONSTANT TEMP EQT PRTS/ACCE	13%	List Less	
EQUIPMENT/INSTRUMENTS -FURNACES	13%	List Less	
EQUIPMENT/INSTRUMENTS -CTE MISC	13%	List Less	
EQUIPMENT/INSTRUMENTS -SHAKER PARTS & ACCESS	13%	List Less	
EQUIPMENT/INSTRUMENTS -HOT PLATES/HOT PLATE STIRRE	13%	List Less	

<u>WARING PRODUCTS DIVISION</u>	Amount	Price Type	UOM
ALL OTHER	13%	List Less	

<u>Other Discounts</u>	Amount	Price Type	UOM
VWR CATALYST SERVICES	15%		

All Other Rule

All Other List Less 13% -- Any item being purchased, excluding exclusive items, that does not fall into any of the above listed categories will receive a discount of 13% off of list price.

GGM Rule

Should manufacturer's cost to VWR exceed the national inflation rate, due to raw material shortages, regulatory constraints or other unforeseen circumstances that may cause extraordinary increases, VWR retains the right to negotiate these items separately. Should any product fall below VWR 's sales cost +12% gross margin, as a result of the application of discounts contained herein, then the customer's net price shall be equal to VWR's cost +12% gross profit margin.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VWR INTERNATIONAL, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the State of Arizona Contract ADSPO13-038938

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$43,000.

DETAILED PROJECT COMPENSATION

Laboratory supplies and equipment on an as needed basis.