

**University of California (UC) SYSTEMWIDE
General Lab Supply & Distribution Services
Request for Proposal # 002101-July2020
[This document is for Distributors only]**

On behalf of the University of California and OMNIA Partners and other government agencies and non-profits

RFP EVENT PROCESS SUMMARY DOCUMENT

1. University of California

The University of California is a large university system devoted to scholarship, research, and public service. It is comprised of ten campuses, five medical centers, and three national laboratories with 238,000 students and more than 190,000 faculty and staff. Additional information is available at

<https://www.ucop.edu/>

2. Purpose & Objectives of the Request for Proposal (RFP)

UC System-Wide annual spend (comprised of 10 campuses) for General Laboratory Supply is approximately \$125 MM annually across multiple life science distributors and manufacturers. The following solicitation will determine primary, secondary, and small business distribution partners for the University of California (also identified as the University or the UC) covering research consumables, equipment, services, sustainable products, and e-procurement offerings. A successful qualified offeror must be able to provide a quality level of service as identified within this solicitation and the resulting Purchase Agreement, to the UC regardless of size or general geographical location. In addition, the University of California will accept proposals from high-volume manufacturers that employ distribution channels as a primary means of generating sales. Data and information contained in this solicitation are true and accurate to the best of UC's knowledge.

Offerors are required to acknowledge that their participation is based on their ability to meet the minimal requirements as outlined within the RFP and attached documents. For the purposes of transparency and consistency, the UC-provided Cover Letter (see last page on this document) must be included as page one (1) of Offeror's submission.

[As part of a Prime Agreement award our offer includes the following incentives and value adds:](#)



In consideration of the favorable financial terms, incentives and services provided by Seller, UC agrees to designate Seller as its Prime supplier of laboratory products, consumables, chemicals, safety, laboratory furnishings and equipment.

The University shall pro-actively promote and support Offerors position as its prime supplier and shall drive compliance amongst UC procurement teams, stockrooms, end user communities, and shall review progress against the objective of the relationship on a regular basis. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives Without limiting the foregoing, UC agrees that the designation of Offeror as its prime supplier of laboratory products and chemicals shall include the following aspects:

Communication and Access

- I. Communication to UC procurement and end user community stating that Offeror is the prime lab supplier and should be the first choice for all laboratory purchases;
- II. Using its best efforts in conducting joint marketing campaigns to highlight Offerors position as UCs prime lab supplier, including (without limitation), the UCOP and Campus internal websites
- III. UCOP to engage in, at minimum, quarterly business reviews, with Offeror in support of Enhanced Supplier Management efforts and Offerors designation as primary supplier. These discussions will include the sharing and review of competitive data, including but not limited to promotional activity, ecommerce content (hosted and punch-out) and spend data
- IV. UC will use best efforts to Support the use of Offeror for all incremental stockroom, lab start-up, freezer programs and other incremental projects, through usage reporting and communication.

■ 

Ecommerce and Conversion Activities

- I. Designate Offeror as UC's Primary Laboratory Supplier on e-commerce platforms
- II. Make available all items covered by the Agreement through UC's Punch out catalogs. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives.
- III. Make available through UC's Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Offeror from the Life Sciences Group of Thermo Offeror and all third-party products. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives;
- IV. UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to endusers through their eprocurement systems throughout the term of the agreement;
- V. Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- VI. Prioritize Offeror's Products on technically equivalent products where possible;
- VII. Ensure competitor catalogs will not have weighted attributes to supersede the Offeror offering
- VIII. UC and Offeror shall overview Quarterly UC's aggregate laboratory spend (including, where possible, department and end user information, and spend through alternate suppliers) on a quarterly basis and, where mutually agreed, shall cooperate to implement plans to convert spend with alternative channels to Offeror. In respect of agreed conversion opportunities, UC shall provide reasonable conversion support including, without limitation, managing the content of alternate suppliers on U's ecommerce platforms for such items, and implementing appropriate business processes in respect of orders placed outside of UC ecommerce platforms.

Relationship with Suppliers

- I. UC will actively communicate to suppliers that Offeror has been appointed as UC's Prime supplier and that all sales for their products should be focused through Offeror and that UC wishes supplier to provide corresponding levels of support to Offeror including pricing support, exclusive promotions, product shows, campus workdays, etc.
- II. UC shall designate Offeror as exclusive supplier for all manufacturer supported pricing programs.
- III. UC agrees to limit any material RFP, bid, reverse auction, or other similar bidding processes at the UC or campus for items included in this RFP. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives

UC hereby agrees that Supplier's obligation to pay any earned incentives or rebates is expressly conditioned on UC staying current and on time with respect to its accounts receivables with Supplier. If at any time, UC is past due on its payments to Supplier, Supplier may withhold payment of any and all incentives or rebates earned by UC without notice and without incurring penalty or paying interest until such time as UC remits payment for such overdue invoices to bring its accounts receivable balance into compliance. Material product or supplier additions to the Agreement shall be mutually negotiated by the parties.

3. University of California and Omnia Partners

The University of California has partnered with OMNIA Partners, Public Sector (also known as OMNIA Partners) to make a resultant national cooperative agreement accessible to public agencies across the country and to obtain the best, most cost-effective goods & services while maintaining the highest quality standards and minimizing harmful impact of the products to the people and the environment throughout the supply chain. The offeror shall establish a multi-year business relationship with the UC and OMNIA Partners that maximizes resources to most effectively meet the UC's needs and those of national participating agencies. [Offerors offer is for a Prime Supplier Award– In consideration of the favorable financial terms, incentives and services provided by Offeror, OMNIA agrees to designate Offeror as its Prime supplier of laboratory products, consumables, chemicals, safety product, lab furnishings and equipment. OMNIA will solely award to a Prime supplier.](#)

4. OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in the National Requirements Document (see OMNIA Partners Exhibit A within CalUsource), has partnered with

OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). The National Requirements Documents (Exhibits A-H under Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Formatted: Right: 0.06", Space Before: 0 pt, Line spacing: Exactly 12 pt

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formerly, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate pricing and sales commitments from the offeror, OMNIA Partners provides marketing and administrative support for the offeror that directly promotes the Offeror’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The offeror benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Offeror’s need to respond to additional competitive solicitations. As such, the offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide supplier and respond to the OMNIA Partners documents (The National Requirements Documents – see Exhibits A-H within Guidelines).

While no minimum or maximum volume is guaranteed to the Offeror, the University of California estimates spending up to \$125 million annually for General Lab Supplies and Distribution Services. The estimated annual volume of General Lab Supplies and Distribution Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$300 million, however, no minimum or maximum volume is guaranteed to Offeror under the OMNIA Partners Master Agreement. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the offeror and OMNIA Partners.

5. University of California Procurement Policy

The Request for Proposal (or “RFP”) process is to invite qualified general lab product distributors and manufacturers to prepare and submit proposals to the University of California. All [Offeror\(s\)](#) are subject to Federal Acquisition Regulations (FAR) where applicable, State of California laws & audit recommendations set forth in the California Public Contract Code, Part 2, Contracting by State Agencies, Chapter 2.1, University of California Competitive Bidding, Article 2, Materials, Goods, and Services (Public Contract Code Section 10507, et seq), and the UC Sustainable

Procurement Policy. The UC evaluates the RFP submissions based on Best Value as defined in the subdivision (d) of the Public Contract Code section 10507.8. UC utilizes objective performance criteria which may include but not limited to price, features & benefits, long-term functionality, life-cycle costs, social, corporate and environmental sustainability, value-added services, e-commerce, and the reduction of overall operating costs.

This solicitation does not prevent future solicitation or RFPs should it be required based on additional UC requirements such as the development of new laboratory buildings within the UC. This solicitation may serve to minimize further contractual terms & conditions negotiations and/or prequalify the Offeror in future UC specific RFX events.

Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.

~~If the Offeror has an existing agreement and is not awarded business as per this RFP solicitation, the University of California plans to cancel the existing agreement, including any e-commerce enablements, with no less than a 30-day advance notice. Any offeror that declines to submit a proposal, and has a current agreement, is subject to the same cancellation conditions as described above.~~

6. General Laboratory Supply Product Scope

The UC system and its affiliate locations currently contract with multiple distribution partners for product categories identified as General Lab Supply (GLS). The products are provided through a network of distributors who may be integrated with multiple UC eProcurement platforms for the purchase of products, services, and equipment maintenance contained in the general laboratory category.

Utilizing a multi-phased solicitation process, UC reserves the right make awards as UC sees fit. An offeror participating in the RFP process does not constitute a binding offer (implicit or explicit) from the UC to the Offeror. For avoidance of doubt, any agreement(s) resulting from this RFP will be awarded to the Offeror(s) whose proposal, in the opinion of the University, offers the greatest benefit to the UC based on the total value, including but not limited to, the quality of products, service level commitments, total cost of purchase, trade-in programs and upgrades, additional volume discounts, shipping and other miscellaneous waivers of charges.

Individual campuses reserve the right to implement any resulting agreement(s) based on the best value for that specific campus. Individual campuses may engage in further negotiations with Offeror(s) to establish more beneficial terms to expand potential partnership opportunities, or other such programs. These programs may provide mutually beneficial opportunities including but not limited to additional consolidation, potential exclusivity, additional marketing exposure, collaborative research and sustainability opportunities, scholarships fellowships, or internship opportunities.

Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.

Offeror offers the entire portfolio in its proposal. As a Primary awarded supplier, and in consideration for the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:

Formatted: Indent: Left: 0.08", First line: 0", Right: 0.05", Space Before: 0 pt

- [Designate Offeror as UC's Primary Laboratory Supplier on e-commerce platforms](#)
- [Make available all items covered by the Agreement through UC's eProcurement and UC Location e-commerce Punch out catalogs. In the event items are blocked from Punch out catalogs, such goods shall not be eligible for CAF, other fees, or incentives.](#)
- [Make available through UC's eProcurement and UC Location e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Offeror from the Life Sciences Group of Offeror and all third-party products;](#)
- [UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end-users through their e-procurement systems throughout the term of the agreement;](#)
- [Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands \(e.g. exclusive brand from a mutually available supplier\) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;](#)
- [Prioritize Offeror's Products on technically equivalent products where possible;](#)
- [Ensure competitor catalogs will not have weighted attributes to supersede the Offeror's offering](#)

7. eCommerce

UC procures standard, off-the-shelf products through various ecommerce systems and as such, a qualified distribution offeror must have ecommerce capabilities that are compatible with various UC ecommerce platform requirements, and the Offerors are required to be up-to-date on said technology.

UC reserves the right to curtail the ePRO content to support operational efficiencies, which may include limitation on the number of part numbers for the hosted catalog, limitations on the punch-out, or any combination thereof. UC reserves the right to enhance specific programs or policies that focuses on Sustainable Procurement opportunities. UC reserves the right to selectively use specific technological upgrades and Offerors are required to honor UC's decision regarding the

use of specific features.

For the purposes of this RFP, UC expects each offeror to offer a proposal covering its full line of products and services to both the UC AND the national program. Should the Offerors have UC or national restrictions but wish to participate in the national program where feasible or is unable to participate in a national program, offerors shall note the restrictions, limitations, or the Offeror's inability to participate in a national program with an explanation to the UC in writing with their response.

Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.

Offeror offers the entire portfolio in its proposal. As a Primary awarded supplier, and in consideration for the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:

- Designate Offeror as UC's Primary Laboratory Supplier on e-commerce platforms
- Make available all items covered by the Agreement through UC's eProcurement and UC Location e-commerce Punch out catalogs. In the event items are blocked from Punch out catalogs, such goods shall not be eligible for CAF, other fees, or incentives.
- Make available through UC's eProcurement and UC Location e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Offeror from the Life Sciences Group of Offeror and all third-party products;
- UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end-users through their e-procurement systems throughout the term of the agreement;
- Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- Prioritize Offeror's Products on technically equivalent products where possible;
- Ensure competitor catalogs will not have weighted attributes to supersede the Offeror's offering

Note: There are no minimum or maximum guarantees associated with this RFP. UC certifies that the expenditure is based on UC's historical spend only.

8. Overall Scope of Work

This section reflects the needs and requirements of the UC, which may differ from OMNIA Partners Participating Public Agency requirements. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded offeror based on the terms and conditions of the UC Agreement. The participating agency or agencies may further negotiate certain terms and conditions to conform to their purchasing and contracting requirements. Any further negotiation is separate and independent than the agreement set for by the UC. All participating agencies are a stand-alone entity, and the UC is not responsible for any cost incurred by the participating agency, nor does the UC (implicitly or explicitly) act as a reference for those participating agencies. All negotiations shall not exceed the value of the proposal expressed herein. A participating agency may reposition value to meet the needs of a specific institution. All

[repositioned value must be mutually agreed to and noted in the Letter of Intent and mutually executed.](#)

9. National Expectation

Within the national program, each offeror awarded an item under this solicitation may offer their complete product and service offering/balance of line for General Lab Supplies and Distribution services. Pricing for complete product offering/balance of line items will be determined by a percentage discount reduced from the Offeror's retail price list. The pricing percentage discount offered must be entered on the Price Page in the Complete Product Offering/Balance of Line section/in the Offeror's response to the Price Proposal section of the Proposal Evaluation Requirements. The participating agency reserves the right to accept or reject any or all balance of line items offered. [Offerors offer is for a Prime Supplier Award– In consideration of the favorable financial terms, incentives and services provided by Offeror, OMNIA agrees to designate Offeror as its Prime supplier of laboratory products, consumables, chemicals, safety product, lab furnishings and equipment. Additional Prime Supplier terms apply. OMNIA will solely award to a Prime supplier.](#)

10. Minimum qualifications requirement of the Offerors

Offeror should have verifiable successful experience in providing the range of products and services specified in this RFP as a key supplier.

Offeror should be able to demonstrate and show evidence of having the capability to provide the required products and/or services by possessing adequate available resources.

In addition to the information required above, UC may request additional information either from the Offeror or others, and may utilize site visits and offeror presentations, as reasonably required by UC to verify the Offeror's ability to successfully meet the requirements of this RFP. UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports such as third-party assessment like EcoVadis, for further indications of the Offeror's ability. Should additional information be required from the Offeror's references, untimely responses or a lack of response by the references may impact the Offeror's RFP and may become subject to rejection in part or outright.

11. UC's expectation of Qualified Offerors

For the purpose of this RFP, Offerors are defined as those manufactures and/or distributes products and services which meet RFP specifications, including UC Sustainability goals as requested and/or required in the UC Sustainable Procurement document, and is capable of

supplying the required product and/or services in a consistent manner as a preferred distributor(s) and demonstrates sufficient breadth of product to support the UC.

Formatted: Right: 0.05", Space Before: 0 pt, Line spacing: Exactly 12 pt

This shall be evidenced by completion and acknowledgment of all documents including the Market Basket, Value-Added Services, Sustainability Questionnaire, Sustainability Market Basket, ePRO Questionnaire and National Program Questionnaire.

12. National Program

Offeror must complete and upload OMNIA Partners Exhibits A, F, & G, found within the Questionnaire Section within CalUsource and marked as National Program.

Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

The successful Offeror will be required to sign Exhibit B, OMNIA Partners Administration Agreement, found within the Guidelines Section within CalUsource. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

13. Sustainability Requirement and Expectation

UC campuses and medical centers are nationally recognized living laboratories of sustainability, a commitment that began in 2003 through a student initiative that led to the UC Regents' adoption of the Presidential Policy on Green Building Design and Clean Energy Standards in 2004. The 'Sustainable Practices Policy' (pdf) includes climate protection, transportation, packaging, recycling and waste management, procurement, food and water. As part of this RFP, the University will allocate a minimum of 15% of the awarded points utilized in solicitation evaluations to sustainability criteria. Criteria may include, but is not limited to, sustainable product attributes, supplier diversity, supplier practices, contributions to health and well-being, and materials safety. UC's sustainability initiatives and policies that impact procurement can be found at:

<https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf>

<https://policy.ucop.edu/doc/3100155/SustainablePractices>

UC expects contract awardees to complete a CSR Assessment with EcoVadis within 180 days of Agreement signatures for the purpose of establishing a baseline score and measure ongoing improvements utilizing new annual scores throughout the duration of the contract.

14. Issuing Office (UC Procurement Services) & Communications Regarding the RFP

This RFP, and any subsequent addenda is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. ~~UC Procurement Services and/or its delegate is authorized to~~ By mutual written agreement, the parties may change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Offerors are not permitted to communicate with UC employees regarding this solicitation during

the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below. All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the web portal, CalUsource (as further detailed herein) or the established office hours. If an offeror is found to be in violation of this provision, the UC reserves the right to disqualify Offeror from further consideration.

Formatted: Right: 0.06", Space Before: 0 pt

UCOP RFP Contact

Valerie Vergara, MBA, CPSM

Associate Director of Life Sciences

University of California-Procurement Services

Email: valerie.vergara@ucop.edu

Cc: heidio@uci.edu

Subject Line: General Lab Supply RFP#-002101-July2020- Company Name

15. RFP Activities and Phases

Offerors interested in submitting proposals in response to this RFP should do so according to the schedule as reflected in Timelines section in the CalUsource portal. An offeror may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

The University reserves the right to modify the schedule of events and make changes to other provisions in this RFP. It is the Offeror's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. The table 1: RFP Activities, identifies the activities associated with the RFP.

RFP Activities

RFP Issuance	August 19 th 2020
Pre-proposal Conference (optional)	Sept 3 rd 2020 (11:00 to 12:30 Pacific Time)
Office Hour (optional)	Every Monday starting Sept 14 th Until RFP close (12:30 to 1:30 Pacific Time)
Distributor submission date (in CalUsource)	Oct 26 th 2020
Evaluation Start	Oct 27 th 2020
All Contracts Completed by	March 1 st 2021

Conference Line

Zoom Link	Life Sciences RFP Zoom Link Pre-Proposal Conference
Meeting ID:	963 5775 9840
Password	820947
local number registry	https://UCOP.zoom.us/j/aeaPWPv8v0

Office Hours: Mondays, Sept. 14th until Oct 24th between 12:30 to 1:30 Pacific Time, using the same call information above.

If no one is in attendance within the first 15 minutes, the line may be closed for the rest of that hour. All calls and email communications related to the RFP may be recorded and made available in CalUsource.

Attendance at this conference are not mandatory. If an offeror is unable to attend the Pre-Proposal Conference, questions should be submitted in writing. The purpose of this conference will be to clarify, and address, questions related to the Request for Proposal contents. Any apparent omission or discrepancy should be presented to the UC as soon as it is discovered. UC will correct the discrepancy, if needed, with a written addendum or amendment to the RFP. Oral statements or instructions will not constitute a valid addendum or amendment to this RFP.

16. Multi-Phased Initiative

This Initiative will consist of the following separate phases

Phase	Requirement	Summary
Prerequisite	In CalUsource	Offeror must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines Section in CalUsource before advancing in the proposal process.
Phase I	RFP Submission	University of California supplier proposal evaluation process. UC determination of suppliers in each category (primary, secondary, and small businesses) moving to negotiation phase.
Phase II	Final Negotiations with Suppliers	University issues written supplier awards.
Phase III	Contract Finalization	University and the Offeror shall enter into a contractual agreement which is identified as Purchase agreement. The purposes of the purchasing agreement is to finalize the agreement.

17. CalUsource- UC Procurement Services RFP portal

Proposals, in response to this RFP, must be submitted online using CalUsource no later than the time and due date reflected in the CalUsource portal. No mailed, telephone, emailed, or late proposals will be considered. Unless UC is notified that the CalUsource portal are equally unavailable to all UC's qualified offerors, the Offeror's inability to enter their response into

CalUsource, will not be accepted as reason for a late responses.

For help with CalUsource-

Contact	Information
Offeror's Resources	https://CalUsource.net/Proposer-resources/
CalUsource by GEP Support	1-732-428-1578 or support@gep.com .

Identify yourself as registering in the University of California network.

18. Proposal Submission, Structure and Expectations

Offerors must provide complete, straightforward, concise responses to all Guidelines, Questionnaires, Price Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Offerors warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Offeror's eligibility to participate in future UC business.

If Offeror is submitting proposal as a Manufacturer under this RFP, then all proposed pricing for normally distributed products/services will be available to the Customer's or Campus' distribution channel of choice. The Manufacturer is expected to work with distribution channels to offer pricing support. The pricing Manufacturers submit under this RFP will become the actual price to the Customer or Campus.

19. Response to the RFP

Each offeror is expected to exercise their best professional independent judgment to comply with RFP requirements. If there are any discrepancies in, omissions to, or questions about the RFP information, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. All inquiries and responses to individual offeror questions will be made available to all Offerors that submit a notification via the CalUsource portal of their intent to bid. UC reserves the right not to respond to every inquiry if the subject has been addressed previously.

20. Pricing

UC pricing requirements are as outlined within the GLS RFP Market Basket Workbook, including the requirements to meet the minimal standards set by the RFP. Any additional documents or requirements shall be uploaded separately into CalUsource RFP 002167-AUG2020 module.

21. National requirements

A price discount structure for Goods (all categories) is being requested within the RFP document GLS RFP Market Basket Workbook.

When completing these sections of the RFP, any and all references to LIST price is defined in the following way, to assure consistent definition- product prices that are published in some form by the Offeror manufacturer that is independently verifiable. This is also known as Offeror's January Published List Price- Manufacturer's Retail Price or MSRP. ~~Offeror agrees not to charge the national contract above MSRP for any product or service.~~

Pricing/Discount Structures for Franchise Products resulting from this RFP process, shall remain firm for the initial period of any agreement awarded pursuant to this RFP. In addition, actual

Formatted: Indent: Left: 0.08", Right: 0.06"

prices quoted at the time of this RFP cannot increase [REDACTED] during the first 12-month period of the agreement [according to](#), regardless of any

Formatted: Highlight

change to th

[Redacted text block]

[Redacted text block]

- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight

In addition to any decrease or increase in cost to franchise products -during the Contract term, owing to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer participating agencies competitive pricing which is lower than the price set forth herein at any time during the Contract term. The resultant promotional price shall not be applied as a global price reduction under the Contract.

22. Errors and Omissions

If the Offeror discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Offerors who have access to this RFP. No Offeror will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the UC was not notified, and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal Proposal information

Offeror bears all costs incurred in the preparation and submission of Proposals, including presentations, demonstrations and provision of Services to the UC for independent testing purposes. All Proposals shall remain valid for a period no less than a 12-month period, post solicitation close.

23. Addenda to the RFP

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the UC via the CalUsource portal and made available to the qualified registered Offeror. The UC will not be responsible for failure of any prospective Offeror to receive such addenda. All addenda will become part of the RFP, where Offeror expressly assents to such addenda.

24. Interpretation of Submission

Offeror is required to review all documents associated with this RFP and provide input into all of the sections, including the documents which requires signature as acknowledgement of the expectation of the offeror(s). Any sections and items that are not applicable should be identified as 'Does Not Apply' unless instructed otherwise. The UC is under no obligation to connect with the Offeror at any time to determine the intention of the Offeror(s). Therefore, the UC, at its sole discretion, reserves the right to review the submission in part or as a whole. Non-compliance or

sections left blank, unless instructed otherwise may be interpreted as incomplete which may result in the rejection of the proposal in part or in its entirety.

25. Included Documents

All documents must be read and acknowledged in CalUsource prior to the final submission of the Proposal.

- a. RFP Event and Process Summary (this document)
- b. GLS RFP Market Basket Workbook- Includes, but not limited to
 - i. instructions,
 - ii. weight and evaluation,
 - iii. discount structures
 - iv. Market-Basket
 - v. Private label
 - vi. Sustainability definition

- vii. Sustainability criteria – specific to Question #13 c. UC Terms and Conditions of Purchase
- d. UC eCommerce Appendix
- e. UC FEMA Addendum
- f. Example UC Purchase Agreement & UC Statement of Work
- g. OMNIA Partners Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit H (Requiring Acknowledgement)
- h. OMNIA Partners Exhibit A, Exhibit F, and Exhibit G (Requiring Responses/Uploads)

Formatted: Indent: Left: 1.3", First line: 0", Right: 0", Space Before: 0.15 pt, Line spacing: single

26. Questionnaires and Expectations

In addition to the downloadable documents, the General Lab Supply RFP consist of two mandatory questionnaires (eCommerce and sustainability) within CalUsource RFP#002167-AUG2020, which is required as part of the final RFP submission.

Questions are categorized for viewing and response and shall be evaluated and graded. For submission (upload) into CalUsource, any document that requires the Offer's input, the Offer shall update the submission in the following way-

Example: Original document name- GLS RFP Market Basket Workbook

Updated document name: GLS RFP #002167-AUG2020 Company name, GLS RFP Market Basket Workbook

If an attachment or link is necessary for some questions to further clarify or illustrate a response, Offerors are required to use the following naming convention on all the documents submitted. Documents that do not follow the said outline will not be evaluated.

Naming Convention of document(s)

GLS RFP ### company name, Doc 1 of 5, Questionnaire- Sustainability, Q#3

Offeror must not include superfluous materials such as marketing materials or website links in lieu of specific responses to the questions herein and may be disqualified for such submission. Manufacturers may provide a joint response with their preferred distribution partner channel. Partnership to participate in the RFP jointly must conform to all the requirements of this RFP and be submitted by the "Primary Supplier" who will assume principal responsibility for this RFP and/or execution of any future contracts awarded as a direct result of this RFP.

The University reserves the right to negotiate directly with a manufacturer or distributor. Non-contracted/awarded product lines, purchased from the manufacturer directly or the distributor, are not excluded from future UC bidding requirements and/or authorization processes. Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.

Offerors must operate within the guidelines of all Federal and State Labor Codes. Collusion among Offerors is not allowed. If there is proof of collusion among Offerors, all Proposals involved in the collusive action will be rejected.

Late proposals will not be accepted unless it is the UC's determination that UC technical issues are responsible for the delay or failure.

27. Proposal Evaluation, Review and Agreement Award

Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Offeror(s) whose Proposal, in UC's assessment, offers the best overall value to the UC when

considering the total value of the proposal, including, but not limited to service quality, total cost, volume discounts, special manufacturer's offers, minimum order quantities, free goods program, value-added offerings, and breadth of national program.

Formatted: Indent: Left: 0.07", Right: 0.06", Space Before: 0 pt, Line spacing: Exactly 12 pt

Proposals will be evaluated using a Best Value Evaluation Methodology as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8. The objective performance criteria may include price, features, long-term functionality, life-cycle costs, overall sustainability, corporate social responsibility, required services, and the reduction of overall operating costs included in the proposal. The evaluators will examine the proposals by applying uniform criteria to evaluate each Offeror's ability to meet the UC's specifications.

For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

Program Pricing/Cost – 45%

Service Capability, Proposal Terms, and Value-Added Services – 15%.

National Program – 15%.

Sustainability/Corporate Social Responsibility – 15%.

E-Commerce Program – 10%.

Experiences with the UC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and supplier experience.

The UC reserves the right to conduct interviews with some or all offerors at any point during the evaluation process. However, the UC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the offeror/respondent/supplier/vendor for the costs associated with the interview process.

Exclusive or concurrent negotiations may be conducted with responsible offerors for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract, unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competitors.

28. Potential Contract Terms and Guidelines

Awards may be made of the Manufacturer(s) as a single entity to the specified UC distribution partner for the purpose of supplying goods and services to the University. The term Offeror can therefore refer to the Offeror itself, [Offeror](#), Manufacturer, Distributor, OEM or any supply chain entity the Offeror utilizes to carry out its duties and obligations outlined in the RFP.

Upon the award and execution of this RFP, any awarded Agreement(s) will be available to all current and future locations of the University of California, UC Medical Centers and its Affiliates, along with the Community Colleges, and the California State Colleges [\(the "Additional Locations"\)](#), [where such Additional Locations are bound by written agreement to the awarded Agreement](#). The University of California is responsible for discount structures, market basket pricing and other contractual agreements related to general laboratory business, equipment maintenance and services (within the RFP scope) for the UC's ten campuses and affiliates only. The UC is not responsible for fiduciary matters, administration, payments, performance, maintenance, e-procurement, and any other contractual operations arising from this RFP when the procuring customer is outside the University of California system.

The UC anticipates contracts (Agreements/Master Agreements), resulting from this RFP, to be long-term contracts of 8 years. Initial contract term, for resulting Agreements, shall be for a period of four (4) years dating from the contract signature date known as the original contract period. The contract provides for the possibility of up to two (2) two-year renewals that can be exercised

individually, in combination, a single block of four years, or not at all. The contract renewal is at the sole discretion of the UC, the OMNIA Partners, and communicated to the contracted supplier in writing.

Formatted: Right: 0.06", Space Before: 0 pt

29. No Mandatory Use

~~Offerors are advised that there is no mandatory use policy at the University of California for agreements. As a result, UC does not guarantee any specific amount of business forthcoming from this RFP. As an example, some of the campuses currently have a Small Business Program/DVBE in place for purchasing items, including Furniture, from Small Businesses or DVBE. The UC may continue or expand purchasing these items through its current Small Business Program/DVBE depending on the results of this RFP. A winning Offeror may still see some competition at any given UC location for any given service. In addition to the above, no amounts of purchase, either quantity, particular products, or dollar value, are guaranteed. The University reserves the right to separately bid any single procurement involving an expenditure of \$350,000 and any procurement that is part of a construction "project" (as that term is defined in California Public Contract Code section 10500) cannot be made under any contract resulting from this RFP. However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Offeror is expected to garner a very large percentage of the total available UC business.~~

30. Disclosure of Records/Confidentiality of Information

All Proposal responses and related documents submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.

Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of ~~five (5) years~~ three (3) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information." Information that is readily obtainable in the public domain does not qualify as Trade Secret Information or Confidential Information, and therefore, the Offeror is advised to use the designation sparingly.

Should a request be made of the University of California for access to the information designated confidential or trade secret by the Offeror and, on the basis of that designation, UC denies the request, the Offeror may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

[Offeror designates all of its pricing information as a confidential trade secret. As a distributor and not a manufacturer of goods, Offeror's primary competitive intellectual property is its pricing and incentives. To the extent permissible by FOIA and CA State Government code 6250 et. Seq., Offeror requests the opportunity to protect such intellectual property and to vigorously defend such claims in a court of competent jurisdiction.](#)

31. Termination of the RFP

~~This RFP or any agreement resulting from this RFP may be canceled in whole or in part by University (for cause and/or for convenience). UC may cancel the RFP or its subsequent Agreement should UC experience a material breach and is not resolved within an agreed upon cure period or 30 days as agreed upon between the UC and the Offeror.~~

32. Order of Precedence

For clarity the order of precedence shall be as follows:

1) Final Contract(s) awarded from the RFP and subsequent amendments to those whose offer has been accepted;

2) RFP Documents, and documents referenced in paragraph 21, and as found in CalUsource with any addenda and any written communications evidencing agreement relative to the contract.

Should an Agreement be awarded to the Offeror, any and all amendments shall take precedence in the Order of Precedence.

33. Exceptions

The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by the University (or OMNIA Partners, only if terms are OMNIA Partners specific). Please note, any exceptions to Minimum Mandatory Requirements (as explained below) or the Mandatory Product & Service Requirements (within the Guidelines/Prerequisites and within this document), may disqualify an Offeror's submittal.

34. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, alternative pricing must be provided that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications - Exhibit F. All FEMA orders and/or DPAS rated orders must be appropriately marked and delivered to Offeror as soon as possible.

Surcharges and/or Tariffs – Any such charges must be substantiated through appropriate documentation prior to the application. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

Where a failure to perform under this Agreement is caused by a Force Majeure event, Offeror shall have the right to either: (i) terminate, by written notice to UC, all or part of the Order without liability or (ii) extend the date of delivery or performance for a period equal to the duration of the delay. "Force Majeure" means fires; strikes; riots; pandemic or epidemic; embargoes; explosions; earthquakes; floods; wars; acts of terrorism; the elements; labor disputes; shortages of or inability to secure materials or transportation facilities; regulatory acts of government; or other causes or events beyond a party's control.

35. Audit Requirements

UC shall be entitled, upon reasonable prior notice to Offeror, to perform an annual price accuracy audit in respect of the prices charged by Offeror over the prior year. Offeror shall provide UC with reasonable assistance in respect of such audits, including the provision of reasonable history of sales information. In respect of Third Party Products, the parties agree that such audit may include a sampling of Third Party pricing (not to exceed ten (10%) percent of Third Party Products purchased). The UC shall have the right to identify which Third Party Products purchased it wishes to audit within the sample. Offeror shall provide the auditor all details in determining the cost to the

UC, including the Offeror's invoice for a given item. In the event there are discrepancies found, the Offeror will allow the UC to Audit up to 100% of Third Party Products purchased. Disclosure of price information to any third party consultant appointed by UC shall be subject to the consultant entering into reasonable commitments of confidentiality with Offeror in respect of the information disclosed. UC will conduct such audits at its sole cost and expense, and all findings shall be deemed to be Offeror's confidential information. UC will share the results of such audits with Offeror and allow Offeror a reasonable time period to respond to such findings. In calculating any

Formatted: Left, Indent: Left: 0", Right: 0"

any addenda and any written communications evidencing agreement relative to the contract.

Should an Agreement be awarded to the Offeror, any and all amendments shall take precedence in the Order of Precedence.

33. Exceptions

The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by the University (or OMNIA Partners, only if terms are OMNIA Partners specific). Please note, any exceptions to Minimum Mandatory Requirements (as explained below) or the Mandatory Product & Service Requirements (within the Guidelines/Prerequisites and within this document), may disqualify an Offeror's submittal.

34. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, alternative pricing must be provided that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications—Exhibit F. All FEMA orders and/or DPAS-rated orders must be appropriately marked and delivered to Offeror as soon as possible.

Surcharges and/or Tariffs — Any such charges must be substantiated through appropriate documentation prior to the application. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

Where a failure to perform under this Agreement is caused by a Force Majeure event, Offeror shall have the right to either: (i) terminate, by written notice to UC, all or part of the Order without liability or (ii) extend the date of delivery or performance for a period equal to the duration of the delay. "Force Majeure" means fires; strikes; riots; pandemic or epidemic; embargoes; explosions; earthquakes; floods; wars; acts of terrorism; the elements; labor disputes; shortages of or inability to secure materials or transportation facilities; regulatory acts of government; or other causes or events beyond a party's control.

35. Audit Requirements

UC shall be entitled, upon reasonable prior notice to Offeror, to perform an annual price accuracy audit in respect of the prices charged by Offeror over the prior year. Offeror shall provide UC with reasonable assistance in respect of such audits, including the provision of reasonable history of sales information. In respect of Third Party Products, the parties agree that such audit may include a sampling of Third Party pricing (not to exceed ten (10%) percent of Third Party Products purchased). The UC shall have the right to identify which Third Party Products purchased it wishes to audit within the sample. Offeror shall provide the auditor all details in determining the cost to the UC, including the Offeror's invoice for a given item. In the event there are discrepancies found, the Offeror will allow the UC to Audit up to 100% of Third Party Products purchased. Disclosure of price information to any third party consultant appointed by UC shall be subject to the consultant entering into reasonable commitments of confidentiality with Offeror in respect of the information disclosed. UC will conduct such audits at its sole cost and expense, and all findings shall be deemed to be Offeror's confidential information. UC will share the results of such audits with Offeror and allow Offeror a reasonable time period to respond to such findings. In calculating any

underpayment or overpayment, UC shall be required to offset any undercharges against overcharges. In the event that UC wishes to engage a third party auditor to perform any audits under this agreement or related to the RFP, such third party auditor must execute a confidentiality agreement with Offeror in a form acceptable to Offeror. Any potential agreement issued as a result of the RFP shall be subject to the examination and audit by the Auditor General of the State of California, Controller General of the United States, or UC authorized third party as required to comply with Local, State or Federal regulations require. All offerors should expect that records may be requested by the UC, an authorized third party, or by the Auditor General of the State of California for a period of seven (7) years after the RFP award or final payment under the agreement. The UC, UC's authorized third party, Auditor General of the States of California, Controller General of the United States, or legal entities shall have the right to examine any pertinent books, documents, papers, and records of the Offerors (Bidders/Suppliers) involving transactions and work related to any such agreement until the expiration of seven (7) years after the final payment hereunder. All cost associated with the administration of the records retention requirement, administration of the RFP, or the management and work related with the Agreement is the sole responsibility of the Offeror (Supplier/Bidder).

36. Glossary of terms

Offeror- Suppliers or manufacturers submitting a response to this solicitation and qualified to meet the minimum requirements set forth in the RFP.

Distribution Channel- how the products are delivered to the end user, which consists of manufacturers to end user (or direct distribution channel), through a distributor (or indirectly to the end user)

Distributors- Supplier that distributes products from multiple manufacturers including self-manufactured products

Franchise Products - Shall mean those products from suppliers with whom Offeror has an established and/or contractual distribution relationship. Franchise Products are currently designated within Offeror's system as Product Type 03 or Product Type 04. Specific product type designations may be subject to change.

General Lab Supply – general products and services used in most laboratories across the UC and the US. May consist of the following items: water bath; plastic and glass labware; media; pipets and pipet tips; basic and routine small volume of chemicals; PPE or safety products; The list is not inclusive of all products that fall into this category nor is it specifically excluding items that are used in most laboratories. Products are generally available through multiple suppliers that can aggregate the products as a one source or directly from manufacturers, depending on the specific product and business models.

Lead Agency- the entity that is conducting the RFP, in this instance, the UC.

Lead Agency Marketing Program (LAMP)- partnership between the lead agency who conducts the RFP and the Marketing Partner that will socialize the Lead Agency contract nationally.

Manufacturers- Producer of the product(s).

Market Basket- Consists of a list of products that are used in a wide variety of laboratories. It represents a cross-section of products that the UC purchases. Consists of specific historical information, such as part numbers, descriptions, product and quality specifications and the manufacturer information. It is used to determine the best price value offer.

Master Agreement, Purchase Agreement, Master Purchase Agreement or the Contract- Agreement between the legal entities, which may be called a contract, which outlines the business and legal terms and condition for the entities.

National Program- program as prescribed by OMNIA Partners to market the UC- General Lab Supply contract within the US to public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies")

OMNIA Partners- UC's Lead Agency Marketing Partner, in partnership with the UC and the awardee, will syndicate the contract to governmental and public sector entities for adoption.

Request for Proposal (RFP) - informational and instructional formal document regarding the intention of the solicitation, qualifications, and the expectation of the offerors.

Statement of Work- Outlines the requirements, minimum standards, and expectations set forth in the body of the main document, which can be not exclusive of the Purchasing Agreement or the RFP document.

University of California- may be referenced as the UC, University, or the UC System-wide. List of the campuses below.

Value Added Service- additional services or other offering that is not easy to quantify within the market basket. Consists of various types of fee-for-service or no-fee-for-service programs designed to enhance the business relationship between the offeror and the UC. An example is a glove recycling program agnostic of the manufacturer.

Third Party Products - shall mean those products from suppliers with whom Offeror does not have an established distribution relationship, but offers to Customer as an aggregation or convenience service. Third Party Products are currently designated within Offeror's system as Product Type 07.

| Tier- aggregate annual expenditure

37. List of University of California locations

Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz

| Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco

The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.

The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.

UC Hastings College of Law.

Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.

Additional centers and offices as further detailed at:

<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>.

RFP Submission Cover page (EXAMPLE)

**Title: University of California (UC) SYSTEMWIDE
General Lab Supply & Distribution Services
Distributor
Request for Proposal # 002101-July2020**

Supplier Name Fisher Scientific Company, L.L.C.

Address (HQ) & Phone 300 Industry Drive, Pittsburgh, PA 15275

Primary Contact [REDACTED]

Title Vice President, Academic, Government and Medical Research

[REDACTED]

Address (HQ) & Phone

Primary Contact

Title

Email & Phone

Name	Pages	Format
Pricing		
1. GLS RFP 002101 - AUG2020 Thermo Fisher 3a - Supplier UC Discounts - Current Contract		Excel
2. GLS RFP 002101-AUG2020 Thermo Fisher 3a - Supplier UC Discounts Tier 1 - Redacted		Excel
3. GLS RFP 002101-AUG2020 Thermo Fisher 3c Service Final Tier 1 - Redacted		Excel
4. GLS RFP 002101-AUG2020 Thermo Fisher 4a - Market Basket Final TIER 1 - Redacted		Excel
5. GLS RFP 002101-AUG2020 Thermo Fisher 4b - Private Label Final TIER 1 - Redacted		Excel
6. GLS RFP 002101-AUG2020 Thermo Fisher 5 - Sustainability Final TIER 1 - Redacted		Excel
7. GLS RFP 002101-AUG2020 Thermo Fisher Final OMNIA Market Baskets - Redacted		Excel
8. GLS RFP 002101-AUG2020 Thermo Fisher Final OMNIA Supplier Discounts - Redacted		Excel
9. GLS RFP 002101-AUG2020 Thermo Fisher, 3a - Supplier UC Discounts Final TIER 1		Excel
10. GLS RFP 002101-AUG2020 Thermo Fisher, 3c Service Final TIER 1		Excel
11. GLS RFP 002101-AUG2020 Thermo Fisher, 4a - Market Basket Final TIER 1		Excel
12. GLS RFP 002101-AUG2020 Thermo Fisher, 4b - Private Label Final TIER 1		Excel
13. GLS RFP 002101-AUG2020 Thermo Fisher, 5 - Sustainability Final TIER 1		Excel
14. GLS RFP 002101-AUG2020 Thermo Fisher, Final OMNIA Market Baskets 2020-10-22		Excel
15. GLS RFP 002101-AUG2020 Thermo Fisher, Final OMNIA Supplier Discounts		Excel
16. GLS RFP 002101-AUG2020 Thermo Fisher, UC Attachment 1b FY 2019-2020 Supplier Univ of C His Spend Price Catalog - Redacted		Excel
17. GLS RFP 002101-AUG2020 Thermo Fisher, UC Attachment 1b FY 2019-2020 Supplier Univ of CA Historical Spend Price Catalog - FINAL		Excel
18. GLS RFP 002101-AUG2020 Thermo Fisher3a- Supplier UC Discounts-Current Contract Redacted		Excel

Name	Pages	Format
Response		
1. GLS RFP 002101-AUG2020 Thermo Fisher OMNIA Partners - Exhibit A GLS - Redacted	55	Word
2. GLS RFP 002101-AUG2020 Thermo Fisher, Example-UC Master Agreement	4	Word
3. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - Ecommerce	1	Word
4. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - FEMA Addendum	1	Word
5. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - GLS Statement of Work	2	Word
6. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - Master Agreement	1	Word
7. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - Supplier Information	1	Word
8. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - Terms and Conditions	1	Word
9. GLS RFP 002101-AUG2020 Thermo Fisher, Exceptions to UCal Documents - Univ of CA Systemwide Gen Lab Supply Distribution Services RFP	2	Word
10. GLS RFP 002101-AUG2020 Thermo Fisher, Exhibit B, Exceptions to OMNIA Partners Admin Agmt	2	Word
11. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners - Exhibit A GLS	55	Word
12. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners - Exhibit B Administration Agreement Example - Redacted	14	Word
13. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners - Exhibit B Administration Agreement Example FINAL	14	Word
14. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners - Exhibit C Master Intergovernmental Cooperative Purchasing Agreement Example for UCOP	4	Word
15. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners - Exhibit D Principal Procurement Agency Certificate Example for UCOP (1) (003)	1	PDF
16. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners Exhibit G New Jersey Compliance Form for UCOP	16	PDF
17. GLS RFP 002101-AUG2020 Thermo Fisher, OMNIA Partners-Exhibit F Federal Funds Certifications Form	20	PDF
18. GLS RFP 002101-AUG2020 Thermo Fisher, Required-Supplier-Information	5	Word
19. GLS RFP 002101-AUG2020 Thermo Fisher, UC Distributors General Lab Supply Request for Proposal - Redacted	27	Word
20. GLS RFP 002101-AUG2020 Thermo Fisher, UC Distributors General Lab Supply Request for Proposal	26	Word

Formatted Table

21. GLS RFP 002101-AUG2020 Thermo Fisher, UC Ecommerce-Appendix	7	Word
22. GLS RFP 002101-AUG2020 Thermo Fisher, UC Purchasing-GLS Statement of Work - Redacted	20	Word
23. GLS RFP 002101-AUG2020 Thermo Fisher, UC Purchasing-GLS Statement of Work	20	Word
24. GLS RFP 002101-AUG2020 Thermo Fisher, UC-FEMA Addendum Appendix	3	Word
25. GLS RFP 002101-AUG2020 Thermo Fisher, UC-Terms-Conditions	17	Word

Name	Pages	Format
Attachments		
1. GLS RFP 002101-AUG2020 Thermo Fisher V3 UPDATED Final GLS Bid Sheet Attachment 2,3,4 Redacted	16	PDF
2. GLS RFP 002101-AUG2020 Thermo Fisher V3 UPDATED Final GLS Bid Sheet Attachment 2,3,4	16	PDF
3. GLS RFP 002101-AUG2020 Thermo Fisher V3 UPDATED Final GLS Bid Sheet Attachment 5	2	PDF
4. GLS RFP 002101-AUG2020 Thermo Fisher V3 UPDATED Final GLS Bid Sheet Attachment 5 Redacted	2	PDF

Name	Pages	Format
Attachments - ECommerce		
1. GLS RFP 002101-July2020 Thermo Fisher, Doc 1 of 6, Questionnaire-ECommerce, Q#2	10	Word
2. GLS RFP 002101-July2020 Thermo Fisher, Doc 2 of 6, Questionnaire-ECommerce, Q#2	11	PDF
3. GLS RFP 002101-July2020 Thermo Fisher, Doc 3 of 6, Questionnaire-ECommerce, Q#8.1	1	Word
4. GLS RFP 002101-July2020 Thermo Fisher, Doc 4 of 6, Questionnaire-ECommerce, Q#9.1	1	Word
5. GLS RFP 002101-July2020 Thermo Fisher, Doc 5 of 6, Questionnaire-ECommerce, Q#12	15	PDF
6. GLS RFP 002101-July2020 Thermo Fisher, Doc 6 of 6, Questionnaire-ECommerce, Q#13	4	PDF

<u>Name</u>	<u>Pages</u>	<u>Format</u>
Attachments - Sustainability		
1. GLS RFP 002101-July2020 Thermo Fisher, Doc 1 of 10, Questionnaire-Sustainability, Q#4	<u>3</u>	<u>Word</u>
2. GLS RFP 002101-July2020 Thermo Fisher, Doc 2 of 10, Questionnaire-Sustainability, Q#5 Redacted	<u>8</u>	<u>PDF</u>
3. GLS RFP 002101-July2020 Thermo Fisher, Doc 2 of 10, Questionnaire-Sustainability, Q#5	<u>8</u>	<u>PDF</u>
4. GLS RFP 002101-July2020 Thermo Fisher, Doc 3 of 10, Questionnaire-Sustainability, Q#5	<u>8</u>	<u>PDF</u>
5. GLS RFP 002101-July2020 Thermo Fisher, Doc 4 of 10, Questionnaire-Sustainability, Q#6	<u>1</u>	<u>Word</u>
6. GLS RFP 002101-July2020 Thermo Fisher, Doc 5 of 10, Questionnaire-Sustainability, Q#7	<u>3</u>	<u>Word</u>
7. GLS RFP 002101-July2020 Thermo Fisher, Doc 6 of 10, Questionnaire-Sustainability, Q#8	<u>3</u>	<u>Word</u>
8. GLS RFP 002101-July2020 Thermo Fisher, Doc 7 of 10, Questionnaire-Sustainability, Q#11	<u>3</u>	<u>Word</u>
9. GLS RFP 002101-July2020 Thermo Fisher, Doc 8 of 10, Questionnaire-Sustainability, Q#13 Redacted	<u>1</u>	<u>Word</u>
10. GLS RFP 002101-July2020 Thermo Fisher, Doc 8 of 10, Questionnaire-Sustainability, Q#13	<u>1</u>	<u>Word</u>
11. GLS RFP 002101-July2020 Thermo Fisher, Doc 9 of 10, Questionnaire-Sustainability, Q#13	<u>12</u>	<u>PDF</u>
12. GLS RFP 002101-July2020 Thermo Fisher, Doc 10 of 10, Questionnaire-Sustainability, Q#14	<u>9</u>	<u>PDF</u>
13. GLS RFP 002101-July2020 Thermo Fisher, Exceptions to UCal Documents – Sustainability Questionnaire	<u>1</u>	<u>Word</u>

Required acknowledgement- COMPANY NAME acknowledges that the information submitted for this RFP is true and accurate at the time of the response submission to the UC.

October 21, 2020

Formatted: No underline

Name (print and sign) & Date

Vice President, Academic, Government and Medical Research

Title

Name (print and sign) & Date

Title

Required Supplier Information

A. Communications & Amendments Regarding the RFX

All communications, including any requests for clarification, concerning this Request for Proposal (“RFP”), Request for Quote (“RFQ”), Request for Qualifications (“RFq”), or Request for Information (“RFI”) (collectively, referred to as “RFX”) must be submitted via the Discussion Forum section of this RFX within CalUsource, the University of California and California State University Public Bid Site.

The University of California (“UC”) will make any changes, additions, or deletions to the RFX in the form of amendments electronically sent via the Public Bid Site. UC will not be responsible for failure of any prospective Supplier to receive such amendments. All amendments will become part of the RFX.

It is Supplier’s responsibility to read the entire RFX document, including any attachments, references and amendments, and to comply with all requirements listed herein.

For instruction on how to bid, refer to the CalUsource Supplier Bidding Guide under the Guidelines section of the Public Bid Site.

B. Proposal Submittal and Evaluation

1. This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable UC policies and California law. UC reserves the right to withdraw this RFX at any time. All documents submitted to UC in response to this RFX will become the exclusive property of UC and will not be returned.
2. Supplier is strongly encouraged to complete and submit its proposal/bid (“Proposal”) in the Public Bid Site well before the RFX closing date and time. A late Proposal will not be accepted after the RFX closing date and time.
3. Proposals must follow the format specified in the RFX. The submission of a Proposal confirms that it has been issued and reviewed by an individual authorized to enter into contracts on behalf of Supplier.
4. Supplier must not provide superfluous materials such as marketing materials or website links in response to or in lieu of the Questionnaires Section, and may be disqualified for providing superfluous materials. Supplier may, however, use attachments or website links to respond to Cost Questions if Cost is directly referenced in the question and such materials respond specifically to the question without extraneous information.
5. Any contract(s) resulting from this RFX will be awarded to the responsive and responsible Supplier who’s Proposal, in UC’s opinion, offers the greatest benefit to UC. Proposals will be evaluated by the UC evaluation team using the methodology set forth in the RFX Evaluation document attached to this RFX. NOTE: This applies to RFPs, RFqs, and RFQs only. RFIs do not result in contracts.
6. UC may waive irregularities in a Proposal provided that, in UC’s judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals. UC’s waiver of an immaterial deviation or defect will not modify the RFX documents or excuse Supplier from full compliance with the RFX specifications in the event a contract is awarded to Supplier.

7. UC reserves the right to reject all proposals, make more than one award, or make no award. Based on the results of this RfX process, UC reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. Based on the results of such requests, UC or its locations may enter into contracts with other suppliers to provide those products, while remaining UC locations may buy those products through this RfX. Any contract awarded pursuant to this RfX will incorporate the RfX requirements and specifications, as well as the contents of the Proposal as accepted by UC, and will be in writing. [Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.](#)
8. Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RfX.
9. Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentations to UC. If Supplier is the apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with UC.
10. Several UC campuses have enabled e-commerce using hosted catalogs and punch-outs. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC system-wide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punch-out catalog e-procurement environments, where enabled. [Supplier offers the entire portfolio in its proposal. As a Primary awarded supplier, and in consideration of the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:](#)
 - [Designate Supplier as UC's Primary Laboratory Supplier on e-commerce platforms](#)
 - [Make available all items covered by the Agreement through UC's eProcurement and UC Location e-commerce Punch out catalogs. In the event items are blocked from Punch out catalogs, such goods shall not be eligible for CAF, other fees, or incentives.](#)
 - [Make available through UC's eProcurement and UC Location e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Supplier from the Life Sciences Group of Supplier and all third-party products;](#)
 - [UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end users through their e-procurement systems throughout the term of the agreement](#)
 - [Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands \(e.g. exclusive brand from a mutually available supplier\) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;](#)
 - [Prioritize Supplier's Products on technically equivalent products where possible;](#)
 - [Ensure competitor catalogs will not have weighted attributes to supersede the Supplier's offering](#)
11. UC may visit Supplier's site, [upon reasonable notice and Supplier's consent](#), to verify that Supplier will meet the RfX specifications set forth in the Statement of Work ("RfX Specifications"). Additionally, in assessing Supplier's ability to perform, UC may consider factors including but not limited to Supplier's financial resources, past performance with UC, references from other customers, experience, organization, personnel, technical skills, operational controls, sustainable offerings and practices, supplier diversity, equipment, and quality control.

C. UC Sustainable Practices Policy

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The University values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, product, service, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

1. **Packaging Requirements:** Packaging for all products procured by the University must be designed, produced, and distributed to the end user in a sustainable manner. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - Uses bulk packaging;
 - Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - Maximizes recycled content and/or meets or exceeds the minimum post-consumer content

Formatted: Indent: Left: 0"

level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;

- Uses locally recyclable or certified compostable material.

The University has prohibited the use of Expanded Polystyrene (EPS) in foodservice facilities for takeaway containers. By 2020, the University will prohibit the sale, procurement, and distribution of expanded plastic foam materials [such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids] at all UC locations other than that utilized for laboratory supply or medical packaging and products where there is no functional alternative.

2. **Environmental Marketing Claims:** The University requires all sustainability related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims.

D. California Public Records Act

All proposals, supporting materials and related documentation are subject to the California Public Records Act. Marking a document "confidential" or "proprietary" may not prevent its release. [Supplier designates all of its pricing information as a confidential trade secret. As a distributor and not a manufacturer of goods, Supplier's primary competitive intellectual property is its pricing and incentives. To the extent permissible by FOIA and CA State Government code 6250 et. Seq., Supplier requests the opportunity to protect such intellectual property and to vigorously defend such claims in a court of competent jurisdiction. Supplier may require UC to sign a non-disclosure agreement in order to receive a copy of any existing or proposed agreement and related Pricing. The non-disclosure agreement is between Supplier and UC. The non-disclosure agreement will be in a form acceptable to Supplier.](#)

Formatted: Indent: Left: 0.96", Space Before: 0 pt

E. Insurance Requirements

If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFX.

F. Errors & Omissions

Supplier should as soon as reasonably practicable ~~immediately~~ notify UC of any apparent discrepancy, error, omission, ambiguity or lack of clarity in this RFX, any attachments, references and amendments. Supplier will not be entitled to compensation for any error or discrepancy that appears in this RFX except damages related to gross negligence or fraud.

G. Federal and State Water and Air Pollution Laws

UC will not contract with entities in violation of Federal or State water or air pollution laws. To determine if the State of California has a record that Supplier is in violation of California pollution laws, Supplier may contact the California Air Resources Board and California Water Resources Control Board. Supplier must disclose on an addendum to its Proposal any open violations of water or air pollution laws, along with Supplier's action plans to remedy the violations.

H. Collusion among Suppliers

Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, UC will reject all proposals involved in the collusive action.

I. Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing agreements with other Suppliers, or may be outside the scope of this RFX and may not be included in any awarded contract or may be included on a limited basis.

J. Disqualification

UC may disqualify any Supplier that does not adhere to the provisions in this Required Supplier Information.

K. Multiple Proposals

Supplier may not submit or be interested in more than one proposal for the same RFX; provided, however, that a person or firm that submitted a sub-proposal to a Supplier or who has quoted prices for goods and/or services to a Supplier is not thereby disqualified from submitting a sub-proposal quoting prices to other Suppliers.

L. Specifications and Exceptions

1. Unless documented as an Exception, the submission of a Proposal will confirm Supplier's acceptance of all RFX Specifications. In documenting an Exception to the RFX Specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFX Specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFX Specifications. If Supplier does not document an Exception regarding the RFX Specifications and it is found that goods and/or services delivered do not meet the RFX Specifications, Supplier will be required to correct same at Supplier's expense.
2. Unless documented as an Exception, Supplier's submission of a Proposal confirms acceptance of UC's Guidelines and Contract Documents. In documenting an Exception to the Guidelines or Contract Documents, Supplier must itemize in detail any exceptions taken to the Guidelines or Contract Documents and provide alternative language or provisions for UC to review. UC will not consider the submission of Supplier's terms and conditions to be documentation of an Exception. UC reserves the right to modify the Guidelines and Contract Documents as it deems necessary either before or during any negotiations with Supplier until mutual agreement is achieved.
3. Supplier is cautioned that if UC does not approve Supplier's request for Exception to the RFX Specifications and/or Guidelines and Contract Documents, and Supplier does not withdraw the request, the Proposal may be deemed non-responsive and ineligible for contract award.

M. Complaints and Protests

Controversies over the solicitation or award of a contract are covered by University of California Policy <https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>, which is posted online. The policy requests that a party with a complaint regarding the solicitation or award of a contract first attempt to resolve the complaint with the University contracting officer involved in the transaction.

If the complaint cannot be resolved informally, the complainant may file a formal written protest with the University contracting officer who will escalate this protest to the proper authority. Complainants should use the phrase "Formal Bid Protest" in the communication's subject line to indicate the intent to escalate the complaint. Under UC policy, formal written protests must be filed promptly (and in any event within two calendar weeks after the complainant knows or should have known the facts giving rise to the protest).

N. Offshoring of Services

Supplier must do one of the following in its Proposal:

1. Certify *under penalty of perjury* that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
2. Describe in its bid any parts of the services that will be performed by workers outside of the United States.

Additionally, UC will not, as a part of the contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agree to the warranties in Article 6(l) of UC's Terms & Conditions of Purchase.



This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

~~If in full agreement, t~~The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree ~~will to try to~~ electronically link the functionality of their respective systems, using commercially reasonable efforts. UC shall provide a contact and system support assistance to End-Users on all functionality and use issues, including links to the Supplier Site. When known, UC shall promptly notify Supplier of any such issues relating to a Catalog, the Supplier Site, or other Supplier materials or systems.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

~~UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.~~ UC Campuses shall have a maximum of 10 days to implement UC approved catalog updates.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least ~~five~~ ~~four (5)~~ (4) weeks prior to the first working day in January. Provided the Catalog file update conforms to the pricing agreement, Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; and the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change. Upon submission of Catalog file update, UC will have 10 working days to review and approve updates or raise objections. In the event that UC does not approve or reject any update within 10 working days of the file being submitted to UC, then Supplier shall be entitled to load the new pricing on the proposed Go

Live Date. If the Catalog file update does not conform to the pricing agreement, UC will review any corrected files submitted for approval by proposed Go Live Date.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog. Supplier strongly suggests moving to a hosted live price catalog with monthly updates to the proxy catalog to capture new items, price updates and discontinued items. Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. ~~Supplier agrees that UC may block Catalog items at the category and/or SKU level.~~

~~The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.~~ Punchout catalogs will return cxml data flags for controlled substances, hazardous, and radioactive materials. As requested, we can provide a data file of product attributes to assist in creating customized hosted icons.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

~~Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:~~

- i. ~~Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.~~
- ii. ~~Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.~~ Supplier is currently not WCAG 2.0 compliant, but is continually evaluating and improving its capabilities.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods

and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier Supplier proposes a Prime Supplier, Desk-top delivered proposal. Supplier offers the entire portfolio in its proposal. UC shall be required to offer the full breadth of portfolio products at each UC campus location via their e-commerce platforms. As a Primary awarded supplier, and in consideration of the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:

- I. Designate Supplier as UC's Primary Laboratory Supplier on e-commerce platforms
- II. Make available all items covered by the Agreement through UC's eProcurement and UC Location e-commerce Punch out catalogs. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives.
- III. Make available through UC's eProcurement and UC Location e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Supplier from the Life Sciences Group of Supplier and all third-party products. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives;
- IV. ; UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to endusers through their eprocurement systems throughout the term of the agreement;
- V. Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- VI. Prioritize Supplier's Products on technically equivalent products where possible;
- VII. Ensure competitor catalogs will not have weighted attributes to supersede the Supplier offering

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free. [Notwithstanding the foregoing, where either party discovers or believes an error has happened or is likely, the parties shall convene to discuss potential solutions.](#)

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

~~Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [specify hosted, Punch-out, or both] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.~~ Supplier offers the entire portfolio in its proposal. UC shall be required to offer the full breadth of portfolio products at each UC campus location via their e-commerce platforms. As a Primary awarded supplier, and in consideration of the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:

- I. Designate Supplier as UC's Primary Laboratory Supplier on e-commerce platforms
- II. Make available all items covered by the Agreement through UC's eProcurement and UC Location e-commerce Punch-out catalogs. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives.
- III. Make available through UC's eProcurement and UC Location e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Supplier from the Life Sciences Group of Thermo Supplier and all third-party products. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives;
- IV. UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to endusers through their eprocurement systems throughout the term of the agreement;
- V. Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- VI. Prioritize Supplier's Products on technically equivalent products where possible;
- VII. Ensure competitor catalogs will not have weighted attributes to supersede the Supplier offering

Annual Number of Catalogs: Supplier is allowed to submit [quarterly catalog updates as proposed in section 4](#), no more than **[number]** catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: **[insert number of times Supplier can change its content; quarterly or biannually would be recommended]**
- Price Changes: **[insert number of times Supplier can change its price; once per year would be recommended]**

- o Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- o ~~If a price file includes both content and pricing changes, it will count toward the pricing allocation.~~

Lead time: Supplier must load the Catalog price file into the e-Procurement system [~~insert number, 10 is the~~ **minimum 10**] working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than ~~5~~ **4** weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: [~~insert number~~] As mutually agreed on.
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): [~~insert description~~] As mutually agreed on.
- Maximum Number of SKUs allowed: [~~insert number~~] (optional) As mutually agreed on.
- Categories allowed within Catalog: [~~list specific categories~~] or
- Categories blocked within Catalog: [~~list specific categories~~] As mutually agreed on.

FEMA CONTRACT ADDENDUM¹

This Agreement and/or Purchase Order is in response to the COVID-19 pandemic, and is eligible for FEMA reimbursement under section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). Accordingly, the following additional terms apply to this Agreement and/or Purchase Order. To the extent of any conflict between the terms set forth in this Addendum and other terms set forth in the Agreement and/or Purchase Order, the terms of this Addendum shall control.

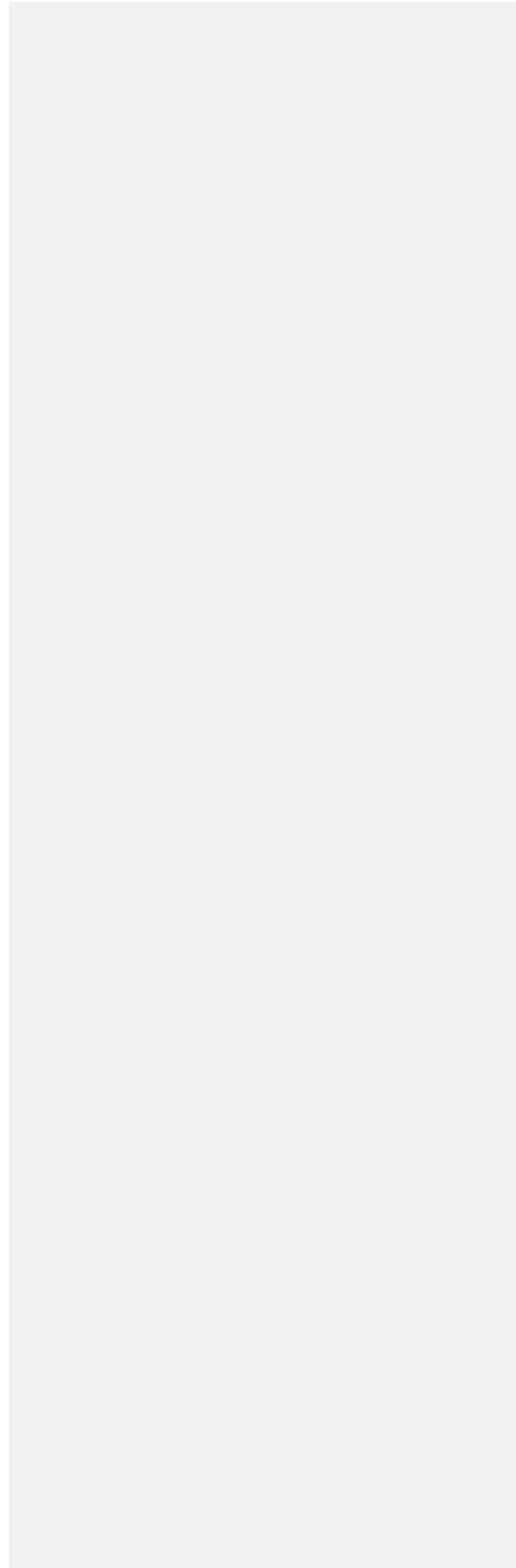
1. Remedies. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within fourteen days (14), or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, ~~Supplier will be liable to UC for any excess costs UC incurs thereby.~~
2. Termination for Cause or Convenience. ~~UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement.~~ As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate. In the event that this Agreement is terminated prior to the end of the term, UC agrees to pay to Supplier the pro-rata portion of any relationship bonus based on the time remaining in the initial term. By way of example, if this Agreement were executed on May 15, 2020, and the Agreement was terminated on April 15, 2021, Customer shall pay to Supplier \$XX,XXX dollars (\$XXX,XXX - ((\$XXX,XXX/48 months) * 11)).
1. Clean Air Act and Federal Water Pollution Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
2. Suspension and Debarment.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Formatted: Not Highlight

¹ This addenda applies in the event UC seeks federal reimbursement from FEMA for procurements. Refer to the body of the Alert for guidance on inclusion of each term.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
3. Byrd Anti-Lobbying Amendment. Suppliers who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
4. Procurement of Recovered Materials. (i) In the performance of this contract, Supplier shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (iii) Supplier also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
5. Access to Records. The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to ~~five (5)~~three (3) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of ~~five (5)~~three (3) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement. Any overcharges shall be offset against applicable undercharges. Audits shall not be required more than once per calendar year. All audits are subject to Supplier's reasonable approval, which shall not be unreasonably withheld. In the event that UC wishes to engage a third party auditor to perform any audits under this agreement or related to the RFP, such third party auditor must execute a confidentiality agreement with Supplier in a form acceptable to Supplier.
6. Changes. The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement as mutually agreed to, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:
 - a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
 - b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
 - c. Changes in the status of the parties;

d. Changes in flow down terms from external parties; and



e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party in writing immediately upon the occurrence of a Material Change.

7. DHS Seal, Logo, and Flags. The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
8. Compliance with Federal Law, Regulations, and Executive Orders. Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. Supplier will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
9. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to UC, Supplier, or any other party pertaining to any matter resulting from the contract.
10. Program Fraud and False or Fraudulent Statements or Related Acts. The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

Upon acceptance of payment and/or shipment of Goods and/or Services pursuant to this Agreement or Purchase Order, the terms of this Addendum as mutually agreed to between the Parties shall be interpreted to be accepted by Supplier.]



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro-rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate. In the event that this Agreement is terminated prior to the end of the term, UC agrees to pay to Supplier the pro-rata portion of any relationship bonus based on the time remaining in the initial term. By way of example, if this Agreement were executed on May 15, 2020, and the Agreement was terminated on April 15, 2021, Customer shall pay to Supplier \$XX,XXX dollars (\$XXX,XXX - ((\$XXX,XXX/48 months) * 11)).
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five-fourteen (514) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

Formatted: Strikethrough
Formatted: Strikethrough

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, at the time of the order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix set forth in these terms or the Agreement. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement ~~manufacturer's specifications~~, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC ~~at all times and places upon delivery. All inspections shall be complete within ten (10) days of receipt, otherwise such Goods and/or services shall be automatically deemed accepted.~~ If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote ~~only its best~~ qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, ~~Supplier will immediately remove such personnel from providing Services and he or she will not~~ ~~again, without UC's written permission, be assigned to provide Services.~~ the parties will convene to discuss potential solutions and mutual resolution. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.



**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



- 1. It complies with California and federal disability laws and regulations; and
 - 2. ~~The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0 AA.~~ **Intentionally Deleted**
 - 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. **General Accessibility Requirements. Supplier warrants that:**
- 1. It will comply with California and federal disability laws and regulations;
 - 2. ~~Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA.~~ **Intentionally Deleted**; and
 - 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. **Warranty of Quiet Enjoyment.** Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. **California Child Abuse and Neglect Reporting Act ("CANRA").** Where applicable, Supplier warrants that it complies with CANRA.
- H. **Debarment and Suspension.** Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. **UC Trademark Licensing Code of Conduct.** If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. **Outsourcing (Public Contract Code section 12147) Compliance.** Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
- K. **General Product Warranty. Supplier warrants that the Products will operate or perform substantially in conformance with Supplier's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Supplier's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to UC for equipment and ninety (90) days for all other products (the "Warranty Period"). Supplier agrees during the Warranty Period, to repair or replace, at Supplier's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that UC shall (a) promptly notify Supplier in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Supplier's review, Supplier will provide UC with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, UC may return the defective Products to Supplier with all costs prepaid by UC. Replacement parts may be new or refurbished, at the election of Supplier. All replaced parts shall become the property of Supplier. Shipment to UC of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Supplier's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Supplier elects to repair defective medical device instruments, Supplier may, in its sole discretion, provide a replacement loaner instrument to UC as necessary for use while the instruments are being repaired. In no event shall Supplier have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by UC, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Supplier. If Supplier determines that Products for which UC has requested warranty services are not covered by the warranty hereunder, UC shall pay or reimburse Supplier for all costs of investigating and responding to such request at Supplier's then prevailing time and materials rates. If Supplier provides repair services or replacement parts that are not covered by this warranty, UC shall pay Supplier therefor at Supplier's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SUPPLIER WITHOUT SUPPLIER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SUPPLIER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF UC IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT.**

Formatted: Justified, Indent: Left: 0.08", Hanging: 0.25", Right: 0.06", Space Before: 0.05 pt, Line spacing: Exactly 10 pt, Tab stops: 0.33", Left



SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SUPPLIER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.



1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the ~~acts or omissions of~~ negligence or willful misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. Any such indemnity shall be offset by UC's contributory negligence or misconduct, to the extent permissible under California law. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SUPPLIER'S LIABILITY (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SUPPLIER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SUPPLIER'S STANDARD WARRANTY PROVISIONS)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE PAID BY UC TO SUPPLIER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SUPPLIER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. THE FOREGOING INDEMNIFICATION PROVISION STATES A PARTY'S ENTIRE LIABILITY TO THE OTHER FOR THE CLAIMS DESCRIBED HEREIN.



ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - 1. Each Occurrence \$ 1,000,000
 - 2. Products/Completed Operations Aggregate \$ 2,000,000
 - 3. Personal and Advertising Injury \$ 1,000,000
 - 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. ~~In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:

 - ~~1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.~~
 - ~~2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.~~
 - ~~2. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.~~
 - ~~4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.~~~~

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. ~~Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.~~ Price decreases shall be provided as part of the regular catalog updates.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to ~~the lowest transportation rate or classification and the bill of lading will so note~~ the Goods.
- C. Title. Title to the Goods purchased under the Agreement will pass directly ~~from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.~~ to UC upon delivery to the carrier.



- D. **Changes.** Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. **Forced, Convict and Indentured Labor.** Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. **Export Control.** Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to ~~five~~ three (3) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of ~~five~~ three (3) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement. Any overcharges shall be offset against applicable undercharges. Audits shall not be required more than once per calendar year. All audits are subject to Supplier's reasonable approval, which shall not be unreasonably withheld. In the event that UC wishes to engage a third party auditor to perform any audits under this agreement or related to the RFP, such third party auditor must execute a confidentiality agreement with Supplier in a form acceptable to Supplier.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. **Prohibition on Access, Use and Disclosure of Institutional Information.** Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. **Compliance with Applicable Laws and Industry Best Practices.** Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. **Confidential Institutional Information.** Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- g. Supplier designates all of its pricing information as a confidential trade secret. As a distributor and not a manufacturer of goods, Supplier's primary competitive intellectual property is its pricing and incentives. To the extent permissible by FOIA and CA State Government code 6250 *et. Seq.*, Supplier requests the opportunity to protect such intellectual property and to vigorously defend such claims in a court of competent jurisdiction.
- D. **Required Disclosures of Institutional Information.** If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. **No Offshoring.** Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. **Conflict in Terms.** UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. **Acknowledgement.** Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines: (https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission’s (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
1. Use bulk packaging;
2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments. As requested, we can provide a data file of product attributes to assist in creating customized icons for clear identification of UC-recognized certifications.

Formatted: Strikethrough

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
2. Supplier’s cost of enrolling such employees in Supplier’s health plan is factored into the fees for the Services; and
3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC



Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Where a failure to perform under this Agreement is caused by a Force Majeure event, ~~Offeror~~Supplier shall have the right to either: (i) terminate, by written notice to UC, all or part of the Order without liability or (ii) extend the date of delivery or performance for a period equal to the duration of the delay. "Force Majeure" means fires; strikes; riots; pandemic or epidemic; embargoes; explosions; earthquakes; floods; wars; acts of terrorism; the elements; labor disputes; shortages of or inability to secure materials or transportation facilities; regulatory acts of government; or other causes or events beyond a party's control.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS



**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:



**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.



The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

The term of the Agreement will be from Date XXXXXXXX and through Date XXXXXXXX for the initial period and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties. UC The Parties may renew the Agreement for successive number of years by providing Supplier written agreement with at least one hundred twenty (120) calendar days' written notice before the end of the Initial Term or any Renewal Term. The renewal agreement shall be put forth in writing and become known as an AMENDMENT to the AGREEMENT, and this Agreement shall be known as the Purchase Agreement or Master Supply Agreement (MSA).

- b) UC may terminate the Agreement for convenience by giving Supplier at least sixty (60) calendar days' written notice.
c) UC or Supplier may terminate the Agreement for cause by giving the other party at least sixty (60) days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Supplier may not begin providing Goods and/or Services until UC approved Purchase Order for the Goods and/or Services is submitted to the Supplier.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. As a systemwide agreement, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location.

Invoicing Method

Notwithstanding the provisions of the Terms and Conditions of Purchase, UC and the Supplier agrees to comply with the freight terms as agreed upon in Attachment XXXXXXXX

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
Shipping costs as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item ordered;
Net cost of each item;
Any pay/earned/dynamic discount;



~~Reference to original order number for all credit memos issued;~~

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as established be each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	
Phone	
Email	
Address	

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	
Phone	
Email	
Address	

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	
Phone	
Email	
Address	

To UC, regarding contract issues not addressed above:

Name	
Phone	
Email	
Address	



To Supplier:

Name	
Phone	
Email	
Address	

6. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Not Applicable

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Not Applicable

10. Federally Funded Contracts, Grants, and Cooperative Agreements

Not Applicable

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –

XXXXXXXXXXXX



13. Service-Specific and/or Goods-Specific Provisions

Not Applicable

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Statement of Work
- b. UC Terms and Conditions
- c. FEMA Addendum
- d. eCommerce ~~Appendex~~Appendix

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT

AGREEMENT# XXXXXXXXXXXXXXX

Attachment A: Statement of Work

This strategic sourcing agreement ("Agreement") is dated XXXXXXXXXX and is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("UC or Customer") and "Supplier Name" with its principal place of business at "Supplier Address".

Supplier Address

The parties agree as follows:

1. DEFINITIONS

As used in this Agreement and its attachments and exhibits all of which are a part of the Agreement, the following terms have the following meanings:

- 1.1. "Affiliates" means those institutions which UC has an affiliation with, and which participate in this Agreement (as further described in clause 2.3 below).
- 1.2. Market Basket means those Products which were included within the scope of University of California's General Lab Supply RFP number 002101-July2020, August 19th 2020.
- 1.3. "eCommerce" means the electronic procurement system currently utilized by the UC locations or any electronic procurement system that UC may adopt in the future. eCommerce platforms, by campus, are listed on Attachment XXXX.
- 1.4. "Business Day" means Monday through Friday, between 8:00 AM - 5:00 PM Pacific Time, excluding UC and Seller observed holidays.
- 1.5. "Catalog Franchise Products" – ~~(i.) Products offered and maintained in Seller's standard catalog/price book portfolio. (ii) Other Products that Seller obtains from its franchise suppliers (suppliers with whom Seller maintains a distribution agreement) but which re not specifically included in Seller Scientific's current catalogs and/or price~~

~~books.~~ Shall mean those products from suppliers with whom Offeror has an established and/or contractual distribution relationship. Franchise Products are currently designated within Offeror's system as Product Type 03 or Product Type 04 in Sellers system. Specific product type designations may be subject to change.

- 1.6. "Current Published List Price" - the Seller's list price ~~for an item equal to Manufacturer's suggested retail price, or MSRP~~ as of the January Pricebook.
- 1.7. "Delivery" means delivery by Seller directly to the designated UC delivery points.
- 1.8. "Equipment" – shall be defined as instrumentation or equipment sold to the University.

August 2020

Formatted: Highlight

1.9. "Equipment Maintenance Services" – shall mean those services offered by Seller for the purposes of repair and maintenance of the Equipment, regardless of OEM. This includes any associated service-level commitments implied or expressed for the

purposes of maintaining performance as set forth by the Original Equipment Manufacturer's (OEM) standard specifications.

- 1.10. "Outreach" means those Events and Activities that UC will actively support to enable the Seller to promote its Products to researchers, faculty, and staff.
- 1.11. "Products" means all products sold by Seller, whether or not manufactured by Seller or bearing a Seller trademark, including but not limited to ~~Catalog~~ [Franchise](#) Products and Third Party Products.
- 1.12. "Third Party Products" means products that may be offered by Seller from suppliers with whom Seller does not have a distribution agreement and/or which are sourced as an accommodation to customer. [Third Party Products are listed as Product Type 07 in Sellers system.](#)
- 1.13. "University and UC" are used interchangeably to mean each and ~~all of all~~ the Regents of the University of California, and all current and future UC campuses and Affiliates (listed in Attachment ~~XXXX~~).
- 1.14. "Stockroom Volume Discounts" — shall mean Seller's bulk order volume discounts for stockroom programs mutually agreed upon by Customer and Seller, as more specifically set out at Attachment ~~XXXX~~.
- 1.15 ["Force Majeure" means fires; strikes; riots; pandemic or epidemic; embargoes; explosions; earthquakes; floods; wars; acts of terrorism; the elements; labor disputes; shortages of or inability to secure materials or transportation facilities; regulatory acts of government; or other causes or events beyond a party's control.](#)

2. SCOPE AND DESCRIPTION OF PROGRAM

Purchase and Sale of Products. During the term of this Agreement, and any extension(s) to such term, Seller shall sell to UC the Products subject to the terms and conditions set forth in this Agreement.

- 2.1. E-Commerce Catalog. Subject to clause ~~XXX~~ of this Agreement, Seller's e-Commerce catalogs shall contain items as agreed upon by the UC Contract Administrator and the Seller. Affiliates. The parties acknowledge that the benefits of this Agreement may be extended to affiliates of UC who may be located outside of the UC system, but who are conducting research activities directed and funded by UC, [where such parties are agreed to by Seller and subject to the terms and conditions of this Agreement](#)

[Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.](#)

[Seller offers the entire portfolio in its proposal. As a Primary awarded supplier, and in consideration of the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:](#)

- [Designate Seller as UC's Primary Laboratory Supplier on e-commerce platforms](#)
- [Make available all items covered by the Agreement through UC's e-commerce Punch out catalogs. In the event UC restricts content from Punch out catalogs, such goods shall not be eligible for CAF, other fees, or incentives.](#)

August 2020

Formatted: Indent: Left: 0.32", Hanging: 0.3", Right: 2.84", Space Before: 0.9 pt, Line spacing: Multiple 1.08 li

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

- [Make available through UC's e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Seller from the Life Sciences Group of Seller and all third-party products. In the event that UC restricts aforementioned content from Hosted catalogs, such goods shall not be eligible for CAF, other fees, or incentives;](#)
- [UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end-users through their e-procurement systems throughout the term of the agreement;](#)
- [Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands \(e.g. exclusive brand from a mutually available supplier\) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;](#)
- [Prioritize Seller's Products on technically equivalent products where possible;](#)
- [Ensure competitor catalogs will not have weighted attributes to supersede the Seller's offering.](#)

3. California State University System and California .

An Agreement of Understanding exists between The Regents of the University of California, The Trustees of the California State University (CSU), and The California Community Colleges Chancellor's Office establishing the California Higher Education Consortium (CHEC). Through a collaborative relationship, the Consortium seeks to combine procurement and contracting activities, plus efforts to obtain best value goods and services while reducing total acquisition costs. [All additional signees to the Agreement \(e.g. the CCHEC, CSU, and similar signees which are not part of the UC System\) must be mutually agreed to by Seller and subject to the terms and conditions of this Agreement.](#)

- 3.1. Accordingly, this Agreement recognizes the participation of the 23 CSU campuses and 114 California Community Colleges with the following understandings:
- 3.2. The Seller agrees to extend the pricing and services to the CSU and the CA Community College institutions under the terms of this Agreement.
- 3.3. All contractual administration issues regarding this Agreement (e.g. terms and conditions, extensions, renewals, etc.) shall remain the responsibility of the University of California.
- 3.4. Operational issues, including but not limited to fiduciary responsibility, payment issues, performance issues, liabilities, and disputes involving individual CSU or

Community College campuses shall be addressed, administered and resolved by the respective campus.

3.5. The University of California, the California State University, and the California Community Colleges are separate and distinct government entities. As such, each administrative unit and campus therein is financially separate and shall be responsible for individual financial commitments. No fiduciary responsibility for performance liability, unless otherwise expressed, exists between the University of California and the California State University or between the University of California and the California Community Colleges. Each location and/or campus will be subject to Seller's standard credit checks and policies. The UC is not responsible for fiduciary matters, administration, payment, performance, maintenance, eProcurement or otherwise when the procuring customer is outside of the University of California system.

4. E-COMMERCE REQUIREMENTS

UC campuses have enabled e-commerce as befits their situation and existing financial infrastructure. Seller must comply with campus e-commerce requirements on a campus by campus basis but must adhere to overall University policy for consistency in catalog loading and pricing, as per the terms of this Agreement. Campus-specific requirements for eCommerce programs shall be mutually reviewed between Seller and UC.

Notwithstanding the foregoing, UC shall be required to offer the full breadth of portfolio products via the e-commerce platform. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives.

Seller offers the entire portfolio in its proposal. As a Primary awarded supplier, and in consideration of the favorable financial terms, incentives and services provided herein, UC shall through the term of the agreement and any extensions:

- Designate Seller as UC's Primary Laboratory Supplier on e-commerce platforms
- Make available all items covered by the Agreement through UC's e-commerce Punch out catalogs. In the event UC restricts content from Punch out catalogs, such goods shall not be eligible for CAF, other fees, or incentives.
- Make available through UC's e-commerce Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Seller from the Life Sciences Group of Seller and all third-party products. In the event that UC restricts aforementioned content from Hosted catalogs, such goods shall not be eligible for CAF, other fees, or incentives;
- UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end-users through their e-procurement systems throughout the term of the agreement;
- Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- Prioritize Seller's Products on technically equivalent products where possible;

August 2020

Formatted: Indent: Left: 0.33", Hanging: 0.3", Right: 3.2", Space Before: 0.05 pt

- Ensure competitor catalogs will not have weighted attributes to supersede the Seller's offering.

5. PROGRAM REQUIREMENTS

5.1. Non-Ecommerce Procedures. Orders under this Agreement may be submitted from any of Customer's locations in North America by telephone, facsimile, mail or electronic means, including Seller's website. Customer may determine the status of its orders by calling Seller's toll-free customer service number or using Seller's website. Orders for Franchise Products may be cancelled by UC up until the time of shipment to UC by Seller or by Seller's supplier. Cancellation of orders for Third Party Products may require the consent of the supplier, and Customer shall reimburse Seller for any cancellation charge imposed by the supplier. ~~For non-e-commerce procurements, orders placed by UC shall be binding upon Seller when either: 1) the Seller receives the UC purchase order and Seller communicates acceptance to UC, 2) Seller receives purchase order and submits to UC a counter proposal and counter proposal is accepted by UC, 3) Seller fills the order pursuant to the terms of the purchase order. If Seller communicates back that the Purchase Order was received or Seller fills the order, the order shall be binding. When UC transmits purchase order to Seller, Seller must communicate to end user if there is a price difference, giving end user the opportunity to change or rescind the order.~~

5.2. Ecommerce Procedures. UC orders placed with Seller shall be binding on Seller when UC transmits a purchase order to Seller at Point of Sale. The Seller will honor all live and current price ~~files until such time that a new price file is updated. Price updates shall be managed as described in clause 5 of this Agreement.~~

5.3. Out-of- Stock Procedures. Subject to UC enrolling in backorder notice program. Seller will use reasonable efforts to notify UC if any ordered item(s) are out of stock. If UC approves, the out of stock item will be added to the backorder file and will be delivered to UC when the item is in stock without a further order being submitted and at the price on the original order date.

Formatted: Highlight

6. Order Packaging and Labeling. Seller will individually package and label every UC order with the following information:

6.1. Purchase order number.

6.2. Product description, quantity and catalog number of the Product ordered.

6.3. Other information, as may be reasonably requested by ordering UC Department subject to Seller's consent (which shall not unreasonably be withheld).

6.4. For Franchise Products shipped from Seller's warehouse, Seller will use commercially reasonable efforts to attach a packing slip to the outside of the package that will be easily inspected by UC.

7. Sustainability.

7.1. Seller will use commercially reasonable efforts to create commodity-specific sustainability program to assist UC in furthering its own Sustainability (UC Sustainability Program, Attachment).

7.2. Seller agrees that it shall collaborate and work in good faith with University in furthering the University's sustainability goals including, without limitation, identifying suitable opportunities for the reduction of carbon emissions and waste relating to the supplies made under this Agreement.

7.3. UC expects the seller to complete CSR Assessment with EcoVadis, within 180 days of Contract signing for purpose of establishing a baseline and/or creating plan for targeted improvements (if below avg. score). UC shall use the EcoVadis assessment as part of the Seller's evaluation. Up to date information regarding the UC Sustainable Procurement Policy can be found on the link below.

<https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainable-procurement-policy-guidelines>.

8. Seller Program Management.

Seller shall provide the necessary staff and resources to support UC's program management function.

9. UC Program Management UC shall provide the necessary staff and resources to support the Seller's participation in its program management function.

10. Receiving Locations.

Seller is offering common carrier, desk-top delivery model for services shall provide delivery to all of UC's current and future authorized Designated Delivery points. ~~Seller will~~

August 2020

Formatted: Indent: Left: 0.33", Hanging: 0.3", Right: 2.99", Space Before: 0 pt

~~continue to offer mutually beneficial transportation and product delivery programs to the UC campuses.~~ The parties shall work together in good faith to identify opportunities and mutually agree to off-setting costs.

August 2020

11. Freight Terms.

[REDACTED]

- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight

Upon UC's request, Seller may offer rush delivery if requested by UC on the charges [that](#) may apply. Minimum order charges will not apply for any [Franchise Products](#) provided that where a supplier of any Third Party Product has a minimum order charge that Seller is not reasonably able to negotiate away, then Seller shall communicate this to UC prior to the placement of the order for that Product.

Formatted: Not Highlight

11.2. Standard Delivery Requirements. Seller shall endeavor to supply Supplier stocked Products on a next Business Day basis in respect of (i) electronic orders placed before 2pm PST, and (ii) telephone orders placed before 4pm PST. Where delivery of any product requires a longer lead time for delivery or applicable installation, Seller will quote the relevant lead time to UC at time of order confirmation.

11.3. Rush Delivery Requirements. Seller agrees to use all commercially available resources to deliver UC emergency orders, for Seller's standard offering, within twenty-four (24) hours after receipt of order at no additional charge to UC other than actual express shipping charges from carrier

12. Returns.

~~Seller offers a thirty (30) day "no hassles" return policy. UC may return a Franchise Product within thirty (30) days of receipt by obtaining a return goods authorization ("RGA") number from Seller and referencing the RGA number on return shipping documents. Returns made without an RGA number may be returned to the UC, freight collect. Returned Products are subject to any restocking fee charged by the manufacturer. Seller's return policy does not apply to (i) Products which have been discontinued, (ii) Products which are personalized or customized, (iii) Products not purchased from Seller, (iv) Refrigerated or temperature controlled Products, (v) Products which are outdated, shelf-worn, used or defaced and, therefore, unsuitable for return to stock and resale as new, (vi) reagents, diagnostics, or chemicals, which have been opened, or (vii) Products that UC has caused to be shipped outside of the United States (or country of delivery), or (viii) any medical devices. Seller shall accept returns for all Products for full credit of purchase price regardless of reason for return within 30 days of confirmed date of delivery. Seller must issue credit if Products were purchased via UC P-Card, to the same purchasing card. Seller shall not charge UC restocking fees for Catalog Product returns. Returns of Third Party Products are at all times subject to a restocking fee equal to the restocking fee charged to Seller by the manufacturer (provided that Seller shall use all reasonable efforts to minimize such fees).~~

13. Invoicing.

August 2020

The method for invoicing is through electronic format as defined per each campus location. UC expects the Seller to be consistent in their submission of invoices. All invoices must clearly indicate the following information

- 13.1. California sales tax as separate line item
- 13.2. ~~Purchase Order number and the Agreement number~~
- 13.3. Description, quantity, catalog number and ~~manufacturer number of the item~~
or service ordered
- 13.4. Net cost of every Product or service
- 13.5. ~~Discount (when applicable)~~
- 13.6. ~~Reference to original order number for all credit invoices issued Purchasing card information (when applicable)~~

14. Time.

Time is [an important consideration](#) with respect to the Seller's performance of each and every condition, covenant and agreement contained herein. UC has the option to accept or reject any or all Products delivered after promised Delivery time. [In the event of any delay Seller shall notify UC as soon as reasonably practicable. In the event that Seller is unable to accommodate a specific delivery request, UC may, at its own cost, procure the goods elsewhere.](#) and, in addition, may hold Seller liable for all direct costs incurred as a result if the late Delivery as determined and documented by UC; provided, however, in no event shall the amount of such direct damages exceed UC's documented replacement/substitution cost for Products ordered.

15. PRICING AND APPLICABLE TAXES

15.1. Pricing

~~Hot List. Prior to January, the parties shall agree on Customer net prices for all Catalog Products the UC purchased within the prior 12 months (which shall be deemed the "Hot List"). The agreed prices shall then remain firm for the duration, January through December, of the coming calendar year. For the avoidance of doubt, when Customer has negotiated pricing directly with a manufacturer, then those Products shall be priced according to the Customer/manufacturer agreement, even though such Products may be sold through distribution channels. Annual increases to the Hot List prices shall not exceed, per line item or SKU, the lesser of (i) the increase in the PPI Less Food & Energy 12 month rolling average of Index WPUSOP3500 (as published by the US Bureau of Labor Statistics) as of August each year ("PPI Index"), or (ii) three percent (3%). This shall be referred to, for the purposes of this Agreement, as the "Price Review Target" for the relevant year. An example of the method for calculating the applicable PPI Index is set out at Attachment 4 hereto.~~



Formatted: Highlight

Formatted: Font color: Auto, Highlight

Formatted: Highlight

15.2. Seller shall provide UC with not less than a thirty-[\(30\)](#) days prior notice of proposed increases. Subject to revised pricing being within such limits, Seller shall

August 2020

be entitled to implement revised pricing from the first business day in the new calendar year.

[REDACTED]

- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Font color: Auto, Highlight
- Formatted: Highlight

15.4. The discounts shall apply to [Sellers January published list prices](#). ~~January~~ MSRP (Manufacturer Suggested Retail Price) and be held firm for twelve (12) months each calendar year.

15.5. ~~Where the price increase to the non-Hot List Catalog Products exceeds the Price Review Target (as defined in clause XXX), then (i) Seller shall specifically identify to UC (as part of the annual price review report) any item which was purchased in the prior year and where Seller is proposing a price increase in excess of the Price Review Target; and (ii) at UC's request, the price of such items shall be reviewed jointly to determine reasonableness of increase~~

15.6. ~~In addition, where (upon the annual price review) the price allocated to a Catalog Product is below Seller's cost plus 5%, Seller may propose adjusting the price to Seller's cost plus 5% or the MSRP, whichever is lower. In such cases, these increases shall be separately identified to UC in the annual price adjustment report and, at UC's request, the price of such items shall be reviewed jointly to determine reasonableness of~~

[REDACTED]

- Formatted: Highlight

15.7. The prices for Third Party Products shall be priced at Seller's [REDACTED] cost plus 5% of MSRP + 5%, whichever is lower. Seller will use reasonable commercial efforts to ensure that the price for Third Party Products from the Life Sciences Group of Seller remains in parity with the price of such Products purchased by UC directly from the Life Sciences Group of Seller, including shipping terms and freight costs.

Formatted: Highlight

The prices for Third Party Products shall be calculated and updated on a quarterly basis (as described in clause XXXX below).

15.8. Price Consistency.

Seller's internal pricing system is set-up to offer the agreed contract price to all UC locations and Seller shall use best efforts to ensure price consistency across all UC locations. Notwithstanding the foregoing, deviations from the contract price (lower than contract price) may be offered to specific UC customers to reflect special situations such as new lab start-ups, bulk purchase discounts, or one-off competitive situations. To ensure traceability and visibility of such pricing, Seller shall provide, where reasonable, UC with a savings report identifying any such contract price deviations to UC as part of the UCOP Quarterly Business reviews. Where Seller wishes to offer promotional pricing, the parties shall work together to allow for short-term promotional pricing to be offered on a UC System wide basis. This will require specific start and end dates as well as timely loading of catalogs to capture price changes.

~~15.9. Seller's pricing for Catalog Products shall never exceed MSRP. Third Party Products shall be excluded.~~

15.10. Purchase and Sale of Products to UC Department Storerooms. Contract pricing for UC department storerooms shall be consistent; every UC department storeroom shall receive equivalent pricing as per the contract price terms described herein, provided that price deviations per storeroom may apply in respect of Stockroom Volume Discounts and manufacturer supported price rebates for specific opportunities or where Seller is providing direct stockroom management support. Seller agrees to sell Products to the UC department storerooms subject to the terms and conditions set forth in this Agreement ~~and Seller will~~

provide UC all differentiated pricing resulting from such negotiations. To ensure traceability and visibility of such pricing, Seller shall provide, [where reasonable](#), UC with a report identifying any such additional discounts to UC as part of the UCOP Quarterly Business reviews

August 2020

15.11 As part of a Prime Agreement award our offer includes the following incentives and value adds:



Formatted: Indent: Left: 0"

In consideration of the favorable financial terms, incentives and services provided by Seller, UC agrees to designate Seller as its Prime supplier of laboratory products, consumables, chemicals, safety, laboratory furnishings and equipment.

Formatted: Indent: Left: 0.33"

The University shall pro-actively promote and support Sellers position as its prime supplier and shall drive compliance amongst UC procurement teams, stockrooms, end user communities, and shall review progress against the objective of the relationship on a regular basis. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives

Without limiting the foregoing, UC agrees that the designation of Seller as its prime supplier of laboratory products and chemicals shall include the following aspects

Communication and Access

- I. Communication to UC procurement and end user community stating that Seller is the prime lab supplier and should be the first choice for all laboratory purchases;
- II. Using its best efforts in conducting joint marketing campaigns to highlight Sellers position as UCs prime lab supplier, including (without limitation), the UC and Campus internal websites
- III. UC to engage in, at minimum, quarterly business reviews, with Seller in support of Enhanced Supplier Management efforts and Sellers designation as primary supplier. These discussions will include the sharing and review of competitive data, including but not limited to promotional activity, ecommerce content (hosted and punch-out) and spend data
- IV. UC will use best efforts to Support the use of Seller for all incremental stockroom, lab start-up, freezer programs and other incremental projects, through usage reporting and communication.

Ecommerce and Conversion Activities

- I. Designate Fisher Scientific as UC's Primary Laboratory Supplier on e-commerce platforms
- II. Make available all items covered by the Agreement through UC's Punch out catalogs. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives.
- III. Make available through UC's Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Seller from the Life Sciences Group of Thermo Fisher Scientific and all third-party products. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives;
- IV. UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end-users through their e-procurement systems throughout the term of the agreement;
- V. Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- VI. Prioritize Seller's Products on technically equivalent products where possible;
- VII. Ensure competitor catalogs will not have weighted attributes to supersede the Fisher Scientific offering
- VIII. UC and Seller shall overview Quarterly UC's aggregate laboratory spend (including, where possible, department and end user information, and spend through alternate suppliers) on a quarterly basis and, where mutually agreed, shall cooperate to implement plans to convert spend with alternative channels to Seller. In respect of agreed conversion opportunities, UC shall provide reasonable conversion support including, without limitation, managing the content of alternate suppliers on U's ecommerce platforms for such items, and implementing appropriate business processes in respect of orders placed outside of UC ecommerce platforms.

Relationship with Suppliers

- I. UC will actively communicate to suppliers that Seller has been appointed as UC's Prime supplier and that all sales for their products should be focused through Seller and that UC wishes supplier to provide corresponding levels of support to Seller including pricing support, exclusive promotions, product shows, campus workdays, etc.
- II. UC shall designate Seller as exclusive supplier for all manufacturer supported pricing programs.
- III. UC agrees to limit any material RFP, bid, reverse auction, or other similar bidding processes at the UC or campus level for items included in this RFP. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives

UC hereby agrees that Supplier's obligation to pay any earned incentives or rebates is expressly conditioned on UC staying current and on time with respect to its accounts receivables with Supplier. If at any time, UC is past due on its payments to Supplier, Supplier may withhold payment of any and all incentives or rebates earned by UC without notice and without incurring penalty or paying interest until such time as UC remits payment for such overdue invoices to bring its accounts receivable balance into compliance. Material product or supplier additions to the Agreement shall be mutually negotiated by the parties.

16. Catalog Adjustments.

Price Updates:

- 16.1. ~~As described above, prices for Catalog Products (Hot List and non-Hot List) shall be reviewed and subject to change once per year from 1st January. Third Party Product pricing and pricing for special price promotions shall be reviewed and updated on a quarterly basis (or earlier if mutually agreed). Price decreases (described in 5.4.2 below) shall be implemented on the quarterly review (or such earlier date mutually agreed by the parties). Changes to price files shall be~~

Formatted: Indent: Left: 0.58"

Formatted: Indent: Left: 0.58", Right: 0", Line spacing: Multiple 1.08 li

submitted to UC, and UC shall have a maximum period of 30 days to review and approve updates or raise objections. Objections shall be reviewed on a case by case basis with the balance of price amendments being approved for upload.

Pricing for Franchise and Third Party products are subject to changes as stated above. Seller strongly suggests moving to a hosted live price catalog with monthly updates to the proxy catalog to capture new items, price updates, and discontinued items. Notwithstanding, Catalogs will be updated quarterly, and Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Catalog update Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with a lead time of no less than 10 working days. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least four (4) weeks prior to the first working day in January. Provided the Catalog file update conforms to the pricing agreement, UC and Supplier will confirm the Go Live Date; and the updated version of the Catalog file will be made effective on that Go Live date. Upon submission of Catalog file update, UC will have 10 working days to review and approve updates or raise objections. In the event that UC does not approve or reject any update within 10 working days of the file being submitted to UC, then Supplier seller shall be entitled to load the new pricing on the proposed Go Live Date. If the Catalog file update does not conform to the pricing agreement, UC will review any corrected files submitted for approval by proposed Go Live Date.

16.2. Other Catalog Updates. Seller may provide other updates to the UC catalog quarterly or as mutually agreed. These updates may include (without limitation) changes to content, the addition of new products, removal of discontinued items, updates to unit of measure, [REDACTED] and special promotional offers.

16.3. ~~Price decreases. Seller shall provide UC with notice of manufacturer price decreases in timely manner.~~

16.4. Seller shall pass on to UC the benefit of such price decreases, provided that the parties shall review and mutually agree the schedule for the implementation of such changes into the UC catalog.

17. ~~Discontinued~~Discontinued Products.

17.1. To the extent that Seller has knowledge of a discontinuation prior to 60 days of a Product being discontinued, Seller shall notify UC sixty (60) days in advance of any Product being discontinued and will, where agreed, hold limited stocks of the Product for UC to purchase for up to a maximum of 60 days after the date of discontinuance.

17.2. Unit of Measurement Alignment. Seller will work closely with UC in ~~repsect~~respect of unit of measure inconsistencies and to determine best possible match to units requested.

18. Material Portfolio Adds.

18.1. In the event of material addition of new suppliers to Seller's portfolio the parties shall discuss and agree, in good faith, the basis on which such products shall transact. ~~EARNED INCENTIVES; PAYMENT TERMS; PRIME SUPPLIER DESIGNATION~~

August 2020

Formatted: Highlight

Formatted: Font: (Default) Arial, 11 pt

Formatted: Normal, Indent: Left: 0.34", No bullets or numbering

Formatted: Font: (Default) Arial, 11 pt

19. The Contract Administration Fee (CAF) will be paid to Omnia within ~~thirty (30)~~ forty-five (45) days of the end of each calendar quarter. The payment shall be accompanied with a substantiating electronic report that includes the sales figures upon which the payment is calculated. ~~In addition, the electronic report shall be sent via email to each campus.~~ Omnia will be responsible to provide UC with any reporting for Contract Administration Fee's paid by Seller to Omnia.

Formatted: Strikethrough

20. [Redacted]

Formatted: Highlight

Formatted: Highlight

Formatted: Font color: Auto, Highlight

Formatted: Font color: Auto

21. [Redacted]

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

22. Sustainability Incentive
[Redacted]

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

[Redacted text]

Formatted: Highlight

Formatted: Indent: Left: 0.33", Right: 0", Space Before: 0.4 pt, Line spacing: single

23. Other Incentives.

23.1. Seller to propose additional bonus and/or rebate incentives (if applicable).

[As part of a Prime Agreement award our offer includes the following incentives and value adds:](#)

[Redacted text]

Formatted: Indent: Left: 0"

In consideration of the favorable financial terms, incentives and services provided by Seller, UC agrees to designate Seller as its Prime supplier of laboratory products, consumables, chemicals, safety, laboratory furnishings and equipment.

The University shall pro-actively promote and support Sellers position as its prime supplier and shall drive compliance amongst UC procurement teams, stockrooms, end user communities, and shall review progress against the objective of the relationship on a regular basis. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives

Without limiting the foregoing, UC agrees that the designation of Seller as its prime supplier of laboratory products and chemicals shall include the following aspects

Communication and Access

- I. Communication to UC procurement and end user community stating that Seller is the prime lab supplier and should be the first choice for all laboratory purchases;
- II. Using its best efforts in conducting joint marketing campaigns to highlight Sellers position as UCs prime lab supplier, including (without limitation), the UC and Campus internal websites
- III. UC to engage in, at minimum, quarterly business reviews, with Seller in support of Enhanced Supplier Management efforts and Sellers designation as primary supplier. These discussions will include the sharing and review of competitive data, including but not limited to promotional activity, ecommerce content (hosted and punch-out) and spend data
- IV. UC will use best efforts to Support the use of Seller for all incremental stockroom, lab start-up, freezer programs and other incremental projects, through usage reporting and communication.

Ecommerce and Conversion Activities

- I. Designate Fisher Scientific as UC's Primary Laboratory Supplier on e-commerce platforms
- II. Make available all items covered by the Agreement through UC's Punch out catalogs. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives.
- III. Make available through UC's Hosted catalogs all items purchased in the prior 12 months, new product additions, all products available through Seller from the Life Sciences Group of Thermo Fisher Scientific and all third-party products. In the event that UC restricts content such goods shall not be eligible for CAF, other fees, or incentives;
- IV. UC will ensure that the LSG hosted and configurable catalogs will remain and continue to be available to end-users through their e-procurement systems throughout the term of the agreement

- V. Restrict competitors to only hosted catalogs on purchasing platforms listing exclusives and their corporate brands (e.g. exclusive brand from a mutually available supplier) only with all exact match items blocked from viewing or ordering through UC's eProcurement and UC Location e-commerce platforms. Restrictions and blocking to be completed within 90 days of mutually executed agreement;
- VI. Prioritize Seller's Products on technically equivalent products where possible;
- VII. Ensure competitor catalogs will not have weighted attributes to supersede the Fisher Scientific offering
- VIII. UC and Seller shall overview Quarterly UC's aggregate laboratory spend (including, where possible, department and end user information, and spend through alternate suppliers) on a quarterly basis and, where mutually agreed, shall cooperate to implement plans to convert spend with alternative channels to Seller. In respect of agreed conversion opportunities, UC shall provide reasonable conversion support including, without limitation, managing the content of alternate suppliers on U's ecommerce platforms for such items, and implementing appropriate business processes in respect of orders placed outside of UC ecommerce platforms.

Relationship with Suppliers

- I. UC will actively communicate to suppliers that Seller has been appointed as UC's Prime supplier and that all sales for their products should be focused through Seller and that UC wishes supplier to provide corresponding levels of support to Seller including pricing support, exclusive promotions, product shows, campus workdays, etc.
- II. UC shall designate Seller as exclusive supplier for all manufacturer supported pricing programs.
- III. UC agrees to limit any material RFP, bid, reverse auction, or other similar bidding processes at the UC or campus for items included in this RFP. In the event that UC issues an RFP or contract for the goods or a category of goods offered under this RFP, such goods shall not be eligible for CAF, other fees, or incentives

-UC hereby agrees that Supplier's obligation to pay any earned incentives or rebates is expressly conditioned on UC staying current and on time with respect to its accounts receivables with Supplier. If at any time, UC is past due on its payments to Supplier, Supplier may withhold payment of any and all incentives or rebates earned by UC without notice and without incurring penalty or paying interest until such time as UC remits payment for such overdue invoices to bring its accounts receivable balance into compliance. Material product or supplier additions to the Agreement shall be mutually negotiated by the parties.

24. SERVICE STANDARDS

- 24.1. Service Standards. Seller shall provide the following minimum service standards:
- 24.2. Normal Delivery (stock) - for ~~Hot List~~ Market Basket Products: 98% within 2 Business Days After Receipt of Order (ARC)) and for non-~~Hot List~~ Market Basket Products: 98% within 3 Business Days ARO. In each case, subject to ~~XXXXX~~. Seller shall endeavor to supply Supplier stocked Products on a next Business Day basis in respect of (i) electronic orders placed before 2PM PST, and (ii) telephone orders placed before 4PM PST. Where delivery of any product requires a longer lead time for delivery or applicable installation, Seller will quote the relevant lead time to UC at the time of order confirmation.
- 24.3. Rush Delivery - 98% within 1 Business Day ARC), subject to ~~XXX~~. Sellers agrees to use all commercially available resources to deliver UC emergency orders, for Sellers standard offering, within twenty-four (24) hours after receipt of order at no additional charge to UC other than actual express shipping charges from carrier.
- 24.4. Returns- Seller offers a thirty (30) day "no hassles" return policy. UC may return a Franchise Product within thirty (30) days of receipt by obtaining a return goods authorization ("RGA") number from Seller and referencing the RGA number on return shipping documents. Returns made without an RGA number may be returned to the UC, freight collect. Returned Products are

Formatted: Strikethrough

Formatted: Strikethrough

subject to any restocking fee charged by the manufacturer. Seller's return policy does not apply to (i) Products which have been discontinued, (ii) Products which are personalized or customized, (iii) Products not purchased from Seller, (iv) Refrigerated or temperature controlled Products, (v) Products which are outdated, shelf-worn, used or defaced and, therefore, unsuitable for return to stock and resale as new, (vi) reagents, diagnostics, or chemicals, which have been opened, or (vii) Products that UC has caused to be shipped outside of the United States (or country of delivery), or (viii) any medical devices, ~~30 Business Days from shipment~~

24.5. Pick up returns - 98% within 3 Business Days, where possible given carrier and RGA procedures

24.6. Credits -98% within 10 Business Days

24.7. Request for report - within ~~5~~ 10 Business Days for reasonable requests for commercially available information

24.8. Line Item fill rate - 98% for Hot List items, 95% for non-Hot List items; unless impacted by a Force Majeure Event as defined herein

24.9. Delivery accuracy - 98% (correct place, correct size and quantity, correct items)

24.10. Delivery, on-time - 98% (against agreed delivery date confirmed by Seller); unless impacted by a Force Majeure Event as defined herein

24.11. Invoice/billing accuracy - 98% (applicable to initial invoice submission)

24.12. Customer service satisfaction - 95%

24.13. Quote turnaround - ~~within 1 Business Day~~ As soon as reasonably practicable depending on supplier/manufacture

Formatted: Strikethrough

Formatted: Strikethrough

Should, however, the service levels fall below the minimum standards and Seller does not take corrective actions within 14 days following the date of UC written notification to Seller, UC shall escalate the matter to Seller's senior management for development of a mutually agreed upon corrective action plan to resolve the concern. In the event that, despite such actions, Seller fails to improve performance and continues to materially fail the relevant standards, UC reserves the right to terminate this Agreement.

Where a failure to perform under this Agreement is caused by a Force Majeure event, Seller shall have the right to either: (i) terminate, by written notice to UC, all or part of the Order without liability or (ii) extend the date of delivery or performance for a period equal to the duration of the delay.

25. Substitutions.

No substitutions of Products ordered including brand or size will be permitted except with the express prior written approval from authorized UC personnel.

26. Minimum Order.

There shall be no minimum order requirement for Franchise Products during the term of this Agreement and any extension(s) of such term.

27. REPORTING

Reports. Seller will provide each UC campus quarterly summary sales, usage, differentiated storeroom pricing, and UC specific incentive, and service level reports at no additional cost to UC, in electronic format, i.e. Excel or CSV.

28. GENERAL TERMS AND CONDITIONS

28.1. University of California Terms and Conditions. University of California Terms and Conditions, Appendix XXXX revised Month, Date, Year. To the extent of any

inconsistency between such terms and the main body of this Agreement, the main body of this Agreement shall take precedence.

29. Product Certification. Seller hereby certifies and warrants that all Products sold to UC under this Agreement:

29.1. Shall be new and genuine. UC may permit the sale of refurbished or used product, provided it is clearly designated as such prior to purchase and approved by UC.

29.2. Shall be provided in the manufacturer's original packaging unless offered by Seller in an alternative unit of measure than the manufacturer, otherwise requested by UC.

30. Shall be manufactured and sold by, or distributed to, the Seller for retail sales in the United States.

31. Shall be sold to the Seller from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer of the Products.

32. Shall not be altered or misbranded within the meaning of the federal and state laws applicable to such Products.

33. Shall not be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

34. Seller agrees that the Products furnished under this Agreement shall be covered by the standard manufacturer warranties, and that the rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article in this Agreement and any subsequent Agreement. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the Products by UC, and in all cases shall commence upon acceptance of the Products by UC. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by UC, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which UC has requested warranty services are not covered by the warranty hereunder, UC shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, UC shall pay Seller therefor at Seller's then prevailing time and materials rates.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING (WITHOUT LIMITATION) ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

35. Term of Agreement.

35.1. Unless terminated per section 7.4, Termination of Agreement, this Agreement shall be effective for a period of ~~XXXXX~~four years, from April 1, 2021 ("Effective Date") through Month, Date, Year. Thereafter ~~UC-the parties~~ may by mutual agreement renew or extend the Agreement for two additional ~~one~~two-year periods at the same terms and conditions upon mutual agreement of the parties.

August 2020

Formatted: Indent: Left: 0.32", Hanging: 0.3", Right: 2.92", Space Before: 0.9 pt

~~Notwithstanding the ability of affiliates to purchase under this Agreement, only UC shall have the power to terminate, renew, or extend this Agreement.~~

36. Termination of Agreement.

36.1. UC may terminate this Agreement for cause ~~or for convenience at any time~~, in accordance with the terms of Article 2 of University of California Terms and Conditions, subject to the terms of this Clause XXXXXXXX.

36.2. ~~In the event of termination for convenience, UC agrees to provide Seller at least days prior written notice of effective date of termination and the extent thereof without penalty.~~ Seller may only terminate this Agreement for cause, at any time, upon sixty (60) days prior written notice of termination and to the extent thereof without penalty to UC. Provided however, Seller shall give UC sixty (60)

Formatted: Strikethrough

days from the date UC receives notice in which to cure any material breach of the Agreement and termination shall be effective at the end of such period only if UC fails to cure the breach.

36.3. If any termination of this Agreement takes place, Seller shall extend to UC, upon UCS request, an additional ninety (90) day period to properly implement a smooth transition. Fees for the services performed during the additional ninety (90) days will be negotiated in good faith between UC and Seller.

36.4. In the event of termination for cause by UC by reason of breach by Seller, UC shall first give Seller not less than thirty (30) days written notice of such breach. If Seller fails to remedy the breach within thirty (30) days of receipt of written notice from UC of Seller's breach of any term or condition of the Agreement then UC may terminate this Agreement by written notice to Seller.



Formatted: Highlight

37. Promotions. Seller may offer promotions supportive of its efforts to sell Products under this Agreement. Seller shall not give promotional awards to UC and end users, including by way of example clothing, personal electronic equipment, retail gift certificates or similar items. Seller may however, make available free Product(s), credit(s) on Product purchases or other business-related award(s). [UC affirms that it will not allow its Covered Recipients \(as defined in the Sunshine Act and relevant state statutes\) to request or accept any promotional products or other pecuniary incentives. UC shall also identify and disclose to Seller any procurement activity or personnel acting for the benefit of or at the direction of any Covered Recipients.](#)

38. Marketing References. In accordance with California law and University policy and without prior express written consent of UC, Seller shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the UC, in any commercial context

39. In addition to the above, if the reference only concerns specific campus, then the prior express written consent of a duly authorized officer of that campus is required.

40. Headings and Captions. The headings and captions contained in this Agreement are inserted for convenience or referenced only and are not to be deemed part of or to be used in construing this Agreement.

41. Price Audits. UC shall be entitled, upon reasonable prior notice to Seller, to perform an annual price accuracy audit in respect of the prices charged by Seller over the prior year. Seller shall provide UC with reasonable assistance in respect of such audits, including the provision of reasonable history of sales information. In respect of Third Party Products, the parties agree that such audit may include a sampling of Third Party pricing (not to exceed ten (10%) percent of Third Party Products purchased). The UC shall have the right to identify which Third Party Products purchased it wishes to audit

within the sample. Seller shall provide the auditor all details in determining the [REDACTED] cost to the UC, including the Seller's invoice for a given item. In the event there are discrepancies found, the Seller will allow the UC to Audit up to 100% of Third Party Products purchased. Disclosure of price information to any third party consultant appointed by UC shall be subject to the consultant entering into reasonable commitments of confidentiality with Seller in respect of the information disclosed. UC will conduct such audits at its sole cost and expense, and all findings shall be deemed to be Seller's confidential information. UC will share the results of such audits with Seller and allow Seller a reasonable time period to respond to such findings. In calculating any

Formatted: Highlight

underpayment or overpayment, UC shall be required to offset any undercharges against overcharges. In the event that UC wishes to engage a third party auditor to perform any audits under this agreement or related to the RFP, such third party auditor must execute a confidentiality agreement with Seller in a form acceptable to Seller.

Formatted: Indent: Left: 0.33", Right: 2.89", Space Before: 1 pt

[SIGNATURE PAGE FOLLOWS]

This Agreement, together with the above named instruments, constitute the entire agreement between UC and Seller with respect to the subject matter and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings

Attachment 2

Pricing

Attachment 3

August 2020

UCAL DOCUMENTS EXCEPTIONS

UNIVERSITY OF CALIFORNIA APPENDIX ELECTRONIC COMMERCE

Reference Exception to	Section
Reference	Section 4 e-Procurement System Responsibilities; Maintenance Of Catalog(S); License
Exception to	Subsection a, b, and d
Reference	Section 7 Multiple Suppliers
Exception to	Addition to 1 st Paragraph
Reference	Section 8 Warranty Disclaimer
Exception to	Additional Sentence
Reference	Section 10 Additional Contractual Terms
Exception to	Two additional paragraphs

UCAL DOCUMENTS EXCEPTIONS

UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT ATTACHMENT A: STATEMENT OF WORK (GLS)

Reference Exception to	Section
Reference	Section 1 Definitions
Exception to	Subsections 1.5, 1.6, 1.11, 1.12, 1.15
Reference	Section 2 Scope and Description of Program
Exception to	Subsection 2.1
Reference	Section 3 California State University System and California
Exception to	First Paragraph
Reference	Section 4 E-Commerce Requirements
Exception to	Entire Section
Reference	Section 5 Program Requirements
Exception to	Subsection 5.1, 5.2, 5.3
Reference	Section 6 Order Packaging and Labeling
Exception to	Subsections 6.3 and 6.4
Reference	Section 7 Sustainability
Exception to	Subsection 7.1
Reference	Section 10 Receiving Locations
Exception to	First Sentence
Reference	Section 11 Freight Terms
Exception to	Subsection 11.1
Reference	Section 12 Returns
Exception to	Entire Section
Reference	Section 13 Invoicing
Exception to	Subsection 13.2, 13.3, 13.5, 13.6
Reference	Section 14 Time
Exception to	Entire Section
Reference	Section 15 Pricing and Applicable Taxes
Exception to	Subsections 15.1, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 15.11
Reference	Section 16 Catalog Adjustments
Exception to	Subsections 16.1, 16.2 and 16.3
Reference	Section 17 Discontinued Products
Exception to	Subsection 17.1

Reference Exception to	Section
Reference	Section 18 Material Portfolio Adds
Exception to	Subsection 18.1
Reference	Section 19
Exception to	Entire Subsection
Reference	Section 20 Transaction and Early Payment Incentive
Exception to	Entire Section
Reference	Section 21
Exception to	Entire Section
Reference	Section 22
Exception to	Entire Section
Reference	Section 23 Other Incentives
Exception to	Subsection 23.1
Reference	Section 24 Service Standards
Exception to	Subsections 24.2, 24.3, 24.4, 24.5, 24.7, 24.8, 24.10, 24.13; Last Paragraph
Reference	Section 26 Minimum Order
Exception to	Entire Section
Reference	Section 27 Reporting
Exception to	Second sentence
Reference	Section 29 Product Certification
Exception to	Subsection 29.2
Reference	Section 34
Exception to	Last Paragraph
Reference	Section 35 Term of the Agreement
Exception to	Subsection 35.1
Reference	Section 36 Termination of Agreement
Exception to	Subsection 36.1, 36.2, 36.5
Reference	Section 37 Promotions
Exception to	Last Paragraph
Reference	Section 41 Price Audits
Exception to	First Paragraph

UCAL DOCUMENTS EXCEPTIONS

UNIVERSITY OF CALIFORNIA MASTER AGREEMENT

Reference Exception to	Section
Reference	Section 2 Term of Agreement/Termination
Exception to	1 st paragraph and Subsection b)
Reference	Section 4 Pricing, Invoicing Method and Settlement Method and Terms
Exception to	Fourth paragraph
Reference	Section 15 Incorporated Documents
Exception to	Subsection d. – Corrected spelling

UCAL DOCUMENTS EXCEPTIONS

REQUIRED SUPPLIER INFORMATION

Reference Exception to	Section
Reference	Section B. Proposal Submittal and Evaluation
Exception to	Subsection 7, Subsection 10 and Subsection 11
Reference	Section D. California Public Records Act
Exception to	Added Language
Reference	Section F. Errors & Omissions
Exception to	First and last sentences

UCAL DOCUMENTS EXCEPTIONS

UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS OF PURCHASE

Reference Exception to	Section
Reference	Article 2 – Term and Termination
Exception to	Subsections C and D
Reference	Article 3 – Pricing, Invoicing Method, And Settlement Method And Terms.
Exception to	1 st and 3 rd Sentences
Reference	Article 4 - Inspection
Exception to	1 st and 2 nd Sentences
Reference	Article 5 – Assigned Personnel; Character of Services
Exception to	Entire Section
Reference	Article 6 - Warranties
Exception to	Subsections D.2; E.2; and K
Reference	Article 8 – Indemnity and Liability
Exception to	1 st Paragraph and 3 rd Paragraph
Reference	Article 9 – Insurance
Exception to	Subsection C, E, F, and G
Reference	Article 17 – Additional Terms Applicable to the Furnishing of Goods
Exception to	Subsection A, B, and C
Reference	Article 19 – Audit Requirements
Exception to	Entire Section
Reference	Article 20 – Prohibition On Unauthorized Use Or Disclosure Of Institutional Information
Exception to	Subsection C.6.g.
Reference	Article 22 – Sustainable Procurement Guidelines
Exception to	Subsection C.1 and G.
Reference	Article 27 – Force Majeure
Exception to	Entire Section

**UNIVERSITY OF CALIFORNIA (UC) SYSTEMWIDE GENERAL LAB SUPPLY & DISTRIBUTION
SERVICES REQUEST FOR PROPOSAL # 002101-JULY2020**

Reference Exception to	Section
Reference	Section 2 Purpose & Objectives of the Request for Proposal (RFP)
Exception to	Three new subsections added.
Reference	Section 3 University of California and Omnia Partners
Exception to	Addition to 1 st paragraph
Reference	Section 5 University of California Procurement Policy
Exception to	Delete and replace 4 th paragraph
Reference	Section 6 General Laboratory Supply Product Scope
Exception to	Two additional paragraphs
Reference	Section 8 Overall Scope of Work
Exception to	Additional Language
Reference	Section 9 National Expectation
Exception to	Additional Language
Reference	Section 6 General Laboratory Supply Product Scope
Exception to	Two additional paragraphs
Reference	Section 14 Issuing Office (UC Procurement Services) & Communications Regarding the RFP
Exception to	Third sentence
Reference	Section 21 National requirements
Exception to	2 nd , 3 rd , 4 th , and 5 th Paragraphs
Reference	Section 23 Addenda to RFP
Exception to	Final Sentence
Reference	Section 26 Questionnaires and Expectations
Exception to	Seventh Paragraph
Reference	Section 28 Potential Contract Terms and Guidelines
Exception to	1 st paragraph, 2 nd paragraph
Reference	Section 29 No Mandatory Use
Exception to	Intentionally Deleted
Reference	Section 30 Disclosure of Records/Confidentiality of Information
Exception to	2 nd and 4 th paragraphs
Reference	Section 31 Termination of the RFP
Exception to	1 st and 2 nd sentences

Reference Exception to	Section
Reference	Section 30 Disclosure of Records/Confidentiality of Information
Exception to	2 nd and 4 th paragraphs
Reference	Section 34 Federal Funding Pricing
Exception to	1 st and 3 rd Paragraphs
Reference	Section 35 Audit Requirements
Exception to	Edits to entire section
Reference	Section 36 Glossary of Terms
Exception to	Added definitions for "Franchise Products" and "Third Party Products"
Reference	Section 31 Termination of the RFP
Exception to	1 st and 2 nd sentences

UCAL DOCUMENTS EXCEPTIONS

FEMA CONTRACT ADDENDUM

Reference Exception to	Section
Reference	Section 2 Termination for Cause or Convenience
Exception to	Entire section
Reference	Section 5 Access to Records
Exception to	Entire Section
Reference	Section 6 Changes
Exception to	First and last sentences
Reference	Section 10 Program Fraud and False or Fraudulent Statements or Related Acts.
Exception to	First sentence



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, ~~but not limited to~~, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the negligent acts or ~~omissions~~ willful misconduct of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SUPPLIER'S LIABILITY (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SUPPLIER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SUPPLIER'S STANDARD WARRANTY PROVISIONS)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE PAID BY UC TO SUPPLIER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SUPPLIER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. THE FOREGOING INDEMNIFICATION PROVISION STATES A PARTY'S ENTIRE LIABILITY TO THE OTHER FOR THE CLAIMS DESCRIBED HEREIN.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

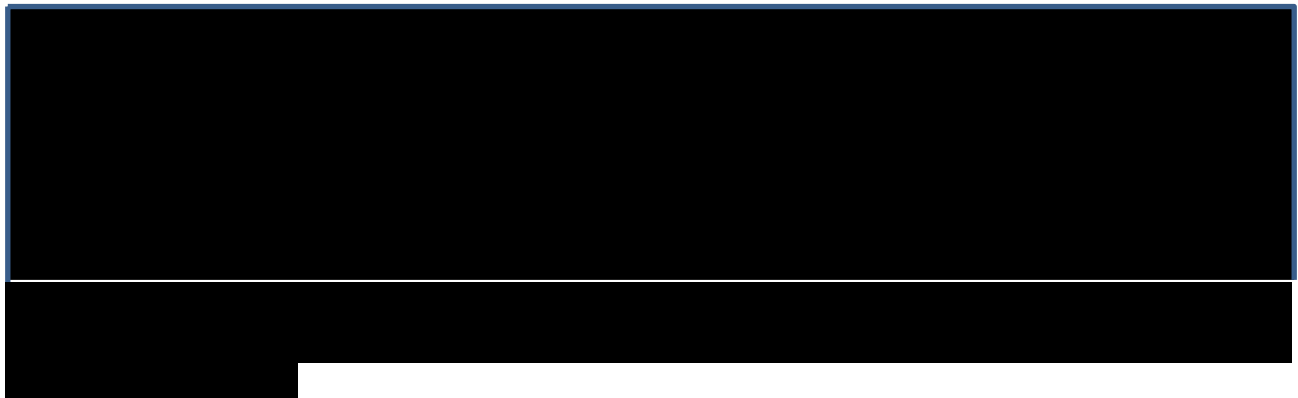
9. OMNIA Partners and Supplier ~~shall~~ will use reasonable commercial efforts to publicize and promote the availability of the Master Agreement's products and services to Public Agencies as deem applicable by OMNIA Partners and Supplier. ~~and such agencies' employees. Supplier will shall require meet with each appropriate Public Agency to register its to discuss its participation in the OMNIA Partners program. If participation is determined to be advantageous by Public Agency and Supplier, then Public Agency will register by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), complete a Letter of Intent, and executing execute a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases~~

10. Supplier ~~shall~~ will provide ~~such~~ marketing and administrative support ~~as set forth in the solicitation resulting in the Master Agreement~~ as mutually agreed to between OMNIA Partners and Supplier, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. ~~Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier and OMNIA Partners shall indemnify, defend and hold harmless OMNIA Partners each other for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall~~

comply with such terms in all material respects. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of see table below __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the ~~total purchase amount paid~~ sales to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of franchise products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.



12. Supplier shall provide OMNIA Partners with an electronic accounting report ~~monthly~~ quarterly, in the format prescribed by OMNIA Partners, summarizing all ~~Contract~~ franchise Sales for each calendar ~~month~~ quarter. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar quarter shall be provided by Supplier to OMNIA Partners by the ~~10th~~ 45th day of the following the month after the end of the quarter. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. ~~All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.~~

14. Supplier shall will use reasonable commercial effort to maintain an accounting of all applicable purchases made by Participating Public Agencies under the Master Agreement. ~~OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report.~~ In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's ~~monthly~~ quarterly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy ~~to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.~~ In the event that Omnia/Member/UC wishes to engage a third party auditor to perform any audits under this agreement or related to the RFP, such third party auditor must execute a confidentiality agreement with Offeror in a form acceptable to Offeror. Any overcharges shall be offset against applicable undercharges. Audits shall not be required more than once per calendar year. All audits are subject to Supplier's reasonable approval, which shall not be unreasonably withheld.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned with the prior written consent of Supplier, ~~at OMNIA Partners' sole discretion~~ to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion unless mutually agreed to between the parties

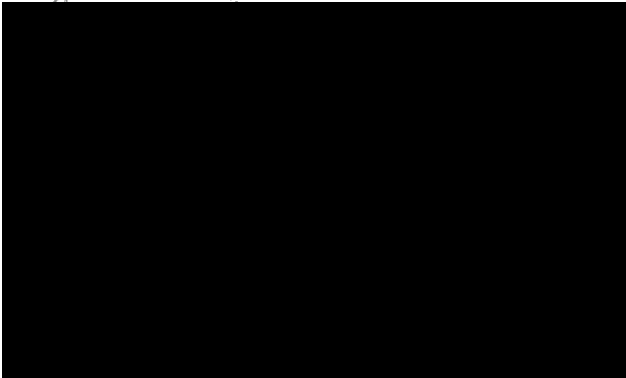
21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, ~~excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.~~

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Fisher Scientific Company L.L.C.

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**



Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

ADMINISTRATION AGREEMENT

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

~~**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.~~

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including ~~but not limited to~~ the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including ~~but not limited to~~ any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions

ADMINISTRATION AGREEMENT

Exhibit B, continued

of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies. All pricing and contract terms are strictly confidential, and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers. Supplier may require Omnia Members or prospective members that have not enrolled in one of the programs with a Letter of Participation to sign a non-disclosure agreement in order to receive a copy of any existing or proposed agreement and related Pricing. The non-disclosure agreement is between Supplier and the Omnia Member or prospective member. The non-disclosure agreement will be in a form acceptable to Supplier. In addition, All information, documentation and other materials requested to be submitted in response to the solicitation may be subject to public disclosure upon execution of this Agreement. Where Supplier's information, documentation and other materials are subject to a public records request or similar request for public disclosure, Omnia or Member, as applicable, will promptly notify Supplier in writing to enable Supplier to seek confidential treatment of such Confidential Information, and will reasonable cooperate with Supplier in seeking such confidential treatment.

~~6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“GPO”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.~~

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

~~8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not to exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.~~

~~9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.~~

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA

ADMINISTRATION AGREEMENT

Exhibit B, continued

PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SUPPLIER'S LIABILITY (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SUPPLIER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SUPPLIER'S STANDARD WARRANTY PROVISIONS)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE PAID BY PROCURING PARTY TO SUPPLIER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SUPPLIER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. THE FOREGOING INDEMNIFICATION PROVISION STATES A PARTY'S ENTIRE LIABILITY TO THE OTHER FOR THE CLAIMS DESCRIBED HEREIN.

10. ~~This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6—10 hereof shall survive any such termination.~~

11. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR AND/OR
COMMUNITIES PROGRAM MANAGEMENT,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY D/B/A U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit B, continued

EXAMPLE

ADMINISTRATION AGREEMENT

Exhibit D

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.

ACH Instructions

ACH Information For: OMNIA Partners, LLC

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362675998

Regular, Courier or Delivered Mail for Checks

OMNIA Partners

ATTN: Controller

840 Crescent Centre Drive

Suite 600

Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

~~**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.~~

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including ~~but not limited to~~ the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including ~~but not limited to~~ any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies. All pricing and contract terms are strictly confidential, and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers. Supplier may require Omnia Members or prospective members that have not enrolled in one of the programs with a Letter of Participation to sign a non-disclosure agreement in order to receive a copy of any existing or proposed agreement and related Pricing. The non-disclosure agreement is between Supplier and the Omnia Member or prospective member. The non-disclosure agreement will be in a form acceptable to Supplier. In addition, All information, documentation and other materials requested to be submitted in response to the solicitation may be subject to public disclosure upon execution of this Agreement. Where Supplier's information, documentation and other materials are subject to a public records request or similar request for public disclosure, Omnia or Member, as applicable, will promptly notify Supplier in writing to enable Supplier to seek confidential treatment of such Confidential Information, and will reasonable cooperate with Supplier in seeking such confidential treatment.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements ~~directly or indirectly~~ by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in

accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. ~~Master Agreements may be structured with not to exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.~~

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. ~~A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.~~

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SUPPLIER'S LIABILITY (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SUPPLIER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SUPPLIER'S STANDARD WARRANTY PROVISIONS)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE PAID BY PROCURING PARTY TO SUPPLIER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SUPPLIER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. THE FOREGOING INDEMNIFICATION PROVISION STATES A PARTY'S ENTIRE LIABILITY TO THE OTHER FOR THE CLAIMS DESCRIBED HEREIN.

11. ~~This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.~~

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements ~~and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.~~

~~I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.~~

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for General Lab Supplies and Distribution Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. ~~OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.~~ Thermo Fisher Scientific acknowledges. The Fisher Scientific channel offer is for a primary supplier, singular award for laboratory supplies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

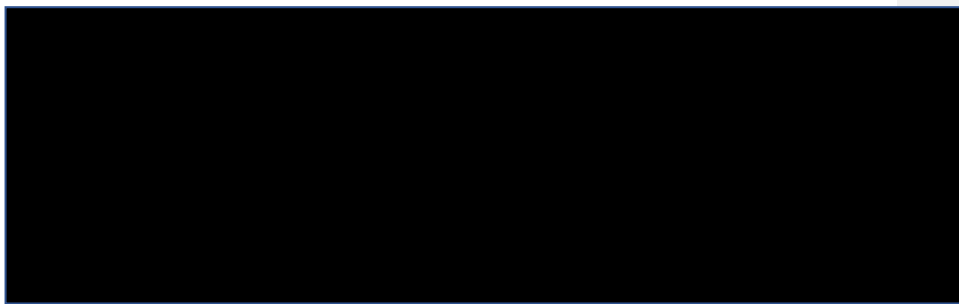
The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee see table below ~~of three percent (3%) of the greater~~ of the Contract Sales for franchise products under the Master Agreement ~~and Guaranteed Contract Sales under this Request for Proposal~~. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).



1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$300 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual

volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of ~~any~~ Prime Supplier contract award resulting from this RFP made by Principal Procurement Agency will, ~~at OMNIA Partners' option,~~ be the basis of award on a national level through OMNIA Partners. ~~If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners.~~ Utilization of the Master Agreement by Participating Public Agencies as a Preferred or Prime Award will be at the discretion of the individual Participating Public Agency. (See table below) Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all applicable sales and paying the applicable administrative fee for such sales that use the Master Agreement as the basis for the purchase order, ~~even though Master Agreement may have expired.~~

The Fisher Scientific channel's offer is for a primary supplier, singular award for laboratory supplies. The Participating Agencies or members have the choice of a Prime

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

or Preferred commitment level to execute with a Fisher Scientific OMNIA Partners Laboratory Supply Award. The Prime and Preferred eligibility and requirements are detailed in the table below. (Table 1.0) The differentiation of value is also included, by segment for the consideration of the participating agency to choose the solution best suited for their procurement business model. (Table 2.0 Academic, Table 3.0 Government, Table 4.0 K-14).

TABLE 1.0 PARTICIPATING AGENCY COMMITMENT LEVELS

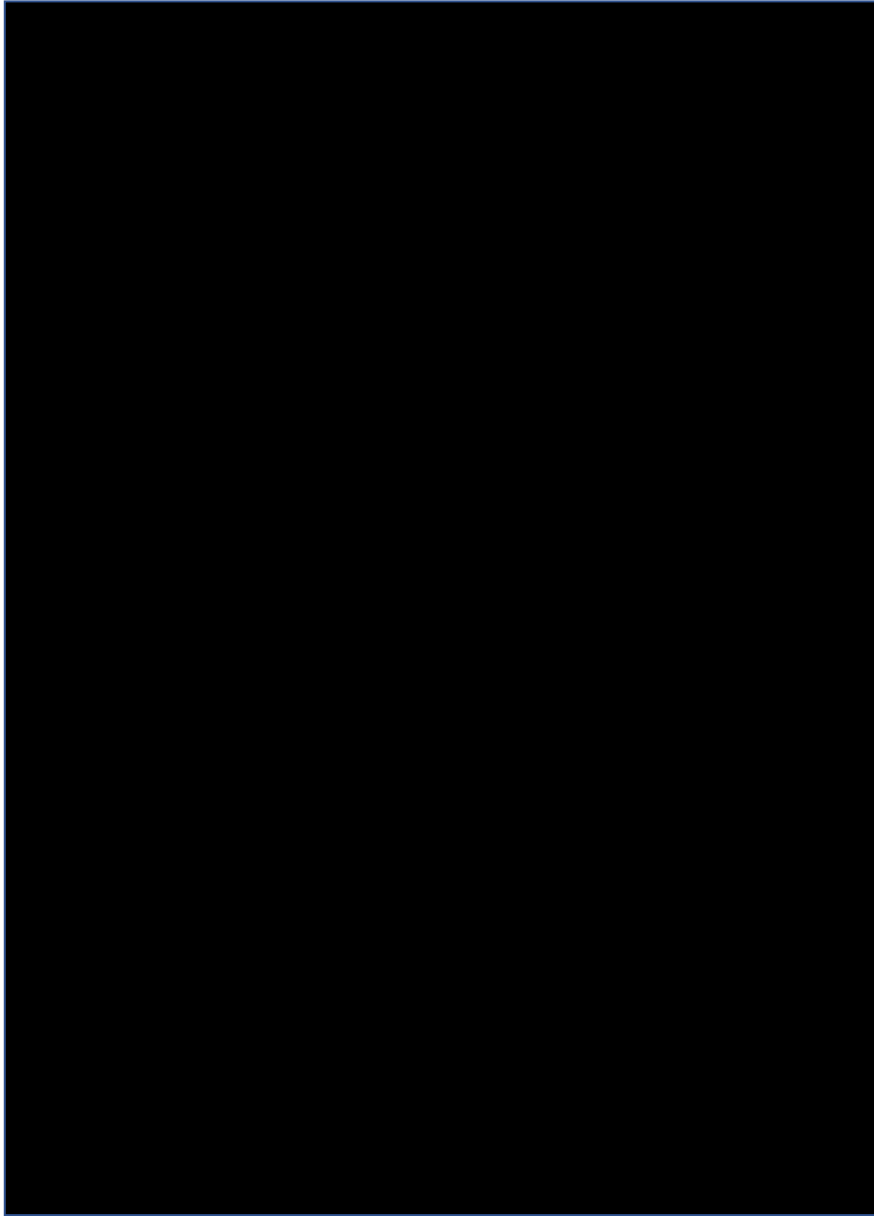


TABLE 2.0 ACADEMIC VALUE DIFFERENTIATION

Academic Table	Preferred Primary	
Contract Value-Add to Participating Agency	+	+
Cost Savings		
Fisher Scientific product Discount Schedules	+	++
Market Basket for Top Items Purchased in the Academic Segment	+	++
Customer Specific Hot Lists	+	++
Manufacturer Rebated Pricing	+	+
Patronage Fee	+	++
Exclusive Promotions	+	++
New Lab Start Up Program	+	+
Switch and Save Program		+
Shipping Cost Avoidance	+	+
Social Responsibility		
Sustainability Incentive		+
Diverse Supplier Program		+
STEM Programs		+
Service and Programs		
Pipette Calibration	+	+
Instrument Certification	+	+
Laboratory Casework Installation	+	+
Finance and Leasing Programs	+	+
Global Export	+	+
Inventory Management Services	+	+
Custom Oligos, Antibodies and Peptides	+	+
e-Integration	+	+
Encompass Procurement Services	+	+
Unity Lab Services	+	+
Global Export	+	+
Dedicated Single Point of Contact for OMNIA Partners	+	+
Team of Sales Management and Representatives	+	+
Safety, Life Science, and Chemical Specialists	+	+
Dedicated Customer Service	+	+
Consolidated Master Contract	+	+
+Number of "+" indicates differentiated value of commitment		

TABLE 3.0 GOVERNMENT DIFFERENTIATION

Government Table	Preferred Primary	
Contract Value-Add to Participating Agency	+	+
Cost Savings		
Fisher Scientific product Discount Schedules	+	++
Market Basket for Top Items Purchased in the Government Segment	+	++
Customer Specific Hot Lists	+	++
Manufacturer Rebated Pricing	+	+
Patronage Fee	+	++
Exclusive Promotions	+	++
New Lab Start Up Program	+	+
Switch and Save Program		+
Shipping Cost Avoidance	+	+
Social Responsibility		
Sustainability Incentive		+
Diverse Supplier Program		+
STEM Programs		+
Service and Programs		
Pipette Calibration	+	+
Instrument Certification	+	+
Laboratory Casework Installation	+	+
Finance and Leasing Programs	+	+
Global Export	+	+
Inventory Management Services	+	+
Custom Oligos, Antibodies and Peptides	+	+
e-Integration	+	+
Encompass Procurement Services	+	+
Unity Lab Services	+	+
Global Export	+	+
Dedicated Single Point of Contact for OMNIA Partners	+	+
Team of Sales Management and Representatives	+	+
Safety, Life Science, and Chemical Specialists	+	+
Dedicated Customer Service	+	+
Consolidated Master Contract	+	+
+Number of "+" indicates differentiated value of commitment		

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

TABLE 4.0 K-14 VALUE DIFFERENTIATION

K-12 and 2 Year Community College Table	Participating Agency
Contract Value-Add to Participating Agency	+
Cost Savings	
Fisher Scientific Product Discount Schedules	+
Market Basket for Top Items Purchased in the Government Segment	+
Customer Specific Hot Lists	+
Manufacturer Rebated Pricing	+
Exclusive Promotions	+
New Lab Start Up Program	+
Shipping Cost Avoidance	+
Service and Programs	
Pipette Calibration	+
Instrument Certification	+
Laboratory Casework Installation	+
Finance and Leasing Programs	+
Global Export	+
Inventory Management Services	+
Custom Oligos, Antibodies and Peptides	+
e-Integration	+
Encompass Procurement Services	+
Unity Lab Services	+
Global Export	+
Dedicated Single Point of Contact for OMNIA Partners	+
Team of Sales Management and Representatives	+
Safety, Life Science, and Chemical Specialists	+
Dedicated Customer Service	+
Consolidated Master Contract	+

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as a competitively bid contract vehicle to offer to ~~the Supplier's primary go to market strategy~~ to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to applicable ~~all~~ Public Agencies, Supplier ~~must~~ will make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners as deemed appropriate regarding compliance with ~~designed to ensure the success of~~ the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is deemed by Supplier as a "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to ~~all~~ applicable Public Agencies, ~~including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement~~, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier warrants that the prices under the Master Agreement do not exceed the prices charged by Supplier in the aggregate to comparable consortiums in the same segment and region purchasing the same or substantially similar mix of goods in the same or greater quantities and in the same timeframe under the same or substantially similar circumstances and under the same or substantially similar terms and conditions.

~~Supplier commits to not exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

2.3 Sales Commitment

Supplier commits to ~~aggressively~~ market the Master Agreement as a competitively bid contract vehicle as a component of the ~~its~~ go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies if applicable, through OMNIA Partners nationwide. Supplier commits that all applicable Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent ~~or better~~ manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement. For clarity, Supplier will use the same methodology for OMNIA for same product sold to same customer at the same price will result in equal compensation

3.0 SUPPLIER RESPONSE

1. Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. All pricing and contract terms are strictly confidential, and recipients are not authorized to disclose such information to competing suppliers or use it in negotiations with existing or potential suppliers. Supplier may require Omnia Members or prospective members that have not enrolled in one of the programs with a Letter of Participation to sign a non-disclosure agreement in order to receive a copy of any existing or proposed agreement and related Pricing. The non-disclosure agreement is between Supplier and the Omnia Member or prospective member. The non-disclosure agreement will be in a form acceptable to Supplier. In addition, All information, documentation and other materials requested to be submitted in response to the solicitation may be subject to public disclosure upon

execution of this Agreement. Where Supplier's information, documentation and other materials are subject to a public records request or similar request for public disclosure, Omnia or Member, as applicable, will promptly notify Supplier in writing to enable Supplier to seek confidential treatment of such Confidential Information, and will reasonable cooperate with Supplier in seeking such confidential treatment.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Fisher Scientific was founded as the Scientific Materials Company in 1902 by Chester G. Fisher with the purchase of the stockroom of the Pittsburgh Testing Laboratories. Chester Fisher recognized the need for a company that would supply the scientific tools for Pittsburgh's many industries, including the city's burgeoning steel business, and the Fisher family led the Company for more than 70 years. The hub of our domestic operations remains in Pittsburgh. In November 2006, Fisher Scientific combined with Thermo Electron Corporation, a leading supplier of scientific instrumentation, to create an industry-transforming alliance. As an international company serving more than 450,000 customers in over 150 countries, Fisher Scientific is an indirect, wholly-owned subsidiary of Thermo Fisher Scientific Inc., the world leader in serving science. Thermo Fisher Scientific is headquartered in Waltham, MA, and has over \$25B in revenues and 75,000 employees in 50 countries.

With a 118-year history in serving science, the Fisher Scientific channel is the market leader in serving state and academic institutions such as those represented by this RFP. From traditional laboratory and safety procurement to advanced e-commerce and inventory management solutions, we have considerable experience in developing programs with customers to streamline the procurement process and add considerable value to Participating Public Agencies' operations.

Wide Range of Services Offered

We provide a wide range of services to our academic customers which include, but are not limited to:

Optimize Supply Management	Supporting the Purchase Process	Identifying Cost Savings Initiatives
<ul style="list-style-type: none"> • Supply assurance through a global manufacturing and distribution network • Asset management services and systems • Product rationalization and standardization support • On-site resources for supply management and support services • Mobile app for multi-platform inventory management 	<ul style="list-style-type: none"> • Robust eBusiness support including electronic payment and ordering options with custom catalogs and full integration with most major ERPs • Procurement services • On-site procurement support • Streamlined remote purchasing with order control and tracking 	<ul style="list-style-type: none"> • Support for regulatory compliance • Industry-leading portfolio of products to support vendor consolidation efforts • Reduce manual processes • Optimize use of existing lab and resources • Low-cost alternative program • Financial and leasing services

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Company Overview

As the channel-to-market for Thermo Fisher Scientific, Fisher Scientific is a clear channel of choice of more than **2,500,000 products and services from over 9,000 suppliers**. Our experience in a number of markets—e.g., pharmaceutical, biotech, academic, government, industrial, food and agriculture, safety—positions us to meet OMNIA Partners' product and service needs on all levels.

Our company portfolio is represented by **six premier brands**: Thermo Scientific, Applied Biosystems, Invitrogen, Fisher Scientific, Unity Lab Services, and Patheon.

- The **Thermo Scientific** brand offers customers in research, diagnostics, industrial, and applied markets a complete range of high-end analytical instruments as well as laboratory equipment, software, services, consumables and reagents. Our portfolio of products includes innovative technologies for mass spectrometry, chromatography, elemental analysis, electron microscopy, molecular spectroscopy, sample preparation, informatics, chemical research and analysis, cell culture, bioprocess production, cellular, protein and molecular biology research, allergy testing, drugs-of-abuse testing, therapeutic drug monitoring testing, microbiology, as well as environmental monitoring and process control.
- The **Applied Biosystems** brand offers customers in research, clinical and applied markets integrated instrument systems, reagents, and software for genetic research. Our portfolio includes innovative technologies for genetic sequencing and real-time, digital and end point polymerase chain reaction (PCR), that are used to determine meaningful genetic information in applications such as cancer diagnostics, human identification testing, and animal health, as well as inherited and infectious disease.
- The **Invitrogen** brand offers life science customers a broad range of consumables and instruments that accelerate research and ensure consistency of results. Our portfolio of products includes innovative solutions for cellular analysis and biology, flow cytometry, cell culture, protein expression, synthetic biology, molecular biology and protein biology.
- **Fisher Scientific** is our channels brand, offering customers a complete portfolio of laboratory equipment and consumables, chemicals, supplies and services used in scientific research, healthcare, safety, and education markets. These products are offered through an extensive network of direct sales professionals, segment-relevant printed collateral and digital content, a state-of-the-art website, and supply-chain management services. Our extensive list of **exclusive alliances** with major manufacturers allows us to give our customers easy access to the products that are most in demand—all from one supplier.

Our scientific and research products primarily serve colleges and universities, medical research institutions, pharmaceutical and biotechnology companies, hospital research labs, government agencies, original equipment manufacturers, quality control, and R&D laboratories.

- **Unity Lab Services** is our instrument and equipment services brand, offering a complete portfolio of services from enterprise level engagements to individual instruments and laboratory equipment, regardless of the original manufacturer. Through our network of world-class service and support personnel, we provide

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

services that are designed to help our customers improve productivity, reduce costs, and drive decisions with better data.

- **Patheon** is our contract development and manufacturing brand, representing the comprehensive offering of services that we provide to customers ranging from small biotech to large pharmaceutical companies. We support our customers' development of innovative medicines, including biologics, gene therapies and vaccines. By leveraging our expanding global network of facilities, we deliver high-quality services at all stages of the drug lifecycle, from discovery to development through clinical trials and commercial manufacturing.

ThermoFisher
SCIENTIFIC

thermo
scientific

applied
biosystems

invitrogen

fisher
scientific

unity
lab services

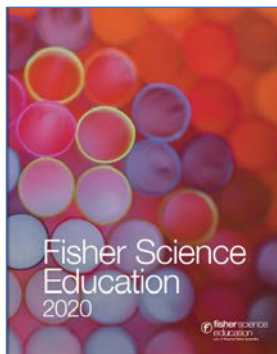
patheon

Our offering also includes healthcare and science education products that can be sourced through Fisher HealthCare and Fisher Science Education.

Fisher HealthCare focuses on meeting diagnostic testing needs in healthcare facilities and is a leading supplier of diagnostic tests, equipment, chemicals, and scientific clinical products, supplies, and consumables. Whether in hospitals, reference labs, physician's offices, government, healthcare site, public health clinics, and universities - our people, products and business solutions focus on helping our customers deliver the best patient care.

Clinical research, pathology, state and regional forensics labs and other non-hospital venues can take advantage of a single source to support both clinical and applied technologies.

Fisher Science Education provides a product focus for educators in K-6; middle, junior, and senior high school, and colleges and universities. Education products include science-related and laboratory products for the K-12 and secondary education market. Products and services available through Fisher Science Education include a complete portfolio of laboratory equipment, chemicals, supplies and services used in scientific research, healthcare, safety, and education markets. These products are offered through an extensive network of direct sales professionals, industry-specific catalogs, e-commerce capabilities and supply-chain management services. We also offer a range of biopharma services for clinical trials management and biospecimen storage.



ThermoFisher
SCIENTIFIC

Version April 9, 2020

fisher scientific

**Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020**

As part of Thermo Fisher Scientific, the world's leading provider of instruments and supplies to research and biotechnology communities, Fisher Science Education has access to thousands of biotechnology products used by researchers in laboratories across the world.

B. Total number and location of sales persons employed by Supplier.

The Fisher Scientific channel employs more than 750 sales personnel located throughout the United States and Canada.

C. Number and location of support centers (if applicable) and location of corporate office.

The Fisher Scientific channel has distribution centers and sales offices throughout the globe, and can provide support to OMNIA Partners Agencies in all national geographic regions from coast to coast.

Fisher Scientific Channel Support Locations	
Agawam, MA	Super Warehouse
Cayey, Puerto Rico	Warehouse and Customer Service Center
Chino, CA	Super Warehouse
Dallas, TX	Super Warehouse
Denver, CO	Warehouse
Florence, KY (Cincinnati)	Super Warehouse
Hanover Park, IL (Chicago)	Super Warehouse and Customer Service Center
Houston, TX	Customer Service Center
Lehigh Valley, (Nazareth) PA	Super Warehouse
Pittsburgh, PA	Headquarters (Fisher Scientific Channel)
Seattle, WA	Warehouse
Suwanee, GA (Atlanta)	Super Warehouse and Customer Service Center
Tracy, CA	Warehouse

* Super warehouse designation because of size and geographic location

D. Annual sales for the three previous fiscal years.

2017 = \$20,918,000,000
2018 = \$24,358,000,000
2019 = \$25,542,000,000

(Figures are for our Parent Company, Thermo Fisher Scientific, Inc.)

a. Submit FEIN and Dunn & Bradstreet report.

Tax ID for Fisher Scientific Company LLC is 23-2942737.

E. Describe any green or environmental initiatives or policies.

As a responsible corporate citizen, Thermo Fisher is committed to protecting the environment by minimizing our impact in the communities where we operate. Leveraging our PPI Business System and our Environmental, Health and Safety (EHS) Management System, we continually look for ways to improve our processes, protect the environment and reduce waste. This commitment inspires us to create a culture in which our colleagues are involved in piloting process improvements that protect them and environment, reduce the energy and water we consume and the

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

waste we generate. Thermo Fisher is committed to reducing emissions, releases and waste through participation in CDP and UN Global Compact.

Our strategy for environmental sustainability is focused on the following pillars:

- Minimizing the environmental impact of our own activities
- Driving responsible practices through our supply chain
- Providing our customers with sustainable product options

Thermo Fisher Scientific Corporate Sustainability

- EcoVadis™ member
- Signatory to United Nations Global Compact
- 6 LEED certified buildings
- 13 Zero Waste manufacturing facilities
- 24 sites working towards Zero Waste
- 10% reduction in greenhouse gases
- 9% reduction in water usage
- 3,200+ tons of waste diverted from land fills
- Through a pilot project with non-profit, *My Green Lab*, Thermo Fisher Scientific is leading the movement towards more sustainable labs through their ACT certification program. This eco-nutrition label program brings accountability, consistency and transparency regarding product environmental impact. Thermo Fisher Scientific currently has over **94 Nalgene products using the ACT label**.
- As a wholly-owned subsidiary of our parent company, Thermo Fisher Scientific, the Fisher Scientific channel provided the University of California, Office of the President a **proactive response** detailing how our company conforms to University of California Article 22 Sustainability Guidelines.
- Additional details regarding our Corporate Social Responsibility efforts can be found by clicking on the link:
<https://www.thermofisher.com/content/dam/LifeTech/global/CSR/2018%20CSR%20Report.pdf>

Products

- The Fisher Scientific channel offers over **1,750 green products** (Federal Trade Commission green certified) to our customers.
- In 2019, we enacted changes to our e-commerce content for the UC System enabling our customers to **easily identify green products**. Changes included addition of product glyphs (Green, Energy Star, and Recycled), as well as expanded product content detailing associated green attributes.
- Sustainable product examples include:
 - **Thermo Scientific TSX Laboratory Freezers**—These Energy Star rated products offer our innovative technology allowing end users to reduce their cold storage energy and carbon footprint by 70%.
 - **BenchStable Media**—A line of media products that is first to market enabling storage at room temperature. According to a study by the Center

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

for Energy Efficient Laboratories, approximately 25% of the energy consumption in a typical lab is from cold storage. One major benefit of BenchStable media is the ability to store media bottles at room temperature enabling a substantial decrease in energy usage.

- **Smart Plates**—A new and innovative design for microbiological media plates. These new plates use 10% less plastic resin which will help Thermo Fisher to annually reduce resin use by 126 tons and gasoline consumption by 47,000 gallons. The business has also developed a calculation system to enable customers to measure their own reduction in greenhouse gasses by using these plates.

Packaging

- **Paper Cooler**—In 2018, we launched a **100% paper cooler** for a portion of our cold shipments. For decades, expanded polystyrene (EPS) foam coolers have been the preferred external packaging for cold chain shipments, despite being notoriously difficult to recycle. The new paper cooler meets the thermal requirements necessary to uphold our stringent product quality standards. It is the next step in our continued pursuit to find better ways to ship our products. For every 10,000 coolers we ship, we eliminate 6,500 cubic feet of EPS from landfills.
- **EcoSafPak**—This **Styrofoam-free packaging** is full recyclable and is used for shipments of Fisher Chemical cases. Packaging is **sustainably sourced** and certified by Sustainable Forestry Initiative.
- Replaced paper inner packaging materials with **green recyclable air pillows**.
- **Reuse of Material**—Our Packaging Service providers **reuse** pallets and corrugated cardboard after initial intended use, and then **recycle** these products that are no longer safe for conventional reuse.
- Our Packaging Service providers' fiber **sourcing policy** for procuring wood and recovered fiber products includes:
 - Fiber from certified forests
 - Fiber sourced through third party-certified procurement systems
 - Pre- and post-consumer recovered fiber
- In 2019, our Packaging Service providers offered packaging, paper and facility supplies products **certified to at least one** of the following responsible forestry Chain of Custody certifications:
 - Forest Stewardship Council® (FSC®): SGSNA-CoC-003630
 - Sustainable Forestry Initiative® (SFI®): SGS-SFI-CoC-0037
 - Programmed for the Endorsement of Forest Certification (PEFC): SGS-PEFC-CoC-0208

Programs

- In conjunction with Kimberly Clark, the Fisher Scientific channel offers **glove and garment recycling** programs.
- The Fisher Scientific channel also offers a **Pipette Tip Box recycling** program
- To **encourage on campus sustainable practices**, the Fisher Scientific channel has partnered with UCSD's Green Lab program in the following areas:

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

- **Certified Green Labs only access to cost savings** promotions on over 1,000 green products.
- Workdays with UCSD Sustainability to help promote My Green Labs to each lab.
- **Monthly promotion featuring green products** sent out to the Sustainability department for socialization to the research community.
- **My Green Labs invitations** to participate in Fisher Scientific Shows across campus to help raise awareness of Green Labs program.
- Fisher Scientific-sponsored luncheon award to newly certified Green Labs.

Innovative Packaging

- FisherPak™ Solvent Delivery System and NowPak II - refillable chemical containers that help reduce waste from plastic and glass containers.
- Reusable product containers.
- Insulated recyclable cardboard containers that eliminate the need for Styrofoam in certain temperature-sensitive shipments.
- Use of sustainable packaging options:
 - No use of Styrofoam
 - Void fill: recycled paper, recycled plastic airbags, reused airbags
 - 11 packaging sizes to reduce unnecessary wastage

Minimizing our Carbon Footprint

Our journey to zero waste

Our Zero Waste program focuses on closely managing our waste streams at the site level, where we work to reduce the amount of waste we generate and send to landfill while lowering our operating costs. We define “zero waste” as diverting 90 percent or more waste from landfill through reuse, recycling, and incineration, as a last resort, when used to generate energy.

Helping our Customers

- Our Scheduled Shipment Program allows customers to reduce the number of physical shipments without changing ordering cycles.
- We can consolidate orders to reduce the usage of transportation, fossil fuels and greenhouse gas emissions. Consolidating suppliers will also help achieve the same result, as it will reduce the number of overall shipments to OMNIA Partners sites.
- Customers can select electronic invoices and request electronic catalogs and literature.

Supplier Recycling Programs

The Fisher Scientific channel also offers a number of supplier-driven Recycling Programs, and we can work with OMNIA Partners at local sites to maximize recycling opportunities through suppliers and manufacturers. Current programs include:

- Glove Recycling Program
- Garment Recycling Program
- Life science plastics recycling program
- Pipette Tip Box Recycling
- Glass Chemical Bottles and packaging


- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.


The Fisher Scientific channel has had a dedicated Supplier Diversity team since 2004. We assist both the small and / or diverse business community, along with end users, in building repeatable, sustainable programs. We understand that diversity is not a one-size fits all, so we take the time to learn what is important to our end users and work with them to build sustainable solutions giving small and / or diverse businesses maximum practicable opportunities to participate.

Integrated Solutions

The Fisher Scientific Supplier Diversity Program helps meet individual diversity goals through our network of partners.

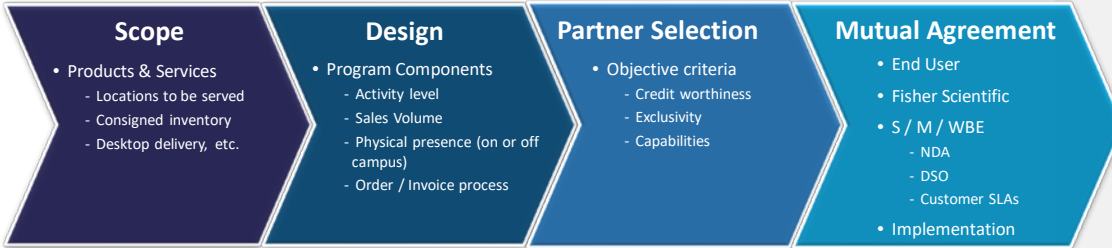
Fisher Scientific Supplier Diversity – Integrated Solutions

Achieve initiatives	Increase productivity	Value-added services
		
Meeting individualized diversity goals through our network of partners		
<ul style="list-style-type: none">• Minority-owned business enterprise (MBE)• Women-owned business enterprise (WBE)• Woman-owned small business (WOSB)• Veteran-owned small business (VOSB)• HUBZone business• Small business enterprise (SBE)• Small disadvantaged business (SDB)• Service-disabled veteran-owned small business (SDVOSB)		
Building a plan together to help you meet your diverse business requirements		

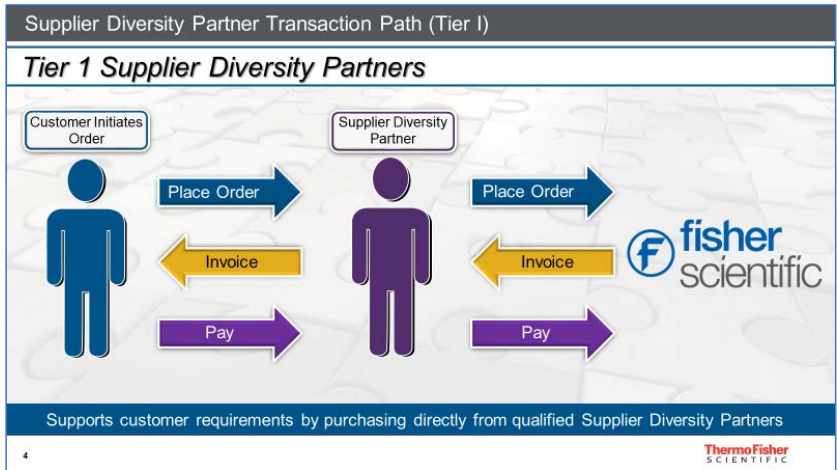
2 

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

How We Can Build a Diversity Solution Together

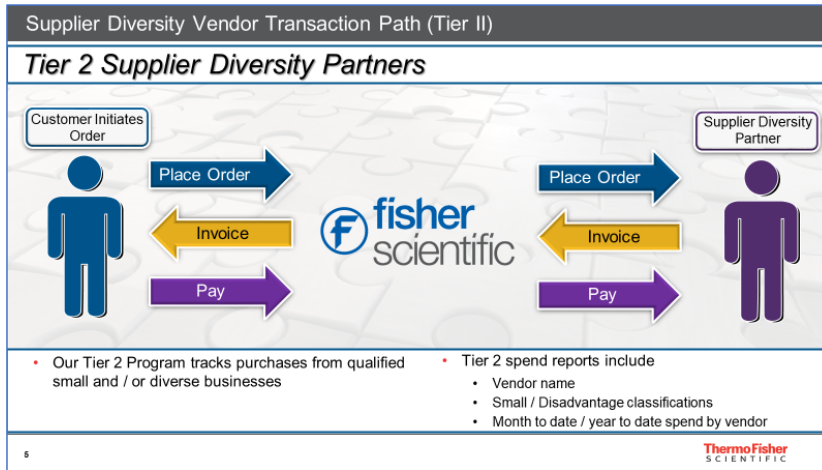


Tier I Supplier Diversity Partners – Paths of Transactions



Tier II Supplier Diversity Partners – Paths of Transactions

Through our Tier 2 program, we currently offer access to ~2,500 small and diverse suppliers and can onboard customer-specified suppliers to support local goals and initiatives. We work with our suppliers and a 3rd Party company to maintain a database of our spend and diverse partners, where the supplier's self-certify diverse certifications based on the definitions as defined by the U.S. federal government.



Corporate Supplier Diversity Program Expanded Corporate Wide

Earlier this year, the Supplier Diversity Program was expanded to **include all divisions of Thermo Fisher Scientific.**

The Supplier Diversity Program provides qualified certified small and diverse businesses with opportunities to become a preferred vendor for Thermo Fisher Scientific. We recognize the importance of valuing the diversity of our employees, and all with whom we do business; we are committed to ensuring that we embed this inclusive culture in all our business practices.

One way we accomplish this is through actively working to build and maintain relationships with well-qualified small, veteran, minority, LGBTQ, disabled and women-owned businesses. We invest in the resources, policies, and tools needed to make this vision a reality. By continually increasing the diversity of our world-class supply chain, we benefit by obtaining the value of the innovative solutions and the fresh business perspective such firms have to offer.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

We do not anticipate the use of subcontractors under the scope of any potential agreement.

I. Describe how supplier differentiates itself from its competitors.

The Fisher Scientific channel, part of Thermo Fisher Scientific, is a leading distributor of scientific equipment and supplies, providing the widest breadth of products and services. Our key differentiators include:

➤ **Exclusive Alliances**

Thermo Fisher Scientific's extensive list of exclusive alliances with major manufacturers allows us to give our customers easy access to the products that are most in demand, at very competitive prices. We are continually developing new relationships with strategic suppliers in the industry, particularly in the rapidly expanding life-science arena, in order to offer our customers the benefits of the most comprehensive product lines and the latest trends.

In addition, Thermo Fisher Scientific Inc. is unmatched as a national and international distributor in the area of Life Science products and suppliers. We are unparalleled by our competitor with our Thermo Fisher Scientific-owned companies and self-manufacturing capabilities. In addition, Thermo Fisher Scientific's ability to expand our presence in the Life Science market provides strong savings opportunities for our customers by converting from direct Life Science companies to Thermo Fisher brands.

Thermo Fisher Scientific partners with over **45 Exclusive suppliers** and offers an additional **530 Exclusive products** through the channel as compared to other channels.

➤ **Manufacturer Partners**

As a provider of choice, we continuously explore new opportunities with new manufacturer partners and / or additional product opportunities with long-standing partners, both internally in Thermo Fisher Scientific and externally, supporting the scientific community. Our relationship(s) with new suppliers evolves from our Encompass Program (third party) to a fully franchised product portfolio with stocking in our warehouses nationwide, or based on regional demands.

➤ **Leading-Edge Technology**

We are continually improving and updating our premier website, www.fishersci.com, and have made many updates and improvements throughout 2020 including **product ratings, mobile ordering checkout enhancements, a new Help and Support Center**, and much more.

➤ **Largest Investment in R&D**

In 2019, we spent **over \$1 billion** on research and development – far more than any company in our industry. We use this investment to help our customers achieve their goals for innovation and productivity, and enable exciting breakthroughs that will benefit society at large.

➤ **Financial Stability**

Our parent company, Thermo Fisher Scientific, maintains a strong balance sheet, highlighted by an excellent liquidity position, an efficient capital structure, and access to considerable capital resources. We expect to continue our record of significant internal sales growth, as well as growth through selective strategic acquisitions which continue to add value to our customers.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

➤ **New Distribution Center in Tracy, CA**

Thermo Fisher Scientific has invested significantly in a worldwide logistics network linking distribution mega-centers, suppliers and customers.

In November 2018, we opened our new 225,000 sq. ft. distribution center in **Tracy, CA** which is 33% larger than the previous and now closed Santa Clara, CA site. The facility was also built with a focus on sustainability and incorporates the latest energy-efficient LED lighting systems and recycling programs designed to process cardboard and stretch-wrap which will help reduce our landfill footprint.



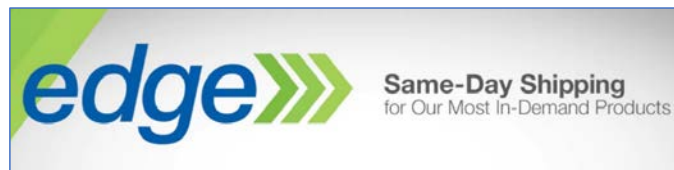
Tracy, CA Distribution Center

In addition, the Tracy distribution center utilizes advanced warehouse management systems to improve quality and efficiency.

Along with our **Chino, CA distribution center**, Thermo Fisher Scientific can serve our OMNIA customers with the most efficient and enhanced product and delivery services.

Fisher Scientific edge

Please review the **Fisher Scientific edge Program** which allows researchers to zero in on our most popular ready-to-ship products. Look for the **edge** icon to identify items that are available for **standard same-day shipping**. Order any product marked with the **edge** icon before 2 PM in your time zone, and it ships out the same day; orders placed after 2 PM ship the next business day.



➤ **Life Sciences Solutions Group**

As a wholly-owned subsidiary of Thermo Fisher Scientific Inc., our company is **unmatched as a national and international distributor** in the area of **Life Science products and suppliers**. We are unparalleled with our Thermo Fisher Scientific-owned companies and self-manufacturing capabilities.

The Life Sciences Solutions group (LSG) within Thermo Fisher Scientific is an important part of the company's total value proposition. With an innovative and broad life sciences portfolio, a strong presence at the bench, best-in-class web and e-commerce channels, industry leading on-site supply center coverage and one of the most technically experienced sales and support teams, LSG brings incredible core strength to the broader company.

With innovation at the forefront of this division, Thermo Fisher Scientific can develop and deliver some of the most cited life science reagents and instruments on the market, optimized to work together to help customers accelerate discovery and make breakthroughs in research, medical and applied sciences. Around the

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

globe, the LSG celebrates life-changing and life-saving events that come from advances in science.

➤ **Training Center in Carlsbad, CA**

Our West Coast training facility is located at Thermo Fisher Scientific in Carlsbad, California. This world-class facility is designed to serve customers in molecular and cell biology, clinical applications and in applied markets such as human identification, biosecurity and quality and safety testing.

The Training Center offers interactive application and instrument training, fully-staffed working laboratories and opportunities to collaborate with Thermo Fisher Scientific scientists and product development teams. With exposure to the full Thermo Fisher Scientific product portfolio we help you learn how to streamline your workflow, helping to maximize your investment in Thermo Fisher Scientific equipment, software and reagents; stay abreast of emerging technologies and applications; and most importantly, advance your science.

Thermo Fisher Scientific Building - Training Center
5823 Newton Dr
Carlsbad, CA 92008

Commitment to STEM Education

In addition, the **Carlsbad, CA Community Action Council**, was recently recognized for having the most **STEM outreach** events in 2019.

- 75 STEM Events
- 62% of all volunteer time dedicated to STEM Education activities
- 815 STEM volunteers

We believe that it is important that our employees invest in the communities in which they live and work. To that end, colleagues throughout the world can connect directly with their local communities to identify volunteer and philanthropic opportunities through our employee-led Community Action Councils (CACs).



*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

➤ **New Facility in Lenexa, KS to Support COVID Testing**

On August 28, 2020, Thermo Fisher Scientific opened our new \$40M manufacturing facility in Lenexa, Kansas. In addition to supporting the United States' pandemic response, the viral transport media (VTM) products will be used for collection and sampling for the flu viral transport media and other viruses in the future. Thermo Fisher also will continue to expand to meet expected sustained demand for COVID-19 testing.



*Viral Transport Media Tubes
produced in Lenexa, Kansas*

Thermo Fisher Scientific received a federal contract in May 2020 to increase the weekly 1 million VTM production to 8 million VTM per week. At the opening, Bret Johnson, VP of Thermo Fisher Scientific's Global Operations for Specialty Diagnostics stated that more than 300 new employees have been hired to work at our new facility, with plans to fill an additional 300 new roles.

- **Strategic Account Management** - We employ a strong, customer- and industry-focused account management strategy to ensure that all of our customers' needs are met. This focused approach assures that we 1) understand your needs in a manner targeted to the research and manufacturing marketplace; 2) recommend appropriate actions to ensure those needs are met; and 3) benchmark the process to demonstrate the success of our mutual program. Our integration with Thermo Scientific businesses also provides us the ability to uniquely assist our customers in areas outside of traditional distribution.
- **Service and Technical Support** - A full staff of highly trained sales professionals and product and technical specialists stand ready to provide comprehensive support to our customers. Our E-Business Specialists, and Chemical, Life Science, Equipment and Safety specialists offer thorough expertise in their specialized fields; factory-trained instrument service technicians are available to help you with all your equipment repair and maintenance needs. Support is available by telephone and on-line, 24-hours a day.
- **Unity Lab Services** - In addition to traditional procurement, we offer a wide range of services to enable customers to outsource non-core tasks such as inventory management, safety training, and pipet tip recycling. ULS also offers asset management programs to assist with Instrument and Equipment repair, as well as maintenance and warranty tracking.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Thermo Fisher Scientific Inc. has over \$25B in revenue and provides more than 2.5 million products around the world, and from time to time, we are a party to litigation. It is corporate policy not to comment on or disseminate information regarding such litigation other than as may be required in accordance with financial and SEC regulations.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Neither Fisher Scientific Company L.L.C. nor its parent company, Thermo Fisher Scientific Inc., has ever declared bankruptcy.

From time to time, our parent company makes strategic acquisitions of related companies in order to broaden our product offering and/or improve service to our customers. It is against Company policy to discuss any pending acquisition or merger activity. Information on our recent mergers is available on our parent company website, www.corporate.thermofisher.com.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;

Thermo Fisher Scientific Inc. is publicly traded on the NYSE as TMO; thus this requirement is not applicable.

- b. is not owned or operated by anyone who has been convicted of a felony; or

- c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge, there are no debarment or suspension actions against either Fisher Scientific Company L.L.C. or its Parent Company Thermo Fisher Scientific Inc.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

As the channel-to-market for Thermo Fisher Scientific, Fisher Scientific is a clear channel of choice of more than **2,500,000 products and services from over 9,000 suppliers**.

In addition to the products and services discussed in our Company Overview presented in our response to Question 3.1, A, following is a description of our major products and services categories.

Life Science Product Offering

Our life science product offering is unmatched as a national channel of products and suppliers with our Thermo Fisher Scientific brands (e.g., Thermo Scientific Pierce, Thermo Scientific ABgene, Invitrogen, Applied Biosystems, Maybridge, etc.). We provide an exceptional selection of products for every Life Science application, including Cell Culture, Cell Biology, Stem Cell Research, Molecular Biology, Protein Research, and much more.

- **Antibodies / Immunology:** From flow cytometry to cell signaling, we offer immunoassays including cytometric bead arrays. With over 192,000 antibodies in our portfolio and an on-line antibodies search tool, we are a market leader with premier brands in the industry that promote high quality, validated antibodies.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

- **Cell Analysis:** From cell viability and proliferation to regulatory pathway analysis, the Fisher Scientific channel supplies you with a best-in-class portfolio of high-quality reagents, cell based assays, imaging systems and fluorescent microscopy.
- **Cell Culture:** Our company provides the highest quality FBS and supplements as well as a choice of storage and preservation options, from seedling to propagation.
- **Molecular Biology:** From nucleic acid purification products to advanced analytical tools, such as market-leading PCR and qPCR, we can support all of your genomics research.
- **Microbiology:** Our product offering is extensive, and offers a full line of industrial supplies for end-to-end use in food testing, environmental screening, biopharmaceutical production and process validation.
- **Protein Biology:** From sample prep to Western Blotting, we provide high quality protein purification reagents including multiplexing and protein detection instrumentation and reagents.
- **Chromatography:** The Fisher Scientific channel is the source for chromatography products from key suppliers that are the first choice for both every day and technical applications. Some of these include: Alfa Aesar; SPEX CertiPrep; EMD – Millipore; Ricca Chemical; domnick hunter; Fisherbrand®; and many more.
- **Customized Solutions for Life Science Research:** The Fisher Scientific channel also offers a number of custom solutions to fit your application. We can provide custom antibodies, oligos, RNAi reagents, qPCR assays, and Luminex assays to your specifications.



Chemicals

The Fisher Scientific channel offers a comprehensive portfolio of chemicals and reagents, from bench scale, to pilot, to production, as well as a heritage of quality and innovations from names you trust. Part of Thermo Fisher Scientific's extensive range of scientific supply offerings, we provide vital chemistry solutions for core laboratory applications. With a strong global manufacturing and supplier partnership, our world-class brands deliver convenience, quality, and safety.

Our newly expanded collection of chemicals from leading brands makes us the industry's premier chemical supplier. We have the selection of grade you need, from basic ACS to specific purities for analytical applications, all in the most popular packaging sizes.

Our team of knowledgeable sales professionals and chemical experts collaborate with researchers to provide comprehensive scientific consultation, simplifying the day-to-day duties of lab supplies management. This is all designed to help our customers reach their goal of making the world healthier, cleaner and safer. World-class brands and services include the following shown on the graphic.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*



- **Fisher Chemical** – Broad range of analytical reagents in convenient, safe and environmentally friendly packaging.
 - Guarantee to catalog specification written into ISO:9002 accreditation
 - More than 18 solvent grades including high purity chromatography grades for LC/MS, UHPLC-MS, and GC/MS.
 - Batch specific lot analysis data on the label for various grades of products
 - Consistency of manufacturing base, over 100 years of experience in supplying of high-performance analytical chemicals and reagents
 - Broad product range covering a variety of analytical and research requirements.
- **Fisher BioReagents** – Select range of value-added products to support research in cell biology, molecular biology, and protein chemistry through an extensive, global distribution network. The Fisher BioReagents brand delivers peace of mind through quality, dependability, and convenience.
- **Acros Organics** – Leading brand of organics and fine chemicals packaged for bench-scale applications. Offers over 25,000 common and exclusive products. Provides support and solutions to drug discovery and research and development activities. Exceptional expertise in Packaging: AcroSeal™ packaging for air and moisture sensitive applications.
- **Alfa Aesar** – Comprehensive range of inorganic, organic and organometallic compounds; pure metals and elements; precious metal compounds and catalysts; biochemicals; fuel cell products; nanomaterials; rare earths; analytical products; and select laboratory equipment.
- **Maybridge** – Essential building blocks and innovative drug-like screening compounds for drug discovery.
- **Thermo Scientific Biochemicals** – Previously sold under the Affymetrix USB brand, the Thermo Scientific Biochemicals include high-quality buffers, substrates, vitamins, enzymes, amino acids, detergents, proteins, additives, and reagents for a wide variety of molecular biology, biochemistry, and cell culture applications.
- **Honeywell Research Chemicals** – Leading chemical manufacturer with over 200 years of experience in consistently and reliably producing high-quality solvents and analytical reagents. The comprehensive and expanding portfolio of Honeywell solvents and analytical reagents includes the marketing Hydranal™ Karl Fischer reagents and Chromasolv™ solvents as well as the industry-leading Riedel-de Haën™, Burdick & Jackson™ and Fluka™ brands.
- **TCI** – World leading supplier of chemicals with more than 60 years of synthesis experience. With more than 40,000 products, they specialize in organic reagents

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

and products that are hard to find and difficult to synthesize. They also offer custom solutions in both laboratory and bulk quantities.

- **Spectrum Chemical** – Leading global manufacturer and distributor of chemicals for a range of industries. Offering the largest selection of USP chemicals in the world, including laboratory, scale up, and bulk quantities, with specific emphasis on USP, NF, FCC, BP, EP, JP, & ACS Grade Products. Their Bicoastal cGMP facilities are FDA registered and inspected, with additional certification to the ISO9001:2015 standard.
- **Bulk Chemicals and Custom Chemical Solutions** – The Fisher Scientific Channel is proud to offer our customers a variety of semi-bulk and bulk chemical options, specialized testing, labeling and packaging options, as well as high-volume solvent delivery systems. With our vast network of manufacturers, we can provide you with cost-effective solutions to meet your exact needs for bulk chemicals, while eliminating worries about legal, environmental, or operational issues.

Safety Data Sheets (SDS) and Product Certificates

- **SDS** documents provide customers with procedures for handling a product in a safe manner. SDS documents may be downloaded as PDF files from our website, www.fishersci.com. A paper SDS is also sent to customers with the first shipment of a specific chemical.
- The Fisher Scientific channel provides **product certificates** from its suppliers to guarantee that the products you purchase have been manufactured and tested in accordance with the referenced specifications.

Laboratory Equipment & Instrumentation

The Fisher Scientific channel provides customers with a wide range of high-quality equipment for their labs, whether they need large essentials like freezers, ovens or an incubator, smaller tools like microscopes, refractometers, and water baths, or everyday bench items like glassware, spatulas and pH meters.



The categories we offer include:

- | | |
|---|--|
| <ul style="list-style-type: none">• Balances, Scales and Weighing• Thermometers• Timers• pH Meters• Refrigerators• Freezers• Centrifuges and Microcentrifuges | <ul style="list-style-type: none">• Ovens• Fume Hoods and Safety Cabinets• Spectroscopy• Heaters and Heating Mantles• Electrophoresis Equipment• Water Testing and Filtration• Vortexers |
|---|--|

**Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020**

<ul style="list-style-type: none"> • Microscopes • Incubators • Baths • Pumps • Stirrers and Stir Bars • Shakers, Rockers, and Rotators • Hotplates and Hotplate Stirrers 	<ul style="list-style-type: none"> • Sonicators, Homogenizers and Blenders • Autoclaving, Sterilization and Lab Washers • Refractometers • Dessication and Evaporation • Pipettes
--	--

Fisherbrand® Products

Our private label product line, Fisherbrand®, offers customers a wide selection of laboratory supplies and consumables manufactured to meet the most stringent standards of performance, reliability, and durability—all at an economical price.



Within the Fisherbrand® family, you will find **over 22,000 quality products** that meet the common needs of your laboratory. We manufacture over 50% of Fisherbrand products ourselves and partner with quality suppliers worldwide for the rest. We continually update our offering, recently expanding into cell culture, filtration, and our industry leading furniture line.

Fisherbrand® Quality Guarantee

The quality and performance of Fisherbrand® products is promised through our Fisherbrand Guarantee. If you are not satisfied with a Fisherbrand product, you may return it within 30 days of purchase for full refund. Visit fishersci.com/fisherbrandguarantee to view exclusions and learn more. Fisherbrand products are designed to offer the quality, reliability and value that drives your science forward, leading to discovery and innovation.

The Fisher Scientific channel focuses on the value-oriented functionality that drives your science forward and keeps your success within reach. We use our knowledge to source and manufacture products that are right for your research, and we leverage our partnerships with manufacturers to prioritize quality management and create products that fit into every budget.

Safety Product Offering

Protecting What Matters Most

Production

People

Facilities

Environment

Your people and the work they do are your biggest investments. We offer everything you need to prepare, prevent, protect and respond in any setting.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

We offer a total safety solution of products, services, and support to help secure the supply chain and protect against potential safety hazards and their associated costs. Protecting your workers and facility starts with identifying and assessing any potential risks while ensuring compliance with existing standards and regulations. Once you have assessed all potential hazards, we can help you select the right personal protective and facility safety equipment to best protect your employees and facility. Our *safety specialists* have the resources that can improve your safety program and help you protect **production, people, facilities** and the **environment**.

Thermo Fisher Scientific understands that your labs and research facilities have unique production and safety needs. Protecting your workers and facility starts with identifying and assessing any potential risks and ensuring compliance with existing standards and regulations. Once all potential hazards are identified, customers can select the PPE and equipment that will best protect your employees and facility. Our team of trained safety specialists strategically located across North America can provide you with the safety solutions and support you need to meet all your safety requirements

Premium Products

The *Laboratory Hazards Safety Guide* highlights many of the products that laboratories need on a regular basis. These products are a small representation of our broad offering of safety and emergency equipment — a portfolio **of over 75,000 items**.

Unity Lab Services Brand – Complete Portfolio of Services and Support Solutions

The Unity Lab Services brand provides a single source for integrated lab service, support and supply management. Our customized service offerings and world-class service experts have the flexibility and experience to uniquely address your laboratory's business needs.

unitylab services

We provide a complete portfolio of services and support solutions designed to help you improve productivity, reduce total cost of ownership and ensure performance throughout your laboratory - from instrument and equipment acquisition to disposition. *Services described may involve a negotiated fee.*

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Instrument Services for the Laboratory	
Support Plans	Affordable Support Plans to improve productivity, increase equipment uptime and utilization, maintain peak performance and lower the total cost of ownership.
Depot Repair	Our Depot Repair options help you effectively manage repair costs. For instruments that can be shipped to our Depot Repair Center, our factory-trained, expert service team will make it a priority to clean, repair, and test your instrument to ensure optimal performance levels. After your instrument meets specifications, we will return it and provide a Certificate of Calibration to document the service, when applicable.
Instrument Compliance Services	Assisting laboratories to assess, develop and implement regulatory validation solutions for all instruments and equipment, regardless of manufacturer. In addition to working with GxP facilities, we also provide compliance and validation services to facilities regulated by other national (e.g. EPA) or international regulations (e.g., EMA, ICH).

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

The Fisher Scientific channel has distribution centers located strategically throughout the United States and Puerto Rico and can provide service to all regions served by OMNIA Partners under the scope of this agreement. Exceptions to the standard delivery carrier fees (e.g., capital equipment requested to be delivered to the lab or white glove, 55-gallon drums, live materials, emergency orders and all orders shipped outside of the continental United States (Alaska, Hawaii, and Puerto Rico included), air freight, and rush deliveries, and items with a sell price of over \$100,000 will be shipped F.O.B. Shipping Point, freight prepaid and added.

The Fisher Scientific channel uses a variety of **delivery carriers and scenarios**, which are deployed according to customer requirements. We deliver our products through third-party carriers and our dedicated fleet of delivery vehicles. Third-party carriers include United Parcel Service (UPS), Federal Express, and other carriers, including national and regional trucking firms, overnight carrier services and the U.S. Postal Service. In the US and Puerto Rico, our **warehouse system** of 11 full-service distribution centers are state of the art, and feature a highly responsive system with efficiencies in order processing and materials handling. Our real-time order entry and inventory databases work hand-in-hand to give customers an accurate picture of product availability. End-users know instantly that product is in stock and ready to ship because stock is allocated as soon as you place an order. Bar coded pick-ship labels speed items through our warehouse to your destination points.

Next-Day Delivery for In-Stock Items

For high-volume items in stock at the local Thermo Fisher Scientific warehouse at the time of order entry, we can typically deliver orders to customers within 1-2 days. Exceptions may include certain DOT-regulated hazardous chemicals and products shipped directly from the manufacturer that may require additional shipping time. Our ordering website, fishersci.com, now offers increased visibility to the status of your deliveries. We have recently implemented **Global Track & Trace**, providing customers with even more reliable information about your shipment, including up-to-date order status of direct ship items.

All our major distribution centers are certified **ISO 9001:2015** Certificate US09 / 5447.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

To ensure pricing accuracy, each Participating Agency must register with Fisher Scientific, and mutually execute a Letter of Intent and a Non-Disclosure Agreement. The customer's newly established account numbers or existing account number will access the master account number, by Tier and Commitment, based on the Letter of Intent (LOI) mutually executed within 7-10 days of completion of the documents. The customer location, department, etc. assigned a distinct 9-digit account number which is matched in Thermo Fisher Scientific's system to an individual ship-to address, will be created and or moved to the OMNA Pricing Agreement. Additionally, this location is also assigned a Thermo Fisher Scientific customer dedicated warehouse closest to the ship-to address to maintain consistent service levels. When an order is placed by a requisitioner using this account number, the order is shipped to the appropriate address as provided by the customer.

The 9-digit number identifies the specific transaction and is referenced throughout its life cycle on all documents including packing slips and invoices. Invoice numbers applied to the transaction remain with the transaction throughout the cycle.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- Some items not stocked in Thermo Fisher Scientific warehouses may be shipped directly from the manufacturer. We also employ contract carriers (such as UPS, Fedex, and regional trucking firms) for deliveries to some routes.

**Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020**

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As stated above in our response to Question A. of this section, the Fisher Scientific distribution network includes 11 state-of-the-art distribution centers located strategically throughout the United States and Puerto Rico. Details on the individual distribution centers are presented in the graphic below.



3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as ~~supplier's primary~~ a go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as ~~the~~ public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

The Fisher Scientific channel's commercial team is uniquely positioned in the scientific space to provide a customized and evolutionary partnership for our contract customers. Thermo Fisher Scientific's industry-specific accounts program was established over ten years ago for fostering relationships critical to the design and implementation of contracts which can deliver additional value by market type.

Together, the commercial team, composed of the field sales team, technical specialist team, telephone sales team, and industry-specific account sales directors locally support our contract customers in a collaborative exchange with Members and end users, internal support services, and manufacturers. The leadership teams of the field sales team, telephone sales team and industry directors mutually develop strategies with our customers that are beneficial to growing a dynamic membership experience with OMNIA Partners throughout the term of our contract.

Channel Communication Plan (Internal)

The Fisher Scientific channel's internal communication plan is multi-faceted to support the diverse needs of the OMNIA Partners membership, the phases of the contract throughout the term, and the execution of mutually-developed goals and strategies with OMNIA Partners and its Participating Agencies.

The commercial leadership team fosters an environment rich with on-going training and developmental opportunities for our commercial team to further demonstrate value to our customers and suppliers. Today, the Fisher Scientific channel provides consistent messaging and training opportunities through the use of print media, on-line training forums, on-site seminars, and on-site Account Management Team (AMT) meetings. The training includes executive leadership endorsement on webcasts, webinars, on-line resource pages on our internal communications, printed resource materials, and the internal social media platform, Yammer, to reach across the geography of the membership in a mobile-friendly, just-in-time information exchange environment.

Phase 1—Contract Implementation (30 Days)

- Internal awareness campaign online and on-site training
- On-site introductions to OMNIA Partners and the membership stakeholders
- On-line and on-site training contract Features and Benefits
- Resources and tools
- Goals and timelines for program launch

Phase 2—Contract Awareness and Recruitment (60 Days)

- Contract features and benefits tools
- Training for utilization of contract for use with RFP / RFB / RFIs
- Supplier introduction(s) supporting direct manufacturer agreement(s)
- OMNIA Partners and the Fisher Scientific channel's shared business planning and business calls

Phase 3—Contract Execution (90 Days)

- On-boarding process for member
- Timeline of executable milestones
- External communication plan
- External Meet and Greet activities

Phase 4—Demonstrate Additional Value (90 Days+)

- Execution of OMNIA Partners mutually-developed strategies and goals
- Mutual Development of Member-specific goals
- Execution of mutually-developed Member-specific goals

Phase 5—Continued Recruitment (90 Days+)

- Re-launch Value Messaging
- Identification of target account(s) new Participating Agencies with expiring and / or renewed partnership interests
- Training for utilization of contract for use with Participating Agencies RFP / RFB / RFIs

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement ~~to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as~~ to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications where mutually agreed to in writing.
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition,

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, ~~as directed by OMNIA Partners.~~

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

The Fisher Scientific channel marketing team is segmented by industry to customize programs and solutions based on the customer's interests and market dynamics. Our internal Marketing Team works with our Sales Representatives, Managers, Directors and departmental business leads to provide the best information and customer programs based on the features and benefits of our partnership. Our experience with other customers, both members and consortia, has developed a suite of best practices to promote a contract through multiple touch points to resonate with different users in the scientific community. The marketing team for our Fisher Scientific Education (K-12) has partnered with our Fisher Scientific Academic and Medical Research and Government teams to prepare a 30, 60, 90-day marketing plan following mutually execution of the award.

Marketing Plan

OMNIA Marketing Proposal Rollout

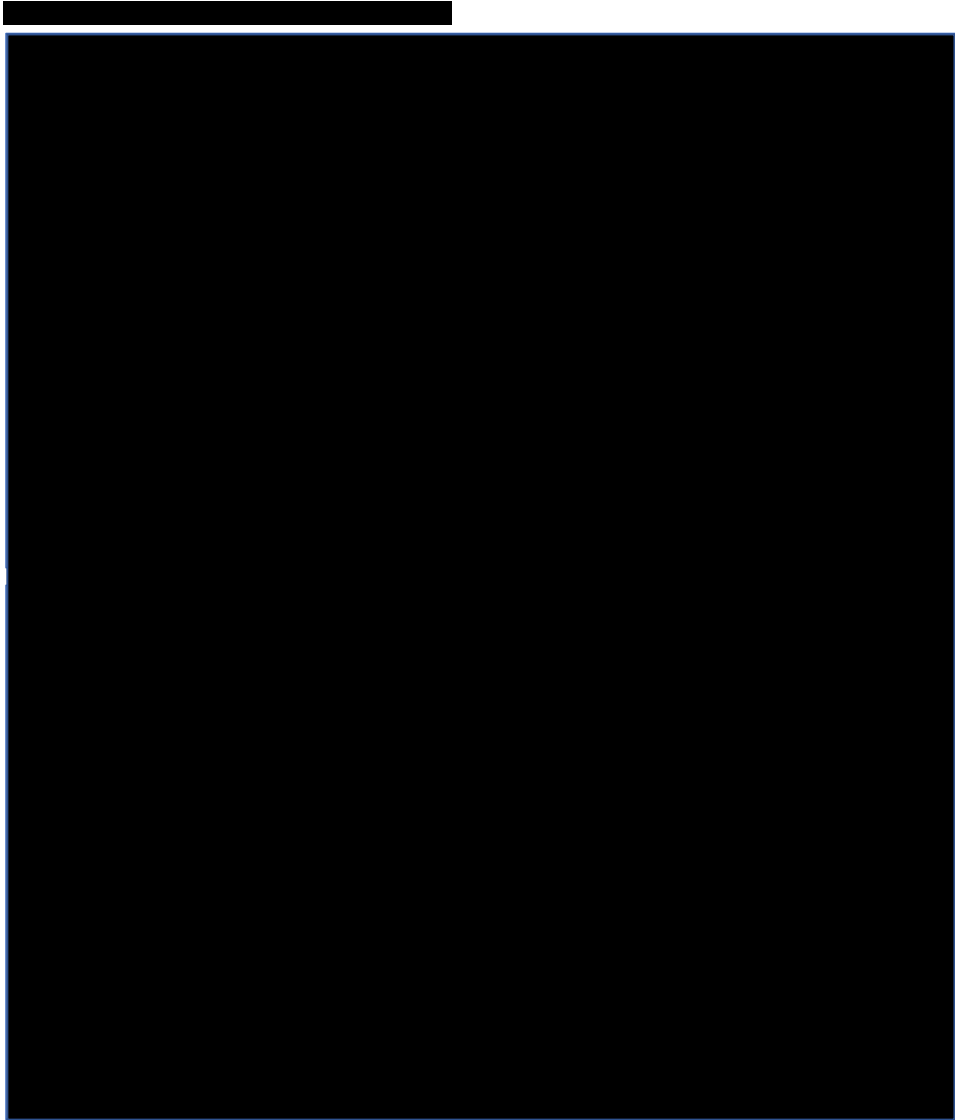
Rollout from Date of Award

30 Days	60 Days	90 Days	90+ Days
<ul style="list-style-type: none">Contract highlights flyerContacts datasheetInfo resources & FAQ dataFishersci.com datasheetData science playsPaid adsIntroductory email	<ul style="list-style-type: none">Quarterly adsEmail campaignContract launch brochureSales giveawaysCo-Op buying datasheet	<ul style="list-style-type: none">Mini-site updateCustom homepageMember kick-off events	<ul style="list-style-type: none">NAEP sponsorshipOMNIA conference sponsorship

2 | Proprietary & Confidential | gary.giluzzi@thermofisher.com | 16-October-2020

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Our experience in the Academic and Government market has demonstrated strength and successful partnerships when a regular cadence of co-branded marketing is deployed within an account. Our team has prepared an annual marketing plan, by segment, to ensure we are reaching every customer with a variety of tools including; print ads, digital media, social media, seminars, supplier shows and symposiums both virtual and in-person when we are able to return to hosting large gatherings.



**Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020**

Finally, our marketing teams work with our design studio to customize marketing solutions. The team has prepared the following pieces in advance of our partnership to provide a vision for our future collaboration. Our design studio capabilities include digital support for email, LinkedIn, web enablement, and virtual live or pre-recorded presentation in addition to traditional print media. We have included examples of our mini-website and co-branded contract launch material.

OMNIA Marketing Examples

ThermoFisher SCIENTIFIC

fisher science education
Part of Thermo Fisher Scientific

Shop Products Search All Search by keyword, Catalog Number, CAS Number

Save Up to 50% as an OMNIA Partners Member

Overview Contract Details FAQs

Member Contract Benefits

- List price discounts up to 50%
- Free shipping*
- Reduced hazardous material fee of \$10
- Excise taxes rebates equal to 1% of total sales
- Exclusive promotions
- No minimum threshold or usage fees
- Additional discounts for frequently purchased items

Take advantage of the following pricing now available for all OMNIA Partners, Public Sector accounts:

OMNIA PARTNERS

Quick Links: Register Now, Contact Us, Find a Sales Representative

Custom Homepage

7 Proprietary & Confidential | gary.galluzzi@thermofisher.com | 16-October-2020

OMNIA Marketing Examples

ThermoFisher SCIENTIFIC

Contract Launch Flyer - Sample

FISHER SCIENTIFIC CONTRACT HIGHLIGHTS

NEW AGREEMENT BENEFITS:

- One-stop shipping
- Reduced hazardous material fee
- Excise taxes rebates
- Exclusive promotions
- No minimum threshold or usage fees
- Additional discounts for frequently purchased items

YOUR FISHER SCIENTIFIC CONTACTS:

James Parsons, Sales Director
204 911-1871 | james.parsons@thermofisher.com
Amy Lee, Marketing, Sales Director
204 911-1871 | amy.lee@thermofisher.com

Meet the Team Datasheet - Sample

Meet Your Fisher Scientific Team

We're excited to learn about your work and to connect you with useful products and resources. Call on us when you have questions or when you need help finding specific items or information.


Meet the Team: James Parsons, Amy Lee, Daniel Roberts


Visit fishersci.com to contact your Fisher Scientific sales representative to learn more about our products and services.

5 Proprietary & Confidential | gary.galluzzi@thermofisher.com | 16-October-2020

**Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020**

OMNIA Marketing Examples





Unmatched Benefits and Value
Purchase through the Fisher Science Education marketplace to access special pricing offered to OMNIA Partners members.


School or district name:
Contract valid through June 30, 2020.


The Fisher Science Education team invites you to take advantage of the following pricing through OMNIA Partners, Public Center:

- Product-Hold and Fisher Science Education Chemicals – 30% Off
- General Supplies, Lab Equipment/Furniture, and Specimens – 30% Off
- Non-Hold Products – 10% Off

Additional Large-Order Discounts

Year	Order Value	Special Pricing
Year 4	\$100,000 to \$100,000	Up to 10% Off List Price
Year 3	\$50,000 to \$50,000	Up to 4% Off List Price
Year 2	\$25,000 to \$49,999	Up to 4% Off List Price
Year 1	\$0 to \$24,999	Up to 3% Off List Price







Additional Member Incentives

- Free shipping
- Reduced hazardous material fee of \$10
- Commercial rebates equal to 1% of total sales
- No minimum threshold or usage fees
- Additional discounts for frequently purchased items


Your Fisher Science Education Representative

Name: _____
Phone: _____
Email: _____

Fisher Science Education Contract Number: **CS-JL-12**
Made available through OMNIA Partners, Public Center.

Visit omnipartners.com or contact your representative to become a member.
To learn more, visit fisherscience.com/OMNIAPartners or contact your program manager.



Informational Benefits Datasheet (front and back)

6 Proprietary & Confidential | gary.galluzzi@thermofisher.com | 16-October-2020

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. ~~Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~ Supplier will only transition Public Agency customers to the Master Agreement available nationally through OMNIA Partners that directly reach out to supplier and indicate the desire to use the Master Agreement. In addition, Supplier will only transition such Public Agency customers who have executed a Letter of Intent (LOI) with supplier and a Non-Disclosure Agreement (NDA).
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
Thermo Fisher Scientific acknowledges.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. ~~Best~~ Market Competitive government pricing
- iii. No cost to participate
- iv. Non-exclusive

Thermo Fisher Scientific acknowledges.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Thermo Fisher Scientific acknowledges.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
[Redacted]
- ii. Marketing – [Redacted]
- iii. Sales
[Redacted]
- iv. Sales Support
[Redacted]
- v. Financial Reporting – [Redacted]
- vi. Accounts Payable – Vary by institution

vii. **Contracts**

[REDACTED]

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Academic Industry Director [REDACTED], will serve as the dedicated contact for the OMNIA Partners / Thermo Fisher Scientific relationship, overseeing account-related activities and coordinating communication to ensure we meet our mutual objectives and timelines. [REDACTED]’s role will be a unique role, created specifically for OMNIA Partners, to augment our industry-specific account management program.

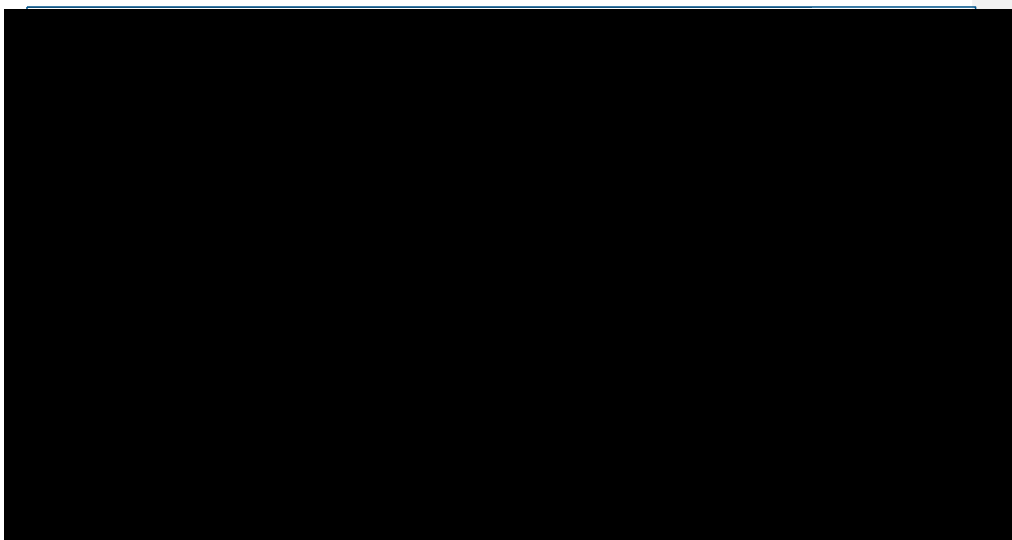
This approach ensures consistency and accountability within our organization, across the supplier community and OMNIA Partners. [REDACTED] is the Director of Accounts for OMNIA Partners and is the corporate contact regarding pricing, services, reporting, and account management. [REDACTED] will assist in coordinating higher-level account management activities. [REDACTED] is supported by [REDACTED] **Vice President Academic and Medical Research**. [REDACTED] is the Executive sponsor of the OMNIA Partners Contract and relationship.

Dedicated OMNIA Partners Industry Director

Responsible for overall relationship (including senior level relationship coordination) and overall account management nationally at OMNIA Partners and its Participating Agencies.

- Responsible for all account development activities, including account strategy development, execution and management.
- Effectively communicate with field sales teams to ensure tactical execution of account plan.
- Develop and maintain relationships at senior levels in customers Thermo Fisher Scientific, the Fisher Scientific channel, and the manufacturers.
- Coordinate with Sales, Segment-Marketing, and Finance to support account initiatives, reporting, and contribute to the business planning process.
- Support account activity with robust business plans; ensure continued alignment with overall mutually developed strategy with the customer

In addition, the Thermo Fisher Scientific commercial team is responsible for the day-to-day account activities and for the implementation and successful execution of Member-specific goals. We have provided below a high-level organizational structure of the commercial team who will be serving OMNIA Partners for this contract.



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The Fisher Scientific channel's commercial team will be coordinated by the Director of Accounts ██████████ ██████████ for OMNIA Partners. The Director will work regionally across the United States to foster collaboration with the OMNIA Partners Team and the Academic Industry Directors, where applicable, Regional Vice Presidents, Sales Managers and Sales Representatives across our field and inside sales teams to 1) identify opportunity, 2) connect with OMNIA Partners regional contact 3) implement new contracts, 4) service the customer to exceed expectation and retain customers over the course of their contract terms.

Sales Representation and their management are assigned to the accounts based upon geographical location, meaning the representative is assigned to the accounts based upon the areas in which they live. OMNIA Partners benefit from this account management structure because local, in-state representatives and a manager are central points of contact.

Together, the Fisher Scientific channel commercial team and the OMNIA Partners Team will collaboratively sell the OMNIA Laboratory solution regionally using the customized value solutions below. The value includes pricing and incentives, tailored to each market and procurement needs, in order to manage institutional spend.

Commercial Coverage Model

- **Commercial Sales – Inside Sales**
Customers with sales opportunities and / or annual revenue less \$1M annually are K-12, two-year colleges, and / or four-year teaching colleges, municipalities, cities or towns. These customers are serviced regionally by one (1) Inside Sales Representative, one (1) Life Science Specialist, one (1) Chemical Specialist, and one (1) Safety Specialist.

- **Commercial Sales – Field Sales**
Customers with sales opportunities and / or annual revenue that are less than \$5M annually are mid-size four-year research colleges or mid-size medical research centers, and state and local government. These customers are serviced regionally by one (1) dedicated Field Sales Representative, one (1) Life Science Specialist, one (1) Chemical Specialist, one (1) Safety Specialist, coupled with telephone sales support, where necessary, or in geographically remote areas.
- **Commercial Sales – Program Accounts**
Customers with sales opportunities and / or annual revenue that are greater than \$5M annually are large four-year research colleges and / or medical research centers. These customers are serviced regionally, on average, with (1) Sales Director, two (2) dedicated Field Sales Representative, one (1) Life Science Specialist, one (1) Chemical Specialist, one (1) Safety Specialist, coupled with telephone sales support, where necessary, or in geographically remote areas often serving "satellite" campuses.

Commercial Training for OMNIA Partners Member(s)

As part of our commitment to supporting OMNIA Partners, Participating Agencies, Thermo Fisher Scientific will incorporate specific OMNIA Partners contract training into our Thermo Fisher University training requirements.

Elements of training will include, but not be limited to:

- Account eligibility requirements
- New account set up
- Shipping terms
- Pricing review
- Returns process
- Terms and conditions
- Issue resolution

Additionally, Thermo Fisher Scientific will require relevant sales and customer services personnel to attend OMNIA Partners-specific webcast training and / or participate in E-Learning modules where attendance will be monitored for compliance.

Customized Pricing and Incentives to Attract and Retain Customers

Pricing



[Redacted]

Customer Size

[Redacted]

[Redacted]

[Redacted]

Customized Pricing

[Redacted]

Incentives

[Redacted text block]

[Large redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The Fisher Scientific Channel's Director [REDACTED], will lead the management of the OMNIA Partners Laboratory Supply Contract. The Director will work with regional contact for Fisher Scientific and OMNIA Partners to register or on-board the customer, execute the Letter of Intent (LOI) and Non-Disclosure Agreement (NDA), establish the customer market basket and align goals based on the annual spend of the customer and the commitment.

The Director will collaborate with OMNIA Partners to develop an annual strategic plan to identify marketing programs, growth opportunities, targeted initiatives, and seminar/symposium scheduling based on our current customer and targeted customer acquisition goals. The annual OMNIA Partners strategic plan will be complemented with institutional or Participating Agency needs assessments to ensure our content and direction are customer centric. The Director and OMNIA Partners will meet quarterly to track the progress of the annual OMNIA Strategic Plan and adjust the plan to market conditions and emerging customer's needs.

Weekly / monthly meetings will be established to ensure a seamless contract implementation, prompt issue resolution, and course adjustments to the annual strategic plan.

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Finally, the Director will communicate monthly to the Fisher Scientific commercial team to highlight initiatives, programs, and regional events to ensure communication of the OMNIA annual strategic plan is carried to the customers door-steps.

~~K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.~~

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

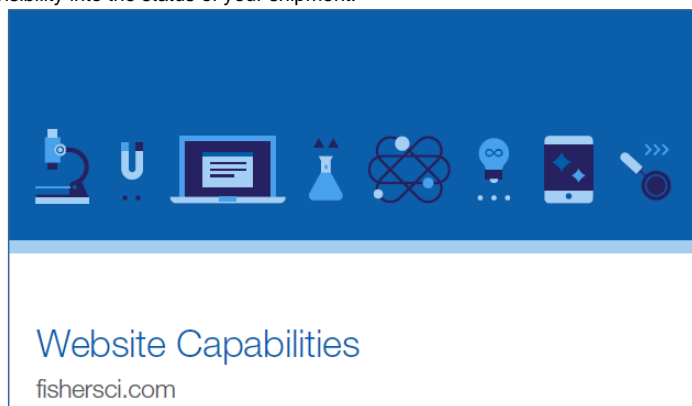
For today's scientists, e-commerce has become almost as essential a tool as the research products used in their experiments. That is why Thermo Fisher Scientific is committed to ensuring that our e-commerce platform is state of the art, providing our customers with the most intuitive, robust, and secure experience in the marketplace.

Always on the forefront of innovation, Thermo Fisher Scientific is constantly expanding and upgrading its e-business capabilities to stay ahead of the curve. We began in the 1960s to exchange electronic transaction with our customers, were the first company in our industry to develop a procurement website in the 1990s, and now in the 21st century we are moving toward providing a fully connected digital lab experience using advanced cloud technology.

Website Enhancements

The Fisher Scientific channel's premier website, **fishersci.com**, is continually being enhanced to make your ordering process faster and more efficient. We've created a Customer Account Dashboard to provide you with a convenient summary of your internet activity. We've enriched product content and graphics as well as search capabilities to help you select the right items.

It is easier to place repeat orders through My Lists and reorder past items through the Order Details page. We have upgraded our order tracking capabilities through the Order Status Tab and our new Global Track and Trace, which provides improved visibility into the status of your shipment.



*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

Following are the enhancements made throughout 2020:

- For **mobile ordering, checkout enhancements** have been made that allow the same ease as non-mobile users when submitting orders on your phone or tablet.
- The enhanced **Order by Catalog Number feature** allows users to copy a list of part numbers from a CSV file or Excel spreadsheet and paste them directly into a form on the page. This new feature, in addition to the enhanced bulk upload capability and existing line-by-line entry, allows users to **enter multiple part numbers** efficiently, thus increasing productivity.
- If searching within a category returns **no results**, a **notification will be displayed** and **similar search items** within that category will be displayed.
- When ordering, a **cart overlay feature** shows **recommendations for accessories**. This includes accessories that are Required, Optional, and Warranty and Service type. Up to three (3) accessories will display at the time of Add to Cart that are associated with the product.
- An **alert message** will appear on a product's description page for **updates on the status** of that item, such as for extraordinary demand patterns that may experience longer lead times.
- **Product Ratings**, currently available for our Fisherbrand products, help users differentiate which products are recommended by your peers, helping users make more informed and efficient buying decisions. This valuable feedback on the perceived quality and value of the product help us to improve Fisherbrand products for your users your colleagues.
- **Enhanced shipping notifications** display shipped items, as well as items pending shipment in the body of the email rather than in an attachment, making it easier to quickly identify
- The **new Help & Support Center** is a go-to resource for frequently used tools, how-to videos and articles, and FAQs. The page can be accessed through links in the header and footer of every page on www.fishersci.com.

Customer Account Dashboard

To help customers, see a comprehensive summary of their activity on fishersci.com at a glance, we introduced the Customer Account Dashboard, a personalized and centralized roll-up of a user's purchasing activities, preferences and tools within fishersci.com.

Customers can access the Account Dashboard from their 'Your Account' menu. The new dashboard brings together several, readily available tasks our customers often request as the most helpful features available on fishersci.com.

- Displays tasks, tools, and transactional details
- Current order and invoice status
- Listing of favorite personal and shared shopping lists
- View recent business account price quotes

Request for Proposal Response to Laboratory Equipment and Supplies Request for Proposal #002101 – July 2020

The screenshot displays the Fisher Scientific Account Dashboard. At the top, there is a navigation bar with the Fisher Scientific logo, a search bar, and links for Shop Products, Services & Solutions, Promotions, Support, My Account, Order Status, Quick Order, and Cart. The main content area is divided into two primary sections: Order Management and Account Management.

Order Management

Order Status

Find an overview of your recent orders, or click here for more detailed information.

Filter By: All Orders My Wish Orders

26 Open Orders	14 Shipped	3 Open Invoices
17 Completed Orders	8 On Hold	2 Paid Invoices

My Lists

View your custom lists of frequently purchased products.

[Manage Lists](#)

- Monthly Lab Restock
- Shared Testing Products
- Lab Team 8
- Cell Analysis Testing
- Custom Antibodies

Account Management

Quotes

Find and review your most recent price quotes below. You can email or print this list to create purchase orders.

Quote Number	Reference Number	Date Created	Valid Through
Q7249-3201-46	Quote Reference 1058	08/11/17	10/11/17
Q7227-6200-22	Quote Reference 9818	08/11/17	10/11/17
Q7233-4364-92	Quote Reference 4543	08/16/17	10/16/17
Q7250-3201-53	Quote Reference 7873	08/15/17	10/15/17
Q7229-4301-49	Quote Reference 3162	08/13/17	10/13/17
Q7227-6200-22	Quote Reference 1719	08/10/17	10/10/17

Sabita Mallu
Thermo Fisher Scientific
Bench Scientist

[View My Profile](#)

[Manage Notifications](#)

Improved Delivery Notifications

Customers can receive notifications when their order is delivered, for most Fisher Scientific fulfilled parcels and a growing number of our direct suppliers. Users can easily request these by simply going to Order Status and clicking View Details for the order they would like to track. Click Manage Notifications, check the Delivery Notifications box, and select Confirm.

Other Enhancements

- Flexibility to **checkout on tablet and smartphones** while benefiting from the same user-friendly experience as desktop.
- Three weeks after product shipment, an email is sent to the purchaser as a reminder that they purchased a product that is eligible for rating

**Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020**

- **Search by Order Number**—Use your order number to find and track your order and delivery.
- **Reorder an Item or View Past Invoices**—View your order history by orders, items, or invoices.
- **See Only Your Order Information**—Use filters to quickly narrow down your search results.
- **Search Previous Orders**—Review what your organization has ordered in past years.
- **View and Track Your Order**—See all your order information on one page.
- **Print** your packing slips and invoices.
- **Need more details?** Follow the link back to the product page for product specific documentation.

Our most recent website enhancements have made the site easier to navigate, browse, and search. We offer **more choices** and **options** than ever before, including lower-cost alternatives and our private label product line, Fisherbrand®, both of which are prominently displayed on our website. It is easier than ever to view quotes, track orders and shipments, and identify savings opportunities.

Additional Features

<p>Global Track and Trace Thermo Fisher has made significant enhancements to our information systems capability and our website to enable Global Track and Trace, which offers:</p> <ul style="list-style-type: none"> • Improved reliability • Package tracking UI update • Increase supported carriers to over 200 globally 	<p>Order Status Tabs</p> <ul style="list-style-type: none"> • Order status results are sorted into three (3) tabs for convenience: <ul style="list-style-type: none"> ○ Orders – view results by order ○ Items – view results by items contained in orders ○ Invoices – view results by invoice date • Enter any search terms and instantly search for matching orders from over 30 data fields • Customize the date range, or refine search results to view orders in increments of 30 days, six (6) months, 12 months or previous years
<p>Direct Ship Optimization (DSO)</p> <ul style="list-style-type: none"> • Up-to-date order statuses for direct ship items 	<p>Account View Options</p> <ul style="list-style-type: none"> • View all order data for your associated account(s) or filter to view only the orders associated with your profile
<p>Filter Results</p> <ul style="list-style-type: none"> • Filter search results by status, P.O. number, and the credit card used for purchase 	<p>View and Download Invoices</p> <ul style="list-style-type: none"> • View invoices associated with all orders and instantly download a copy
<p>Order History Reports</p> <ul style="list-style-type: none"> • Instantly download order history reports for recently purchased items 	<p>Reorder Online</p> <ul style="list-style-type: none"> • Immediately reorder past orders from the order details page
<p>Return Items</p> <ul style="list-style-type: none"> • Immediately begin the return process from the order details page 	<p>Notification Settings</p> <ul style="list-style-type: none"> • Manage e-mail notifications to receive status updates when an order has been placed or shipped, and stay informed on backorder status

*Request for Proposal Response to Laboratory Equipment and Supplies
Request for Proposal #002101 – July 2020*

~~M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”):~~

~~\$ _____ .00 in year one~~

~~\$ _____ .00 in year two~~

~~\$ _____ .00 in year three~~

~~To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~

~~N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.~~

~~O. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners):~~

~~P. If competitive conditions require pricing lower than the standard Master Agreement not to exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.~~

~~Q. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~

~~R. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~

~~Detail Supplier’s strategies under these options when responding to a solicitation;~~

Formatted: Font color: Red, Strikethrough

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a

breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JR Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JR Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JR Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **Fisher Scientific Company L.L.C.**

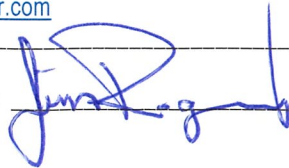
Address, City, State, and Zip Code: **300 Industry Drive, Pittsburgh, PA 15275**

Phone Number: **724-517-2913** Fax Number: **724-517-1546**

Printed Name and Title of Authorized Representative: **Jim Rogers - Director, Government Contracts**

Email Address: jim.rogers@thermofisher.com

Signature of Authorized Representative:



Date: **October 21, 2020**

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

~~For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.~~

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevaling wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

~~The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.~~

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief

or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure

Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Fisher Scientific Company L.L.C., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jim Rogers – Director, Government Contracts

Name and Title of Contractor's Authorized Official

October 21, 2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013). Any resultant audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement and any overcharges shall be offset against applicable undercharges. Audits shall not be required more than once per calendar year. All audits are subject to Supplier’s reasonable approval, which shall not be unreasonably withheld.

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: **Fisher Scientific Company L.L.C.**

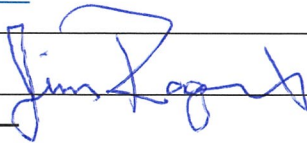
Address, City, State, and Zip Code: **300 Industry Drive, Pittsburgh, PA 15275**

Phone Number: **724-517-2913** Fax Number: **724-517-1546**

Printed Name and Title of Authorized **Jim Rogers - Director, Government Contracts**
Representative: _____

Email Address: **Jim.rogers@thermofisher.com**

Signature of Authorized Representative: _____
2020



Date: **October 21,**

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Fisher Scientific Company L.L.C.

Street: 300 Industry Drive

City, State, Zip Code: Pittsburgh, PA 15275

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

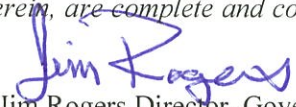
I Jim Rogers, Director, Government Contracts, an authorized representative of Fisher Scientific Company L.L.C., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Thermo Fisher Scientific Inc.</u>	<u>168 Third Avenue Waltham, MA 02451</u>	<u>Fisher Scientific Company L.L.C. is a wholly-owned, indirect subsidiary of Thermo Fisher Scientific Inc.</u>

further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

September 1, 2020
Date


Jim Rogers Director, Government Contracts
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Fisher Scientific Company L.L.C.

Street: 300 Industry Drive

City, State, Zip Code: Pittsburgh, PA 15275

State of Pennsylvania

County of Allegheny

I, Jim Rogers of the Pittsburgh
Name City

in the County of Allegheny, State of Pennsylvania
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director, Government Contracts of the firm of Fisher Scientific Company L.L.C.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Fisher Scientific Company L.L.C.
Company Name

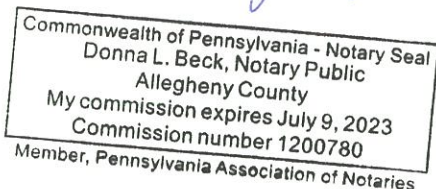
Jim Rogers Director, Government Contracts
Authorized Signature & Title

Subscribed and sworn before me

this 1st day of September, 2020

Donna L. Beck

Notary Public of Pennsylvania
My commission expires July 9, 2023



SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Fisher Scientific Company L.L.C.
Street: 300 Industry Drive
City, State, Zip Code: Pittsburgh, PA 15275

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

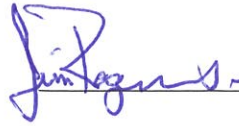
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

1st September, 2020 _____
Date

 _____ Director, Government Contracts
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

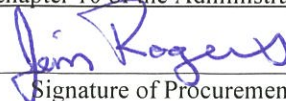
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

____ Jim Rogers



Signature of Procurement Agent

Director, Government Contracts

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee^{*}
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

^{*} N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: **None**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County: **None**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

None

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

ATTACHMENT A

Fisher Scientific Company L.L.C. is a Delaware limited liability Company with a principal place of business at 300 Industry Drive, Pittsburgh PA 15275. Fisher Scientific Company L.L.C. is a wholly-owned subsidiary of Fisher Scientific International L.L.C.

Fisher Scientific International L.L.C. is a Delaware limited liability Company with a principal place of business at 168 Third Avenue, Waltham MA 02451. Fisher Scientific International L.L.C is a wholly-owned subsidiary of Thermo Fisher Scientific Inc. Thermo Fisher Scientific Inc. is a Delaware Corporation with a principal place of business at 168 Third Avenue, Waltham MA 02451.

Thermo Fisher Scientific Inc., is publicly traded on the New York Stock exchange under the symbol "TMO"

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Fisher Scientific Company L.L.C.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. **NOTE: See Attachment A.**

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 15th day of
September _____, 2020 ____.

(Notary Public) Donna L. Beck

My Commission expires: July 9, 2023

Jim Rogers
 (Affiant)

Jim Rogers, Director, Government Contracts
 (Print name & title of affiant)

(Corporate Seal)

Commonwealth of Pennsylvania - Notary Seal
 Donna L. Beck, Notary Public
 Allegheny County
 My commission expires July 9, 2023
 Commission number 1200780
 Member, Pennsylvania Association of Notaries

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: OMNIA/UniversityofCA RFP Bidder/Offeror: Fisher Scientific Company L.L.C.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Karen Morton

Signature: *Karen Morton*

Title: Government Contracts Specialist

Date: August 27, 2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

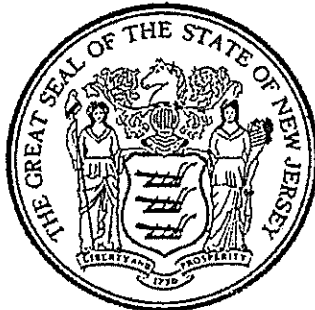
**FISHER SCIENTIFIC COMPANY L.L.C.
0600046618**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign Limited Liability Company was registered by this office on January 14, 1998.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**CAPITOL CORPORATE SERVICES INC
14 SCENIC DRIVE
DAYTON, NJ 08810**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
8th day of May, 2018 .*

Elizabeth Maher Muoio

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6088103276

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FISHER SCIENTIFIC COMPANY L.L.C.

Trade Name:

Address: 300 INDUSTRY DRIVE
PITTSBURGH, PA 15275

Certificate Number: 0091099

Effective Date: December 03, 1998

Date of Issuance: November 21, 2018

For Office Use Only:

20181121075026420