Resolution

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

Laboratory Equipment and Supplies
NASPO ValuePoint Master Agreement MA 16000234-2
State of Nebraska Contract No. 14488 OC

VWR Funding Inc.
DBA VWR International, LLC
100 Matsonford Rd., Suite 200, Bldg 1
Randor, PA 19087-4560
700-335-7925

CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between **VWR Funding Inc., dba VWR International, LLC, 100 Matsonford Rd., Suite 200, Bldg 1, Randor, PA 19087-4560,** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City to join with other units of government for cooperative purchasing; and

WHEREAS, the City through local inter-governmental cooperative purchasing has chosen to participate in the contract between the State of Idaho and VWR International, LLC, NASPO ValuePoint Master Agreement MA16000234-2, effective April 1, 2016, for Laboratory Equipment and Supplies, and the participating addendum between VWR International, LLC. and the State of Nebraska, Contract No. 14488 OC, effective May 1, 2016, which was prepared in accordance with the State of Idaho's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to supply and deliver Laboratory Equipment and Supplies for the City of Lincoln Public Works and Utilities - Water Department, in compliance with the prices as established via the NASPO ValuePoint Master Agreement MA16000234-2, effective April 1, 2016; and

WHEREAS, the Contractor, in response to the City's request to participate in said agreement, has submitted to the City, an offer approving City's participation under the same pricing structure, terms and conditions as the NASPO ValuePoint Master Agreement MA16000234-2, effective April 1, 2016, for Laboratory Equipment and Supplies, and the participating addendum between VWR International, LLC. and the State of Nebraska, Contract No. 14488 OC, effective May 1, 2016, with only those exceptions stated herein; and

WHEREAS, the State of Idaho, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the NASPO ValuePoint Master Agreement MA16000234-2, effective April 1, 2016, for Laboratory Equipment and Supplies, and the participating addendum between VWR International, LLC. and the State of Nebraska, Contract No. 14488 OC, effective May 1, 2016, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to supply and deliver Laboratory Equipment and Supplies for the City.

2. TERM OF THE AGREEMENT: The contract shall be effective upon execution through March 31, 2019.

3. PRICING: Pricing for Laboratory Equipment and Supplies will be based on the NASPO ValuePoint Master Agreement MA16000234-2, effective April 1, 2016, for Laboratory Equipment and Supplies, and the participating addendum between VWR International, LLC. and the State of Nebraska, Contract No. 14488 OC, effective May 1, 2016, a copy thereof being attached and made a part of this Contract.

   The City shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for the City of Lincoln shall not exceed $15,000.00 each year, for a total of $37,500.00 during the contract term without approval.

4. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the City, their agents, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

7. TERMINATION: This Contract may be terminated by the following:

7.1 Termination for Convenience. Either party may terminate this Contract upon thirty (30) days advance written notice to the other party, for any reason. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

7.2 Termination for Cause. The City may terminate the Contract for cause if the Contractor:

7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Laboratory Equipment and Supplies.

7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

7.2.3 Otherwise commits a substantial breach of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor thirty (30 days from the date of the written notice to cure such breach or default. If said breach or default is not cured within thirty (30) days from the date of notice, then the contract shall terminate.

8. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the NASPO ValuePoint Master Agreement MA16000234-2, effective April 1, 2016, for Laboratory Equipment and Supplies, and the participating addendum between VWR International, LLC. and the State of Nebraska, Contract No. 14488 OC, effective May 1, 2016.

9. The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Contract Agreement
2. NASPO ValuePoint Master Agreement MA16000234-2
3. State of Nebraska, Contract No. 14488 OC
4. Tax Exempt Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

Laboratory Equipment and Supplies
NASPO ValuePoint Master Agreement MA 16000234-2
State of Nebraska Contract No. 14488 OC
City of Lincoln
VWR International, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

_____ Seal
Secretary

VWR International, LLC
Name of Corporation

100 Matsonford Rd, Bldg 1, Suite 200
Address Radnor, PA 19087

By: Jennifer M Schaeuble
Duly Authorized Official

Director, Contracts Management
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln Signature Page

Laboratory Equipment and Supplies
NASPO ValuePoint Master Agreement MA 16000234-2
State of Nebraska Contract No. 14488 OC
City of Lincoln
VWR International, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Chris Buetler, Mayor

Approved by Resolution No._____

dated _____

STATE OF NEBRASKA CONTRACT AWARD

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

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

PAGE	ORDER DATE
1 of 1	04/04/16
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

CONTRACT NUMBER
14488 OC

VENDOR NUMBER: 553797

VENDOR ADDRESS:

VWR FUNDING INC
DBA VWR INTERNATIONAL LLC
100 MATSONFORD RD STE 200 BLDG 1
RANDOR PA 19087-4560

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

MAY 01, 2016 THROUGH MAY 31, 2019

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

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

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

Awarded from NASPO ValuePoint Master Agreement MA16000234-2.

Contract to supply and deliver Laboratory Equipment and Supplies through a prime vendor program to State of Nebraska agencies for the period of May 1, 2016 through March 31, 2019.

Payment Terms: Net 45 days

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor. The Purchase Order must include the State of Nebraska Contract # 14488 OC.

(For the File - This RFP and Contract are bid and awarded by the State of Idaho. All backup bids, etc. are retained by the State of Idaho, Idaho Purchasing Department of Administration).

(For the File: The NASPO ValuePoint/VWR International, LLC Price Agreement contract period was effective April 1, 2016. The NASPO ValuePoint/VWR International, LLC Participating Addendum for Nebraska became effective on May 1, 2016).

Vendor Contact: Lewis McMillan
Phone: 770-335-7925
Fax: 484-881-5697
E-Mail: lewis_mcmillan@vwr.com

ka 4/4/16

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	LAB EQUIPMENT AND SUPPLIES	100,000.0000	$	1.0000
	NOTE: NASPO ValuePoint MA16000234-2 - VARIOUS PRICE DISCOUNTS			

Christie Kelly 4/4/16
KS 4-4-16 BUYER

4/6/16
MATERIEL ADMINISTRATOR

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Laboratory Equipment and Supplies
Administered by the State of Idaho (hereinafter "Lead State")

VWR International, LLC
Master Agreement No: **MA16000234-2**
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")
State Contract Number: 14488 OC

1. Scope: This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000234-2) for use by state agencies and other entities located in the Participating **State of Nebraska**, as provided below.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use **State of Nebraska** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

a. CONTRACT PERIOD: May 1, 2016 through March 31, 2019.

b. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this contract.

c. PERMITS, REGULATIONS, LAWS
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

d. OWNERSHIP OF INFORMATION AND DATA
The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

e. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

f. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contact, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

g. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contract shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1) any and all employment taxes and/or other payroll withholding;
2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
3) damages incurred by contractor's employees within the scope of their duties under the contract;
4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

h. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or agent who is working with the contract or in relation to this contract.

i. CONFLICT OF INTEREST

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. ERRORS AND OMISSIONS

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

k. ASSIGNMENT BY THE STATE
The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

l. ASSIGNMENT BY THE CONTRACTOR
The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

m. GOVERNING LAW
The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

n. ATTORNEY'S FEES
In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

o. ADVERTISING
The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

p. STATE PROPERTY
The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

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

r. EARLY TERMINATION
The contract may be terminated as follows:

1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.

2) The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3) The State may terminate the contract immediately for any of the following reasons:

a) if directed to do so by statute;
b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
g) contractor intentionally discloses confidential information;

h) contractor has or announces it will discontinue support of the deliverable;

i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

s. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

t. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service/goods from other sources and hold the contractor responsible for any excess cost occasioned thereby.

u. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

v. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

w. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

x. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.

y. INVOICES

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

z. TAXES

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m). Exemption by statute precludes the furnishing of State exemption certificates.

aa. INSPECTION AND APPROVAL

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

bb. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

cc. SEVERABILITY

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

dd. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

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

ee. LIMITATION OF LIABILITY

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

ff. INDEMNIFICATION

1) GENERAL

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

2) INTELLECTUAL PROPERTY

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

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

3) PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

gg. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

hh. ANTITRUST

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

ii. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

jj. DRUG POLICY

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

kk. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

ll. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

mm. POLITICAL SUB-DIVISIONS

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

nn. REPORTS

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

1) Purchase order number;
2) Description;
3) Quantity; and
4) Price.

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

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Reports shall be sent to: as.materielpurchasing@nebraska.gov; to the attention of the Participating Entity's primary contact. Please include the contract number, 14488 OC, in the subject line of the email.

oo. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (.75%) the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period End	Fee Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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

pp. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

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

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

qq. WARRANTY

The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon request.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their

named successors):

Contractor

Name	Lewis McMillan
Address	100 Matsonford Road, Suite 200 Radnor, PA 19087-8660
Telephone	770-335-7925
Fax	484-881-5697
E-mail	Lewis_mcmillan@vwr.com With copy to: government@vwr.com

Participating State

Name	Christie Kelly
Address	1526 K Street Ste. 130 Lincoln, NE 68508
Telephone	402-471-1431
Fax	402-471-2089
E-mail	Christina.kelly@nebraska.gov

5. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the **State of Nebraska** must include the Participating State contract number: **14488 OC** as well as the Lead State Master Agreement No. **MA16000234-2**.

6. Entire Agreement: This PADD and the Master Agreement No. MA16000234-2, together with its exhibits, set fort the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: **Nebraska**	Contractor: **VWR International, LLC**
By:	By: Jennifer M Schauble
Name: Bo Botelho	Name: Jennifer Schauble
Title: DAS Materiel Administrator	Title: Director, Contracts Management
Date: 7/6/16	Date: 3/31/16

MASTER AGREEMENT
MA16000234-2

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"
In conjunction with NASPO ValuePoint

and

VWR International, L.L.C. "Contractor"

AGREEMENT

1. Overview
This contract is for a full-line catalog of laboratory equipment and supplies.

2. Order of Precedence

2.1 Any Order placed under this Master Agreement shall consist of the following documents:
(1) A Participating Entity's Participating Addendum ("PA");
(2) State of Idaho/NASPO ValuePoint Master Agreement;

(3) A Purchase Order issued against the Master Agreement;
(4) The RFP, including all Exhibits and Amendments; and
(5) Contractor's response to the Solicitation.

2.2 These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Effective Date and Term

This Master Agreement is effective April 1, 2016 or upon final executed signatures, whichever is later. In no event will this Agreement be effective until executed by DOP. The initial term of this Master Agreement shall be three (3) years. The total contract term, including all extensions, may not exceed five (5) years.

4. Attachments

The following documents are attached to and incorporated into this Master Agreement:

(1) Attachment 1 – RFP Documents including all exhibits, amendments, and clarifications
(2) Attachment 2 – Contractor's Technical Proposal including all attachments and clarifications

VWR International, L.L.C.

Mark McLoughlin, President - Americas

Feb 11, 2016

Date

Division of Purchasing

Chelsea Cameron, Purchasing Officer

2/12/2016

Date

DISCOUNT SCHEDULE FOR STATE OF IDAHO/NASPO VALUEPOINT RFP

Contract Pricing Coding	Types of Products In PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC0030	VWR BRAND BOTTLE, CULTURE TUBES, JAR, PIPET, ICE PAN, MICROPIPET, VIAL, FUNNEL, TUBES	65.0%	65.0%	62.0%
PC0040	VWR BRAND FLASK, VIAL, CAP, FUNNEL, BEAKER, TUBE, BOTTLES, CYLINDER, DISH, JUG, CRUCIBLE	43.0%	43.0%	37.5%
PC0050	VWR CAP, COVERGLASS, DISTILLING FLASK, JAR, WORKSTATION, SUPPORT STAND, BOTTLES	22.0%	22.0%	20.0%
PC0060	BOTTLE, FLASK, COLUMN CHROM, ADAPTER VAC, GALSS JOINTS, JAR, TUBE, FUNNEL, VIAL, CONDENSER, CUBITAINER	48.0%	48.0%	45.0%
PC0070	FLASK, FUNNEL, ADAPTER, BOTTLE, TUBE, VIAL, CYLINDER, CONDENSER REFLUX, FLASK, PIPET, STOPPER	54.0%	32.0%	25.4%
PC0080	FLASK, TUBE, BOTTLE, VIAL, NMR TUBE, BEAKER GRIFFIN, VALVE SIZE, 5MM ULTRATHIN, VESSEL, PIPET, STOPCOCK SIZE	28.0%	8.0%	7.0%
PC0090	EXCLUSIVE: FILTER, VESSEL	10.0%	10.0%	10.0%
PC0110	VWR BRAND: TUBE, PLASTICS, PIPET TRANSFER, BOTTLE (HDPE, SAMPLE, WASH, PC), CONTAINER, PLATE PCR, BEAKER, FUNNEL, PETRI DISH, PCR (TUBE, PLATE), CYLINDER POLYPRO, PIPETTE, SLEEVE PTFE	67.0%	67.0%	67.0%
PC0120	VWR BRAND TUBE (MICRO, GRAD, MCRCNT, STRIP, SSPIN, W/CAP, CENT, 50ml), BOTTLE, BEAKER, CAP (INSERT, SILICONE), PLATE PCR, STOPPER PENNY, TEST TUBE, CARBOY LDPE, CASSETTE W, PIPET TRANS, FLASK, EVAPORATING DISH, RACK CRYO	47.0%	47.0%	44.0%
PC0130	VWR BRAND STOPPER, WASH BOTTLE, CARTRIDGE DESCNT, PIPET TRANS, PLATE, SCREW CAP	29.0%	29.0%	24.0%
PC0140	CAP, PIPET TRANSFER, BOTTLE, TUBE, CLOSURE, HISTO PLAS, CRYOELITE, PIPETTE GRAD, SCREW CAP, CASSETTE PROCES/EMBD, REDI-CAP FPE, JAR WIDE, TUBES MICROCENT	55.0%	55.0%	48.0%
PC0150	PLASCTIC BOTTLE (WASH, HDPE, WM, SQUARE..), CAP, FLASK ERLEN, PLATE, TUBE CENT, JAR, VIAL, FUNNEL, CYLINDER GRADUATED, CLOSURE, BEAKER, CASSETTE, PIPET SERO, MICROPLATE 96WELL	62.0%	36.0%	29.3%
PC0160	PLATE, TUBE CENT, TEST TUBES, CAP KIM-KAP, BOTTLE ROLLER, VIAL, TUBES CULT, FLASK ERLENMEYER, FUNNEL, CRYOTUBE, CLOSURE DISP, DISH, CRYOVIAL CLOS, SLIDE CHAMBER	18.0%	18.0%	10.0%
PC0170	EXCLUSIVE PLATE, TUBE, CAP, PCR (PLATE, TUBE, STRP), TEST TUBE, MICROTUBE, STRIP PLATE, CRYO VIAL, PETRI DISH, AXYSAVER CAP, PIPETTE SERO, FLASK, CONTAINER, LID, REAGENT RESERVOIR	60.0%	45.0%	12.0%
PC0180	VWR WATER STERILE LOW ENDOTOXIN, KEPES FREE ACID PLASTIC PAIL, PIPES BUFFER PLASTIC BOTTLE, TRIS HYDROCHLORIDE PLASTIC PAIL	55.0%	55.0%	32.5%
PC0190	VWR BRAND GEL BOX, CASTING SYSTEM, DNA MW, RULER GEL, VERTREL PROTEIN	34.0%	34.0%	32.5%

Contract Pricing Coding	Types of Products In PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC0200	VWR BRAND UV TRANSILLUMIN, UV- HANDLAMP, WHITE DUAL, CASTING SET, ALDEHYDES, DUAL UV, MINI BLOT, MINI ELECTROPHORESIS	15.0%	15.0%	15.0%
PC0210	MEDIA LIQUID, TSA, RPMI, LIFTERSLIP COVER, WATER CELL, DMEM/HIGH GLUCOSE	47.0%	47.0%	40.0%
PC0220	ANTIBODY, BIOTINYLATED CYCLIN, AGAR, PRECAST GEL, MEDIA MEM, PEPTIDE, AUTOPHAGY APG7L, RECOMBINANT (MOUSE, RAT), PREPGEM STOR, BHI, PHENOL	27.0%	27.0%	21.0%
PC0230	INHIBITOR G-SECRETASE, RABBIT ANTI, AGAR, SIRNA SET, DYLIGHT, PROTEIN KINASE, SALMONELLA H, CLONESMART (LCAMP, HCKAN, HCAMP), PLATE TWINTEC, DNA, SODIUM PHOSPHATE, YEAST EXTRACT	16.0%	16.0%	5.0%
PC0240	LB AGAR, IGG, S. AUREUS, KIT TOTAL, CM GLUC, BIOTIN, DYLIGHT, SODIUM CHLORIDE, C. ALBICANS, HUMAN CDNA, MOUSE IGG, PROTEIN, RAT CDNA, RABBIT-A-SHEEP IGG, POTASSIUM PHOSPHATE	17.0%	17.0%	10.0%
PC0260	VWR BRAND TIP, TUBING, TAPE LAB, THERMOMETER, PIPET TIP, LABEL DOT	64.0%	64.0%	62.0%
PC0270	VWR BRAND TIP, THERMOMETER, LABEL CRYO, PIPETTE, RACK TUBE, TUBING, TAPE, BURET AUTO, BASIN PS	45.0%	45.0%	39.0%
PC0280	VWR BRAND DISPENSER, TAPE, LABEL, PIPET TIPS, TIP, TUBE, TUBING, SOLVENT, RACK, RESERVOIR	20.0%	20.0%	19.0%
PC0290	TUBING, TIP, PIPET, TUBE, REF TIP, CAP STRIP, PIPETTE, FIN PIPTIP	64.0%	52.0%	46.0%
PC0300	TIPS, TUBING, PIPET TIP, PIPETTE BASIC, TUBE, PIPETTOR, FINNTIP, TRANSFERPETTE, DISPENSER, UL FIXED, BURET ONLY, ART TIP	54.0%	33.0%	25.0%
PC0310	PIPETTE, TIP, DISPENSER (TIPS, PUMP, BOTTLE), SYRINGE, PIPET TIP, TUBING, PIPETTOR, OPTIFIX ADAPTER, DISPENSETTE, RESEARCH 8, THREAD	10.0%	10.0%	6.2%
PC0320	EXCLUSIVE TIP, PIPET TIPS, TUBING SILICON, TBG RNFRC, PIPETTOR MANUAL, SIL, TIPSTATION, TUBE	55.0%	15.0%	15.0%
PC0340	VWR BRAND CONTAINER, CUBITAINER, HYDROCHLORIC ACID, HYDROGEN PEROXIDE, IODINE MONOCHLORIDE, SILVER NITRATE, SULFURIC ACID	62.5%	62.5%	62.5%
PC0350	VWR BRAND CONDUCTIVITY STANDARD, HYDROGEN PEROXIDE, SOLUTION, SODIUM BORATE, BUFFER	42.0%	42.0%	39.0%
PC0360	VWR BRAND CONDUCTIVITY STANDARD, BASE BOTTLE, ETHANOL	26.0%	26.0%	21.5%
PC0370	SODIUM HYDROXIDE, FORMALIN, ACETONE, ETHANOL, CYTOSEAL XYLENE, HYDROCHLORIC ACID, SULFURIC ACID, MULTICOMPONENT MIXTURE, ACETIC ACID, SILVER NITRATE, CARBON MONOXIDE, BUFFER, WINDEX, NITRIC ACID, SODIUM CHLORIDE, POTASSIUM HYDROXIDE	52.5%	52.5%	52.5%
PC0380	SODIUM HYDROXIDE, HYDROCHLORIC ACID, SULFURIC ACID, ACETIC ACID, CITRIC ACID, SODIUM PHOSPHATE, BUFFER, SODIUM CHLORIDE, PHOSPHORIC ACID, POTASSIUM HYDROXIDE, ETHYL ACETATE, ISOPROPYL ALCOHOL	32.0%	32.0%	28.7%
PC0390	TEST KIT, SODIUM CHLORIDE, SODIUM HYDROXIDE, SULFURIC ACID, ANALYZER PTB, HYDROCHLORIC ACID, PHOSPHORIC ACID, STANDARD VISCOSITY, POLYETHYLENE GLYCOL, POTASSIUM HYDROXIDE, ACETIC ACID	18.0%	18.0%	12.5%

Contract Pricing Coding	Types of Products in PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC0400	EXCLUSIVE ALUM OXID, STNLESS STL, AL23 SLD, AL24 TUBE, ACTC ACID, GLD WIRE, ALUM FL, LEAD (II), AL23 INSLATNG, SLVR WIRE	10.0%	10.0%	2.0%
PC0420	VWR BRAND COVERALL, LABCOAT, FROCK, APRON, BOOTCOVERS, MASK ALPHAIR	58.0%	58.0%	58.0%
PC0430	VWR BRAND COVERALL, LABCOAT, FROCK, FIRST AID, APRON, BOUFFNT, CARRIER/DISPENSER ACID/SOLV, EARPLUGS, EYEWASH STATION, GOGGLES DIRECT, GOWN, RESPIRATOR N95, SHARPS CNTNR, SLEEVE	35.5%	35.5%	35.5%
PC0440	VWR BRAND SIGN, FIRST AID, MASK MVT, MAT HAZ, SIGNAL, STRIPE	18.5%	18.5%	18.5%
PC0450	COVERALL, SIGN, GLOVE, LABCOAT, APRON, GLASSES, VERSAPRO LRG, FLASHLIGHT, EXTREMEPRO, SAFETY VEST, COAT POLY	44.0%	44.0%	43.0%
PC0460	GLASSES, EYEWEAR SAFETY, LENS REPL, GLOVE, MAT ERGOMAT, BOOT, RESPIRATOR, UVEX GENESIS, ANTISTAT ANTIFATIGUE, COVERALL, LABCOAT UNISEX, DRUM PUMP	25.0%	25.0%	22.0%
PC0470	GAS DETECTOR, FILTRATION, POLYDRM OH, SAFETY GLASSES, SAFETY FRAME, DRUM POLY, PIG MAT, SPILL KIT, SENSOR HYDROGEN, LENS OPTILITE, MONITOR	7.0%	7.0%	6.3%
PC0480	EXCLUSIVE : SIGN, PIPEMARKER PRECOILED, STENCIL LETTER, TAPE REFLECTIVE, LETTER CARD, PLACARD, TAG, CONTAINER LABEL, PANTS BSC, LABEL SHIPPING, COVERALL, MAT, NUMBER CARD	13.0%	13.0%	10.0%
PC0500	VWR BRAND MAT, ADHESIVE MAT, COVERALL, GLOVES (NTRL, LTX), LABCOAT, FROCK, WIPES, APRON, BEARD COVER, BOOTCOVER, BOUFFANT CAP, CLEANROOM MOP	58.0%	58.0%	58.0%
PC0510	VWR BRAND TAPE (VINYL, POLY, WFRBX, GN, HITCK), TUBING PVC, GLOVE, ELBOW TH, ELBOW BARBED, ADAPTER, REDUCER BRB, SWAB, NOTEBOOK, MASK, COVERALL, MAT	45.0%	45.0%	38.0%
PC0520	VWR BRAND BAGS, LINER, ZT SLIDER, GLOVE LATEX, SCRUB SHIRT, MOP FLAT, SCRB PANT, HIDEN LINER, CHECK VALVE, NOTEBOOK CLEANROOM	16.3%	16.3%	16.3%
PC0530	GLOVES (NITRILE, LATEX), BAG (FEP, ACLAR), WIPER DURX, CHR, COVERALL, GOWN, SHELF SOLID, LABCOAT UNISEX, TWEEZER, CHAIR ESD, MAT COMFORT, ELBOW KYNAR	55.0%	55.0%	46.0%
PC0540	GLOVE, MAT, COVERALL STRL, TAPE CR, MOP HEAD, WIPE PRESAT, WIPER KNIT, FROCK, SWAB FOAM, TWEEZER, SOLDERINGTIP WELLER, PROWICK A/S	26.0%	26.0%	26.0%
PC0550	TAPE, SOLDERING TIP, NEEDLE, CUTTER, TWEEZER (WAFER, TIP), BAG EVA, DISPENSER PETG, GLOVES (NITRI-KNIT, BUTYL, SURGICAL), WORK-STATN TL, COUPLING INSERT, BRUSH BOTTLE	6.4%	6.4%	6.4%
PC0560	EXCELTA SWTX, APRON, TWEEZER STANDARD, PLIER INS/EXT, CUTTER RELIEVED, PRECISTA IT, GLOVE LEATHER, PROBE CUP, SKLAR KLEEN, PRE, STRIP SHLD, SHEAR CUTTER	10.0%	10.0%	10.0%
PC0580	VWR BRAND BURNER (BUNSEN, TIRRILL, MEKER), MICROSCOPE	51.0%	51.0%	51.0%
PC0590	VWR BRAND SYMPHONY COND, OBJECTIVE (LWD, INF), REFRIGERATOR, FREEZER, OVEN, BLOCK MODULE, GLOVE CRYOGENIC, INCUBATOR, STIRRER, MICROSCOPE (COMPOUND, STER, STEREO)	37.0%	37.0%	33.0%

Contract Pricing Coding	Types of Products in PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC0600	VWR BRAND CIRCULATOR, WATER BATH, PLATFORM DEDIC, SHAKER MODEL, RACK, BLOCK HEATER, OVEN, RECIRC CHILLER, INCUBATOR	26.0%	26.0%	19.0%
PC0610	LAMP, SUPPORT RING, REFRIGERATOR, CAL-PAK, CLAMP, SUPPORT ROD, CORK BORERS	44.0%	44.0%	39.0%
PC0620	TUNG-HALO, WEIGHT SET, LAMP, FREEZER, SIEVE, STIRRER BEARING, BALANCE, ELECTRODE PH, FLOWMTR, PUMP, VACUUM PUMP, BENCH SCALE, SCALE	27.0%	27.0%	23.0%
PC0630	ROTAVAPOR, ADAPTER, ELECTRODE ROSS, HEATING TAPE, HEATING MAT, VACUUM PUMP, GRINDING (BOWL, BALL), PH METER, PH ELECTRODE, CONDENSER, EVAPORATING FLASK, WATER BATH	15.0%	15.0%	11.5%
PC0640	EXCLUSIVE :COMB, GEL WRAP, GEL TRIS-GLYCINE, REFRACTOMETER POCKET, WEIGHT, LAMP, ADAPTER, TBE, KIT TEST, ELECTRODE, BALANCE, SPACER SET, UREA GEL, INOLAB, PREPARATIVE	14.0%	14.0%	10.0%
PC0650	VWR VIAL KT CLR SLIT PTFE, VWR INSERT GLASS, VWR SEAL 11MM PTFE/SILICON	56.5%	56.5%	34.0%
PC0660	VWR SILICA GEL, VWR RED VIALS, STEEL TOE SHOES, AMBER PREC SCREW THREAD VIAL, VWR SCOOP, VWR VIAL KIT	34.0%	34.0%	34.0%
PC0665	THERMOMETER, POCKETMOP POLYSORB, MEMORY LOC USB THERM PROBE, MITTWIPE POLYESTER DOUBLE FOAM	15.4%	15.4%	n/a
PC0670	VWR BRAND CLOSURE, VIALS, SAMPLE PACK	15.5%	15.5%	15.5%
PC0680	FILTER DISC, SEPTA, VIALS (CHROM, GLASS, SCREW, W/CAP), GC COLUMN, LICHROSPHER, CAP	43.0%	43.0%	40.5%
PC0690	COLUMNS, VIAL KIT, VIALS, TUBING, COLUMN MICROPAK, SYRINGE, SEAL, PLATE, PLUNGER, NEEDLE, FERRULE	22.5%	22.5%	21.5%
PC0700	COLUMN, KIT, CARTRIDGE, ASM, SEAL, CAP, GUARD, ECLIPSE PLUS, VIAL, TUBING	10.0%	10.0%	6.5%
PC0710	COLUMN, KIT, OPTIMIX, CAPS, PLATE, CARTRIDGE, BULK, VIALS, HPS, EPP, TUBE	10.0%	10.0%	10.0%
PC0730	VWR BRAND STOPPER RUBBER, COVERGLASS, FILTER PAPER, BAG, CORKS, CONNECTOR (T,Y,L), RACK, SLIDE MAILER, SLIDEBOX, CAP, HYDROMETER SP, THERMOMETER, STIR BAR, PESTLE	68.5%	68.5%	68.5%
PC0740	VWR BRAND THERMOMETER ASTM, SIEVE, HYDROMETER SP, RACK, BAG BIO, SPATULA PVC, FORCEPS SRT, CRUCIBLE COVER, CRUCIBLE NICKEL REGULATOR HP, SLIDE INKJET, CLAMP	44.0%	44.0%	42.5%
PC0750	VWR BRAND THERMOMETER DIAL, COMB, TONGS CRUC, BAG BIO, PROBE, CLAMP, NOTEBOOK GRID, NOTEBOOK LATEX, TIMER, PLATE GL	20.5%	20.5%	20.5%
PC0760	FILTER, SIEVE, BRUSH FLASK, O-RING VITON, BAG ZIPLOCK, CLAMP SNAPPR, SPATULA MICRO, FORCEPS, PLAC MIC, SLIDE COLORFRST, RACK FREEZER, SCISSORS, LABEL TT	48.5%	48.5%	48.5%
PC0770	FILTER, GASKET, RACK TEST, RACK ACETAL, COUPLER, TEST PAPER, TAPE CR, LABEL, BAG WHIRLPAK, SYRINGE FILTER, SHELF TRIPLE, STOPPER VERSILIC, BRUSH VAT, REGULATOR DIA, CART UTL	62.0%	31.5%	29.5%

Contract Pricing Coding	Types of Products In PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC0780	FILTER PAPER, BAG STATIC, BAG ECO, SYRINGE SAFETY, GASKET, MEMBRANE TURBO, CARTRIDGE FILTER, BASKET SHAFT, TAPE CR, RACK CRYOGENIC, X-RAY FILM, NEEDLE DISP.	37.0%	15.5%	13.0%
PC0790	EXCLUSIVE : FILTER, SCISSOR, SCREWDR, TIP SOLDER, FORCEP STRL, BLADE SCD, PLIER, NUTDRIVER HOLLOW, FLTR CN, NEEDLEHOLDER, WRENCH, TOOL SET	14.0%	14.0%	10.0%
PC0810	VWR BRAND BIO BAG, CONTAINER, HISTOLOGY XYLENE, ISOPROPYL ALCOHOL, REAGENT ALCOHOL	52.0%	52.0%	50.5%
PC0820	VWR BRAND MESH BIOPSY, CONTAINER SYSTEM, PREM BIOPSY, SHARPS CONT, EMBED CASSETTE, PREMIUM CASSETTE	33.0%	33.0%	31.0%
PC0830	VWR BRAND BASE MOLD, BUFFER, REAGENT, EMBED CASSETTE, HEMATOXYLIN, MICROTOME	14.5%	14.5%	14.5%
PC0840	SYRINGE, HYPO NEEDLE, TISSUE CASSETTE, IV CATH, CONTAINER SHARPS, BCS, TUBE	42.0%	42.0%	38.5%
PC0850	CAGE BODY, SYRINGE GLASS, CONTROL SLIDE, HYPO NEEDLE, TUBE, CAGE LID, CASSETTE, SBC SET, SYR A/S, MAGNIFYING LPE, FILTER SAMPLER, RAISED FLOOR	24.0%	24.0%	16.5%
PC0860	SHARPS COLL, SUTURE, BD ECLIPSE, CLARITY DOA, SYRINGE NEEDLE, SWAB FLOCKED, SLIDES, SYRINGE INSULIN, CLARITY URINE, CLARITY HCG	10.0%	10.0%	6.5%
PC0870	EXTENSION SET, AUTOMIX, BLOOD (BAG, SOLUTION, WARMING), CONTAINER, CUP, DRUG RESERVOIR, EVACUATED CONTAINER, INTERLINK, STOPCOCK, TRANSFER SET	10.0%	10.0%	10.0%
PC0890	VWR BRAND SHELF STARTER, SHELF ADD-ON, CART, SHELF WIRE	40.7%	40.7%	40.7%
PC0900	VWR BRAND SHELF, AMC, CART TOP, BASE UNIT, SH STARTER, STORAGE OVERHEAD, PANEL FINISHED, WALL UNIT, COLUMN, BRACKET SHLF	43.0%	43.0%	33.2%
PC0910	VWR BRAND CABINET, COUNTER, REFRIGERATOR FREEZER, SHELF SLOT, UC WASH-DRI RINSE	16.7%	16.7%	16.7%
PC0920	APN, ADD-ON, SLIDE GL, SWING GLID, CABINET STORAGE, SHELF, CHAIR, STARTER, ZINC STARTER	38.7%	38.7%	38.7%
PC0930	SHELF, TABLE, CABINET, CART, WORKTABLE, POST, LAB TABLE, HOOD, FAUCET DECK	30.0%	30.0%	28.7%
PC0940	BASE POLYPROLABS, CABINET, NORLAKE, WORKBENCH, WALL, STATION, XPERT NANO, BULK POWDER	11.0%	11.0%	5.7%
PC0950	EXCLUSIVE : WORKSTATION TABLE, PCR WORKSTATION	10.0%	10.0%	10.0%
PC0955	ALL OTHER: CYCTINE DIHYDROCHLORIDE HDPE BOTTLE, HYPOXANTHINE DISODIUM PLASTIC PAIL, VWR CR NOTEBOOKS	55.4%	55.4%	40.4%
PC0970	ALL OTHER: ABSORBANT GP, BENZYL ALCOHOL, GLOVE, TUBE CULT, VIAL CHROM	40.4%	40.4%	40.4%
PC0980	ALL OTHER: PLASTIC, ANTI VIBRATION GLOVES, BOTTLE MILK, CITRIC ACID, COWHIDE GLOVE, DRV VB+T, EARMUFF CUSHIONS, GLOVES MATERIAL, ICP-MS INT, SHIPPER SEASON	23.4%	23.4%	23.4%
PC0990	OTHER BRANDED: ASSAY GALACTOSAIDASE, BUFFER RBC, DIALYSIS ENHANCER, NORFLOXICIN, RESIN, RNA ISOLATION, TIMENTIN	13.5%	13.5%	5.4%

Contract Pricing Coding	Types of Products in PC Code, Not limited to:	DISCOUNT (Standard UOM)	DISCOUNT (Case)	Prior Discount
PC1000	OTHER EXCLUSIVE : GLOVE 1/2 FINGER, GLOVE A/V, GLOVE FINGERLESS, GLOVE LIFTER'S, GLOVE MESH-BACK, SIGN, TB RK	10.0%	10.0%	10.0%
PC1020	LOW VOLUME ITEMS:RABBIT POLYCLONAL, MOUSE MONOCLONAL, HPLC COL, COLUMN HPLC, GOAT ANTI-MOUSE, SHEEP BLD, RAT DIET, PURIFIED ANT-HMN, PE ANT-HMN, ALEXA FLR, CARTRIDGE PRO, BIOTIN ANT-MSE, FITC ANT-HMN, PUR ANT-HM, LEAF PURIFIED, RECOMBINANT HMN, FLASK HW	2.0%	2.0%	2.0%
PC1030	NO DISCOUNT COURTESY ITEMS: MARKETSOURCE, GLSY CRBN, GUARD CARTRIDGE, GRPHTE PWR, ALUM DISH, NCKL BEAKER, QUARTZ TUBNG, ZIRC CVR, PTFE BEAKER, SODIUM STEARYL, HYDRN PURIFIER;MODEL, MAGNESIUM GLUCONATE, CALCIUM PANTOTH, KIT MARVEL, MIXER CLMP	0.0%	0.0%	0.0%
PC1040	TUBING BOROSIL, CENTER OF GRAVITY KIT, RECTANGULAR BLOCK, HIGH VACUUM PUMP EXHAUST FILTER, PERIODIC TABLE, TI-84 PLUS CE, WHITE SAND, SOLUTIONS, ROCKET ENGINE, DIALYSIS TUBING, WHITE GLUE	33.0%	33.0%	n/a
PC1050	MODEL SKELETON, SOFTWARE, DUAL PURPOSE SCOPE, SIMULATOR ULTRASOUND, COMMON JELLYFISH, COMPARTMENT TRAY, GRAPHITE, CALCITE, MICROSLIDE, LIVE ANT FARM, LEAF IDENTIFICATION KIT	15.0%	15.0%	n/a
PC1060	HYBRID SYSTEM MODEL, CHEMISTRY LABQUEST, CRIMINALIST KIT, HOLDER TUBE, TRIUMPH BOARD PROJECTOR, MICROWAVE OPTICS, EYE EXAMINATION SIMULATOR, QUARTZ-AMETHYST	0.0%	0.0%	n/a
PC1070	NON-CATALOG EQUIPMENT AND INSTRUMENTATION	Cost + 11.11%	Cost + 11.11%	n/a
PC1080	NON-CATALOG SUPPLIES, APPARATUS, CHEMICALS, CONSUMABLES	Cost + 21.95%	Cost + 21.95%	n/a

Should any product's price falls below +11% gross margin, as a result of the application of discounts contained herein, then the customer's net price shall be equal to VWR's sales cost plus 12.36%..

Note: VWR agrees to extend to the State of Idaho, NASPO ValuePoint, and any Participating Entity, lower pricing as Special Price Quotations ("SPQ's") and/or Promotional Pricing on goods from certain manufacturers and suppliers, as it may become available. When this lower pricing exists, it shall be governed by the terms and effective dates established by the manufacturer or supplier. Should an SPQ or Promotion expire without renewal by the manufacturer, prices will revert to these discounts..