

STATE OF VERMONT
PARTICIPATING ADDENDUM NO. 33489

LABORATORY EQUIPMENT & SUPPLIES 2017-2019
IDAHO WSCA-NASPO MASTER AGREEMENT # MA16000234-1

Fisher Scientific Company LLC.

1. **Parties.** This Participating Addendum is a contract between the **State of Vermont**, Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and **Fisher Scientific, LLC**, a for-profit corporation with principal place of business in Pittsburgh, PA (hereinafter "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this Participating Addendum is the purchase of Laboratory Equipment and Supplies, pursuant to the Idaho NASPO ValuePoint State Cooperative Contract Number MA16000234-1 for Laboratory Equipment and Supplies, (hereinafter the "Master Agreement"), which is hereby incorporated by reference and shall apply to purchases made under this Participating Addendum.
3. **Contract Term.** The period of Contractor's performance shall begin on June 1, 2017 and end on April 1, 2019 with the option to renew for two additional one year periods, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement.
4. **Maximum Amount; Payment Terms.** The amount payable under this Agreement shall not exceed \$400,000.00. Invoicing and payments shall be in accordance with the payment terms and pricing set forth in the respective Participating Addendum and the Master Agreement identified in Section 2, above. Every Reseller invoice shall include the State Contract Number for this Agreement (appearing in the top right corner of this page), the Participating Addendum Number for the products, and the Purchase Order Number(s) for which the invoice is being submitted.
5. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, and the Secretary of Administration.
6. **Agreement; Amendment.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Attachments.** This Participating Addendum consists of the following attachments which are incorporated herein and shall apply to the purchase of any products or services made under this Participating Addendum:
 - Attachment A: General Provisions of Contract
 - Attachment B: Payment Provisions
 - Attachment C: "Standard State Provisions for Contracts and Grants" effective 7/01/16 except for: to add at the end of the 1st sentence: Regardless of the status of appropriations, the State shall be obligated to pay Contractor for all purchase orders processed by the state and shipped by Contractor.
 - Attachment G: Discount Category Names and Discount off list.

8. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the provisions which constitute this agreement shall be resolved according to the following order of precedence:

1) This Participating Addendum (including all Attachments, with Attachment D primary, then Attachment C, then the remaining Attachments in alphabetical order)

2) The NASPO ValuePoint State Cooperative Master Agreement #MA 16000234-1 for Laboratory Equipment & Supplies.

9. **Entire Agreement.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

By signing below the Contractor agrees to offer the same products and/or services as on the Idaho ValuePoint State Cooperative Master Agreement #MA16000234-1 for Laboratory Equipment and Supplies at prices equal to or lower than the prices on that contract.

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

The State of Vermont	Contractor: Fisher Scientific, LLC.
By:	By:
Name: Christopher Cole	Name:
Title: BGS Commissioner	Title:
Date:	Date:

ATTACHMENT A: GENERAL PROVISIONS OF CONTRACT

1. **Available Products & Services:** The following products listed in the Master Agreement are available for purchase under this Participating Addendum:

Band 1 – Full-Line Catalog of Laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this band will include all laboratory equipment and supplies.

Band 2 – Plasticware

Band 3 – Gloves

Band 4 – Microscope

2. **Restrictions:** The following additional restrictions shall apply to the procurement under this Participating Addendum.

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

b. Items costing in excess of \$75,000.00, after discount, are excluded from the resulting contract.

3. **Participation:** This Participating Addendum may be used by all departments, offices, institutions, and other agencies of the State of Vermont and counties (hereinafter “State Purchasers”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.

Political subdivisions of the State of Vermont under 29 V.S.A. § 902(a) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (hereinafter “Additional Purchasers”) may participate in this contract at the same prices, terms and conditions. Further, items furnished to Additional Purchasers will be billed directly to and paid for by the Additional Purchaser. Neither the State of Vermont nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility or liability for Additional Purchasers.

4. **Reporting:** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all catalog items under this Participating Addendum. The reports shall be submitted and sent as an attachment to deborah.larose@vermont.gov . Reports shall contain accurate descriptions of the products, goods or services procured, purchaser information, quantities procured and prices paid. This report shall include all catalog sales under this Participating Addendum. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

Quarterly reports must be submitted in accordance with the following schedule:

Reporting Period	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

5. **Primary Contacts:** The primary contact individuals for this this Participating Addendum are as follows (or their named successors):

Contractor

Name	Eric Van Denburg
Address	300 Industry Drive, Pittsburgh, PA 15275
Telephone	949-842-9685

Fax	949-858-8782
E-mail	Eric.vandenburg@thermofisher.com

State of Vermont

Name	State of Vermont, Deb LaRose
Address	109 State Street, Montpelier, VT 05609-3001
Telephone	802/828-4635
Fax	802/828-2222
E-mail	deborah.larose@vermont.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

6. **Orders:** Any order placed by the State or an Additional Purchaser for a product or service available under this Participating Addendum (hereinafter "Purchase Order") shall be deemed to be a sale governed by the prices and other terms and conditions of this Participating Addendum, provided that the Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum.

The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum.

- a. **Method of Ordering for State Purchasers:** For any and all purchases made by State Purchasers under this Participating Addendum, a Purchase Order shall be issued when purchases are made.
- b. Written Purchase Orders must be used to order items available under this Participating Addendum. Verbal orders shall not be accepted by Contractor until a confirming Purchase Order is issued.
- c. This restriction is not applicable to Additional Purchasers.
- d. **No Lease Agreements:** State Purchasers are prohibited from leasing under this Participating Addendum. This restriction is not applicable to Additional Purchasers. Additional Purchasers are required to contact the Contractor directly in order to enter into a lease agreement.
- e. **Delivery:** Liability for product delivery remains with the Contractor until the product is properly delivered and accepted in accordance with this Participating Addendum. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. Delivered goods that either do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by Contractor.

The State does not agree to reimburse Contractor for expenses except as may be specified in Attachment B to this Participating Agreement.

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable if accepting testing and corresponding terms have been mutually agreed by both parties in writing.

- f. **Quality:** All products provided by Contractor under this contract will be new and unused, unless otherwise

stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the State. All products provided by Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to Contractor for credit at no charge to the State.

- g. **Business Associate Agreement (BAA), and the Agency of Human Services Standard State Contract Provisions:** The parties agree that the Business Associate Agreement (BAA) and the Agency of Human Services Standard State Contract Provisions, as mutually negotiated, shall be incorporated into the Participating Addendum as applicable.

ATTACHMENT B: PAYMENT PROVISIONS

1. **Payment Terms:** Net 30 from the date the State receives an error-free invoice with full and complete supporting documentation.
2. **Delivery:** Delivery is FOB Destination, inside delivery, to the ordering entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within 7 days ARO, unless a longer delivery time is agreed to by ordering entity. Contractor will be required to notify the ordering entity within 24 hours of order placement, if delivery cannot be completed as required by the contract. Upon receipt of such notice, or upon failure to delivery within the specified time, the ordering entity may cancel the order without penalty, or make the purchase elsewhere. Applicable standard freight terms under this Participating Addendum are per Master Agreement MA16000234-1.
3. **Pricing:** For all product offerings and complete details of product pricing, please refer to Pricing of the State of Idaho contract # MA16000432-13091 on- line at: https://s3-us-west-2.amazonaws.com/wasca-uploads/1459975875_Fisher%20Scientific%20Category%20Names%20and%20Discounts.pdf
4. Contractor discounts are off their online catalog price list a complete list of discounts is listed in this contract.
5. **Invoicing:** Invoices shall be submitted on the Contractor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
6. **Purchasing Card:** The State Purchasing Card may be used by State Purchasers for the payment at time of purchase .If a Purchasing Card is used by the State to make payment under this contract, it shall only be used at the time of Purchase, Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.
7. **Expenses:** The State does not agree to reimburse contractor for expenses.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a

showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies,

departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to

the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or

- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained

by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with

performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT G

Discount Category Name	Discount off list
Absorbent - Surface	71.8%
Acids - Inorganic	45.7%
Acids - Organic	43.0%
Anemometers and Flowmeters	18.0%
Antibodies	5.8%
Antibody Production and Purification	5.2%
Apparatus - All Other	29.7%
Apparatus - Education	25.8%
Autoradiography Supplies	12.9%
Bags - Autoclaving Bags	51.2%
Bags - Other	27.1%
Bags - Sample Bags	34.6%
Balances - Analytical Balances	27.1%
Balances - Other	25.4%
Baths - Other	22.0%
Baths - Water	30.8%
Beakers - Glass	35.0%
Beakers - Plastic and Other	35.9%
Beakers - Sample	86.7%
Bench Protectors	37.1%
Biologicals - All Other	9.0%
Blades - Specialty	29.2%
Blenders and Homogenizers	25.7%
Blood Culture Systems	4.1%
Bottles - Glass Bottles [General Purpose]	35.4%
Bottles - Media Bottles	36.4%
Bottles - Other	33.3%
Bottles - Plastic Bottles [General Purpose]	35.1%
Bottles - Sample Bottles	50.0%
Bottles - Storage Bottles	76.3%
Bottles - Wash Bottles	36.6%
Bovine Sera	37.3%
Buffers	34.9%
Burets	35.4%
Carboys and Jerricans	36.7%
Caustics	50.8%
Cell Culture Dishes	28.3%
Cell Culture Flasks	25.8%
Cell Culture Media and Reagents	20.8%
Cell Culture Microplates	21.1%
Cell Culture Tubes	58.4%
Cellware [Specialty]	19.4%
Centrifuges - Benchtop [General Purpose]	17.0%
Centrifuges - Benchtop Microcentrifuges	23.4%
Centrifuges - Benchtop Other	17.1%
Centrifuges - Centrifuge Accessories	19.3%
Chemicals - All Other	30.4%
Chromatography Columns	13.1%
Chromatography Columns and Supplies	17.4%
Chromatography Equipment	0.4%

Clamps, Trays, and Supports	35.8%
Cleaning Products	25.3%
Clinical Chemistry Analyzers	25.3%
Clinical Controls Calibrators and Standards	18.7%
Clinical Diagnostic Kits and Reagents - C. difficile Testing	15.0%
Clinical Diagnostic Kits and Reagents - General Chemistry Testing	22.0%
Clinical Diagnostic Kits and Reagents - Influenza Testing	18.7%
Clinical Diagnostic Kits and Reagents - Other	21.0%
Clinical Diagnostic Kits and Reagents - Pregnancy [hCG] Tests	29.4%
Clinical Diagnostic Kits and Reagents - Specialty	61.2%
Clinical Diagnostic Kits and Reagents - Streptococcus Testing	7.0%
Clinical Diagnostic Kits and Reagents - Urinalysis Testing	17.5%
Coagulation Analyzers	33.2%
Collection - Capillary	50.1%
Consumables - All Other	32.7%
Controlled Containers	87.1%
Controlled Environments – Apparel (Safety)	34.7%
Controlled Environments – Gloves (Safety)	44.0%
Controlled Environments – Housekeeping, Matting, Packaging, Stationary & Tape (Safety)	28.0%
Controlled Environments – Wipers & Swabs (Safety)	26.9%
Counting Devices	21.8%
Coverslips	50.6%
Crimp Caps	45.8%
Crucibles	23.4%
Cryogenic Products	24.9%
Cuvets and Cells	37.0%
Cylinders [Laboratory]	33.9%
Dehydrated Microbiology Media	22.5%
Desiccators	29.9%
Diagnostics - All Other	7.0%
Dialysis Desalting and Buffer Exchange	3.1%
Dichloromethane -SP	35.0%
Dishes - Other	47.3%
Dishes - Petri Dishes	61.5%
Dishes - Plastic	85.0%
Dishes - Plastic-Special	48.0%
Dishes Micro - Plastic	40.0%
Electrochemistry	21.8%
Electrodes	25.0%
Electrophoresis Equipment	15.8%
Electrophoresis Reagents	9.4%
Embedding Cassettes	20.1%
Enzymes	9.1%
Equipment - All Other	20.9%
Equipment - Education	25.8%
Evaporators	17.9%
Facility Safety - First Aid, Identification & Communication, Spill Control & Containment (Safety)	24.7%
Facility Safety - Maintenance & Operations - Apparatus(Safety)	29.4%
Facility Safety - Maintenance & Operations - Consumables(Safety)	37.5%
Film and Foil Wrapping	42.0%
Filtration - EMDA	84.4%
Filtration - EMDB	30.0%

Filtration - Glass Fiber EMD	40.0%
Filtration - Glass Fiber FBA	85.0%
Filtration - Glass Fiber FBB	82.0%
Filtration - Glass Fiber FBC	60.0%
Filtration - Glass Fiber WH	30.0%
Filtration - TCLP	45.0%
Filtration Products - Bottletop Filters	20.1%
Filtration Products - Centrifugal Filter Devices	8.2%
Filtration Products - Filter Units	19.5%
Filtration Products - Other Filtration Products	23.9%
Filtration Products - Syringe and Syringeless Filters [Nonsterile]	25.4%
Fire Fighting & Emergency Response – Equipment & Medical (Safety)	24.9%
Fire Fighting & Emergency Response – PPE (Safety)	56.0%
Flasks - Other	32.6%
Flasks - Volumetric	33.9%
Freeze Drying Equipment	29.1%
Funnels	34.1%
Furnaces	27.0%
Furniture	36.3%
Heaters	27.5%
Hematology Stains	10.9%
Histology Reagents	41.1%
Hoods and Enclosures	20.6%
Hotplates	28.6%
Immunoassay Testing	2.7%
Immunoreagents	5.8%
Incubators	23.8%
Inorganics - Other	41.1%
Inorganics - Sodium Compounds [Inorganics]	50.0%
Instrumentation – Radiation, Chemical, Noise, Heat-Stress & Air Quality Monitoring (Safety)	5.1%
Instruments - All Other	16.7%
Knives and Knife Blades	35.5%
Liquid Handling Fillers and Dispensers	0.3%
Media - Microbiology BDA	70.3%
Media - Microbiology BDB	50.0%
Media - Microbiology EMDA	35.0%
Media - Microbiology RA	93.0%
Media - Microbiology RB	70.3%
Media - Microbiology RC	65.0%
Media - Microbiology RD	26.0%
Membranes For Hybridization and Transfer	12.7%
Microbiology Apparatus	30.8%
Microbiology Products	15.4%
Microbiology Quality Control Supplies	8.9%
Microbiology Supplies	18.7%
Microplate Covers	19.0%
Microplate Readers	14.3%
Microplate Washers	12.0%
Microplates - Assay Microplates	23.6%
Microplates - Other	20.3%
Microscope Slides	52.7%
Microscopes	22.6%

Microtomy Equipment	10.0%
Mills	13.5%
Molecular Biology Reagents and Kits - DNA Extraction and Purification	9.6%
Molecular Biology Reagents and Kits - Nucleic Acid Labeling and Detection	5.2%
Molecular Biology Reagents and Kits - Other	3.6%
No Discount	0.0%
Nucleic Acids and Components	9.4%
Organics	22.6%
Ovens	27.6%
Paper - Specialty	90.5%
PCR Supplies	8.1%
PH ORP Titration	27.0%
Photodocumentation Systems	17.2%
Pipet Fillers	34.3%
Pipets - CLSA	78.0%
Pipets - CLSB	57.0%
Pipets- CLSC	47.0%
Pipets - CLSD	38.0%
Pipets - Glass	88.2%
Pipets - Other	48.9%
Pipets - Serological Pipets	48.8%
Pipets - Transfer Pipets	53.1%
Pipett - EPA	42.0%
Pipett - TSB	70.9%
Pipetter Tips - Auto	66.3%
Pipetter Tips - Filtering Pipetter Tips	31.4%
Pipetter Tips - Other	43.0%
Pipetter Tips - Pipetter Specific Tips	15.9%
Pipetter Tips - Repeater Pipetter Tips	23.0%
Pipetter Tips - Robotic Pipetter Tips	19.7%
Pipetter Tips - Universal Pipetter Tips	40.0%
Pipettors - Manual Pipettors	21.1%
Pipettors - Other	18.6%
Pipette - TSA	75.0%
Pipette - TSC	38.0%
PPE – Apparel (Safety)	32.9%
PPE – Eye, Face, and Hearing (Safety)	40.6%
PPE – Fall Protection (Safety)	19.1%
PPE – Hand Protection – Chemical Resistant Gloves (Safety)	36.9%
PPE - Hand Protection - Exam	85.0%
PPE - Hand Protection - Exam - LTX	94.0%
PPE – Hand Protection – Thin-Wall Gloves (Safety)	51.9%
PPE – Hand Protection – Work & Specialty Gloves (Safety)	33.1%
PPE – Head Protection (Safety)	23.4%
PPE – Respiratory Protection (Safety)	25.2%
Prepared Microbiology Media [Bottles and Slides]	2.8%
Prepared Microbiology Media [Plates]	26.3%
Prepared Microbiology Media [Tubes]	14.0%
Protein Chemistry Reagents and Kits	4.9%
Proteins	2.8%
Pumps - Other	22.5%
Pumps - Tubing	17.1%

Pumps - Vacuum	28.7%
Racks	30.8%
Refrigerators and Freezers - Other	29.7%
Refrigerators and Freezers - Ultra Low Temperature Freezers [Upright]	21.4%
Reservoirs and Reservoir Liners	26.1%
Samplers	22.8%
Sanitizers	65.9%
Shakers and Mixers - Other	31.3%
Shakers and Mixers - Platform Shakers	19.7%
Solutions for Analytical Chemistry - LEAVE IN STANDARD DISCOUNT	40.0%
Solutions for Analytical Chemistry - ORB	35.0%
Solutions for Analytical Chemistry - RC ISO	59.0%
Solutions for Analytical Chemistry - RCA	75.0%
Solutions for Analytical Chemistry - RCB	74.0%
Solutions for Analytical Chemistry - RCC	50.0%
Solutions for Analytical Chemistry - TSA	79.0%
Solutions for Analytical Chemistry - TSB	78.0%
Solutions for Analytical Chemistry - TSC	74.0%
Solutions for Analytical Chemistry - TSD	50.0%
Solutions for Analytical Chemistry -ORA	40.0%
Solutions for Chemical Testing	39.9%
Solvents - Acetone	62.9%
Solvents - Acetonitrile	33.7%
Solvents - Ethanol	34.6%
Solvents - Hexanes	71.1%
Solvents - Isopropanol [IPA]	60.4%
Solvents - Methanol	63.8%
Solvents - Methylene Chloride	61.7%
Solvents - Other	56.1%
Solvents - Xylenes	69.7%
Spatulas [General Purpose]	33.7%
Specimen Collection - Blood Specimen Collection	18.4%
Specimen Collection - Evacuated Blood Tubes	15.7%
Specimen Collection - Microbiology and Transport Systems	17.4%
Specimen Collection - Other	22.1%
Specimen Collection - Tube Needles	19.8%
Specimen Collection - Tubes for Blood Collection	17.3%
Specimen Collection - Urine Specimen Collection	20.8%
Specimen Collection - Winged Collection Set	11.2%
Specimen Containers	37.5%
Spectrometry and Spectrophotometry	6.3%
Standards	25.4%
Sterilizers	19.6%
Stirrers - Magnetic	25.7%
Stirrers - Overhead	26.3%
Stirring Bars and Rods	44.0%
Stoppers	32.9%
Syringes - General Purpose Syringes	21.3%
Syringes - Other	20.2%
Temperature - Digital	49.0%
Thermal Cycling Instruments	10.2%
Thermometers	25.8%

Timers	26.4%
Tissue Processing Reagents	22.1%
Tubes - Caps	64.4%
Tubes - Centrifuge Tubes	35.8%
Tubes - KCRG	58.0%
Tubes - KCRH	39.0%
Tubes - Micro [Cap]	90.7%
Tubes - Microtubes	52.5%
Tubes - Other	30.0%
Tubes - Plastic	73.2%
Tubes - Storage Tubes	28.6%
Tubes - Test Tubes	40.3%
Tubes - Tube Closures	38.7%
Tubing and Tubing Connectors	38.3%
Ultrasonic Cleaners	19.5%
Vials - Sample	32.2%
Vials and Vial Inserts	34.3%
Viscometry Instruments	16.3%
Washers and Dryers for Glassware	28.1%
Waste Disposal Containers	36.6%
Water	41.3%
Water and Wastewater Testing Supplies	22.8%
Water Purification - Other	20.1%
Water Purification - Pretreatment and Polishing Systems	15.6%
Western Blotting, ELISA and Cell Imaging	7.4%
Wipes	78.2%