



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4639

This contract entered into this 21st day of July 2016, by Thomas Scientific hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From August 1, 2016 through July 31, 2018 with four (4) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MFK-880 dated November 17, 2015:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated January 7, 2016,
 - (e) Addendum No. Two dated January 27, 2016;
- (3) The Contractor's Proposal dated February 8, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 20, 2016.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
Thomas Scientific

By: _____

(Signature)

OSCAR L. JACKSON JR.

(Printed Name)

Title: _____

SALES MANAGER

7/22/16

PURCHASING AGENCY:
James Madison University

By: _____

(Signature)

Mindy Koon

(Printed Name)

Title: Buyer Specialist



**RFP # MFK-880, Scientific Equipment, Supplies, and Chemicals
Negotiation Summary for Thomas Scientific**

July 20, 2016

1. Pricing schedule included in Attachment A.
2. The period of contract shall be from August 1, 2016 through July 31, 2018 with four (4) additional 2-year periods.
3. Information for the Virginia Territory Account Manager is shown below:

Matthew Lane
Account Manager
Thomas Scientific
matthewl@thomassci.com
(757) 604-3861

4. Contractor's proposal is hereby amended as follows:
 - a. Deliveries made to the Purchasing Agency shall be FOB Destination with free shipping for standard orders. Additional fees will be charged for special handling fees for cold packed items, bulk deliveries, inside deliveries, and special packaging.
 - b. The Thomas Scientific eVA punchout catalog will be updated with contract pricing no later than 30 days after date of award.
 - c. Restocking and shipping fees will be waived for routine returns that are in original, unopened packaging. Restocking and shipping fees will apply for items ordered in error or that must be returned to the manufacturer. Contact Customer Service for returns at (800) 345-2100.
 - d. There will be no additional fees for credit card transactions.
 - e. Semi-annual spend reports will be available for James Madison University.
 - f. Quotes will contain columns identifying List Price, Percentage off List, and Contract Price.
 - g. Price Matching will be available on a case-by-case basis. Contact the Account Manager.
5. Contractor has disclosed all potential fees. Additional charges will not be accepted.

Attachment A

Thomas Scientific Price List

UCPJMU4639

EQUIPMENT

Subcategory	Manufacturer	% Discount off List
Thomas Scientific Brand Equipment and Instrumentation	Thomas Brand	16%
Eppendorf equipment, microcentrifuges, & pipettors in Thomas Price Category K	Eppendorf	21%
Eppendorf equipment, microcentrifuges & pipettors in Thomas Price Category J	Eppendorf	13%
Labline baths, refrigerators, shakers, & CO2 incubators	Barnstead / Labline	21%
Labline ovens & incubators	Barnstead / Labline	19%
Labline refrigerators	Barnstead / Labline	11%
Barnstead / Thermolyne Water Purifiers	Barnstead / Thermolyne	23%
Barnstead / Thermolyne furnaces, hotplates, heating mantles and stills	Barnstead / Thermolyne	21%
Labconco Fumehoods	Labconco	21%
Labconco evaporators, air purifiers, and glove boxes	Labconco	18%
Labconco washers, carts, rapid vaps	Labconco	15%
Mettler Toledo top loader balances	Mettler Toledo	23%
Mettler Toledo PH meters	Mettler Toledo	19%
Mettler Toledo precision balances and densitometers	Mettler Toledo	19%
Mettler Toledo titrators	Mettler Toledo	9%
Mettler Toledo microbalances	Mettler Toledo	6%
Thermo Orion titrators, meters, and electrodes	Thermo Orion	19%
Thermo / Revco freezers	Thermo Fisher	19%

SUPPLIES

Subcategory	Manufacturer	% Discount off List
Thomas Price Category X	various	39%
Thomas Price Category W	various	37%
Thomas Price Category V	various	37%
Thomas Price Category U	various	35%
Thomas Price Category T	various	33%
Thomas Price Category S	various	33%
Thomas Price Category O	various	29%
Thomas Price Category N	various	27%
Thomas Price Category M	various	22%
Thomas Price Category L	various	22%

Attachment A

Thomas Scientific Price List

UCPJMU4639

Subcategory	Manufacturer	% Discount off List
Thomas Price Category B	various	22%
Thomas Price Category K	various	18%
Thomas Price Category J	various	8%
Thomas Price Category H	various	4%
Thomas Price Category P	various	4%
Thomas Price Category Q	various	4%
Thomas Price Category F	various	1%
Thomas Price Category G	various	1%
Thomas Price Category R	various	0%
Thomas Price Category Z	various	0%

CHEMICALS

Subcategory	Manufacturer	% Discount off List
Chemicals	Avantor	up to 78%
Chemicals	Honeywell Burdick & Jackson	up to 75%
Chemicals	EMD Chemical	up to 50%
Thomas Price Category C (media reagents)	various	11%

LAB FURNITURE

Subcategory	Manufacturer	% Discount off List
Custom Laboratory Furniture purchases	various	spec'd and quoted upon request
Justrite cabinets	Justrite	27%
Bevco chairs	Bevco Precision Manuf	18%
Thomas Price Category L	various	22%
Thomas Price Category K	various	18%
Thomas Price Category J	various	8%
Thomas Price Category H	various	4%



Request for Proposal

RFP# MFK-880

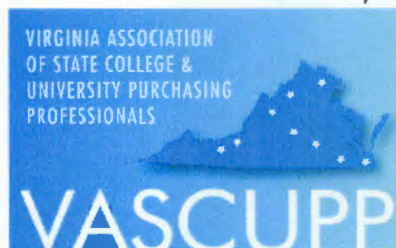
Scientific Equipment, Supplies, and Chemicals

November 17, 2015

Special Note: JMU will be closed during the following dates in observance of the Thanksgiving and Winter holidays.

November 23, 2015 – November 27, 2015

December 22, 2015 – January 1, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL

RFP# MFK-880

Issue Date: November 17, 2015
Title: Scientific Equipment, Supplies, and Chemicals
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From date of award through one (1) year with four (4) additional one year renewal periods.

Sealed Proposals will be received until 2:00 p.m. on January 14, 2016 for furnishing the services described herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All inquiries for information and clarification should be directed to: Mindy Koon, CUPO, Buyer Specialist Procurement Services, koonmf@jmu.edu 540/568-4280 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Thomas Scientific

By: Matthew Lane

1654 High Hill Rd
Swedesboro, New Jersey 08085

(Signature in Ink)

Name: 

(Please Print)

Title: Territory Account Manager, VA

Date: 2/8/2016

Phone: 856-467-2000

Web Address: www.thomassci.com

Fax #: 856-467-3087

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Email: matthew1@thomassci.com

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 my #2 MJ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES $\Rightarrow \Rightarrow$ ☐ SMALL; ☐ WOMAN; ☐ MINORITY

IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micr

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP# MFK-880

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B. SWaM Utilization Plan

C. Sample of Standard Contract

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a term contract to provide scientific equipment, chemicals, supplies, laboratory equipment, biologicals, and related items for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for 4 additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of scientific items to carry out its mission. These items include, but are not limited to scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The approximate spend for scientific items during fiscal year 2014-2015 was approximately \$1,000,000.00; however, this is subject to change annually.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University (JMU) desires to partner with contractors to provide quality scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from JMU personnel.

Describe in detail your approach to the following items.

1. Provide the link to your complete electronic catalog containing all available scientific items being offered. Include published price list or instructions on how to access published price list electronically.
2. Describe implementation of a hot list for JMU that will provide deeper discounts on frequently purchased items.
3. Note if willing to create an eVA punchout catalog for the scientific items being offered.
4. Note if you accept Small Purchase Charge Card (SPCC) payments in eVA and whether or not an end user needs to confirm via phone or email that they have made an eVA purchase with an SPCC.
5. State contact information for a local sales representative who could be dedicated to JMU.
6. List all contact information for ordering, invoicing, customer service, etc.

7. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
8. Describe delivery options and policies including dry ice charges, hazardous material charges, and installation and training if required for the scientific items being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery. Specify costs in *Section X. Pricing Schedule*.
9. Describe plan to offer a New Lab Start-up Program (if applicable).
10. Specify typical turnaround time for delivery (standard, rush, etc.) for the scientific items being offered.
11. Describe return policy and identify any associated costs. Any costs to be specified in *Section X. Pricing Schedule*.
12. Describe the process for replacement of defective, broken, or damaged scientific items.
13. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.
14. Identify any other goods or services being offered to JMU and associated costs as specified in *Section X. Pricing Schedule*.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services

unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and

return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV "Statement of Needs" of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (DSBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. "Pricing Schedule" of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	30
2. Qualifications and experience of Offeror in providing the goods/services.	20
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy

questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if

awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after

the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- X. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation

purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- AA. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time

Street or Box No.	RFP Number	

City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (DSBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual

agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- Q. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his/her proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

- R. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- S. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound ordered.
- T. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment. Refurbished equipment is not considered new.
- U. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- V. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- W. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed under resulting contract shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification at any time during the term of the contract.
- X. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
- Y. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.
- Z. RENEWAL OF MAINTENANCE: Maintenance of the equipment specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- AA. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- BB. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label from a Nationally Recognized Testing Laboratory (NRTL).

CC. DELIVERY AND STORAGE (If installation is required): It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

DD. INSTALLATION (If applicable): All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

The offeror shall provide pricing for all proposed scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample is to be used:

Category/Item	Manufacturer	Discount Off List Price

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 101.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 115 Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Virginia Commonwealth University	9 years	821 W Franklin St, Richmond, VA 23284	Jeff Croscutt (804-828-1480)
Virginia Tech	9 years	Blacksburg, VA 24061	Patricia Mullins (540) 231-9129
Enthalpy Analytical	9 years	1470 East Parham Rd., Henrico, VA 23228	Melissa Johnson (804) 887-2100 ext 122
University of Virginia	9 years	1001 N. Emmet Street, Charlottesville, VA 22904	John McHugh (434) 924-4214
University of Richmond	9 years	28 Westhampton Way, Richmond, VA 23173	Philip Joseph (804) 484-1897

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Thomas Scientific

1654 High Hill Rd.

Swedesboro, NJ 08085

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT A
OFFEROR DATA SHEET
TO BE COMPLETED BY OFFEROR

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Thomas Scientific _____ **Preparer Name:** Matthew

Lane _____

Date: 2/8/2016 _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) to be counted in the SWaM program. Certification applications are available through DSBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Franklin Young International, #103318

2/8/2016

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses for this Proposal and Subsequent Contract

Date Form Completed

Offeror / Proposer:

Thomas Scientific

1654 High Hill Rd, Swedesboro, NJ 08085

Matthew Lane (757)604-3861

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DSBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Franklin Young International	Ron Franklin (909) 931-5012	103318	Entire Thomas Scientific Catalog	7.5% of total spend with Thomas Scientific	\$0.00

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

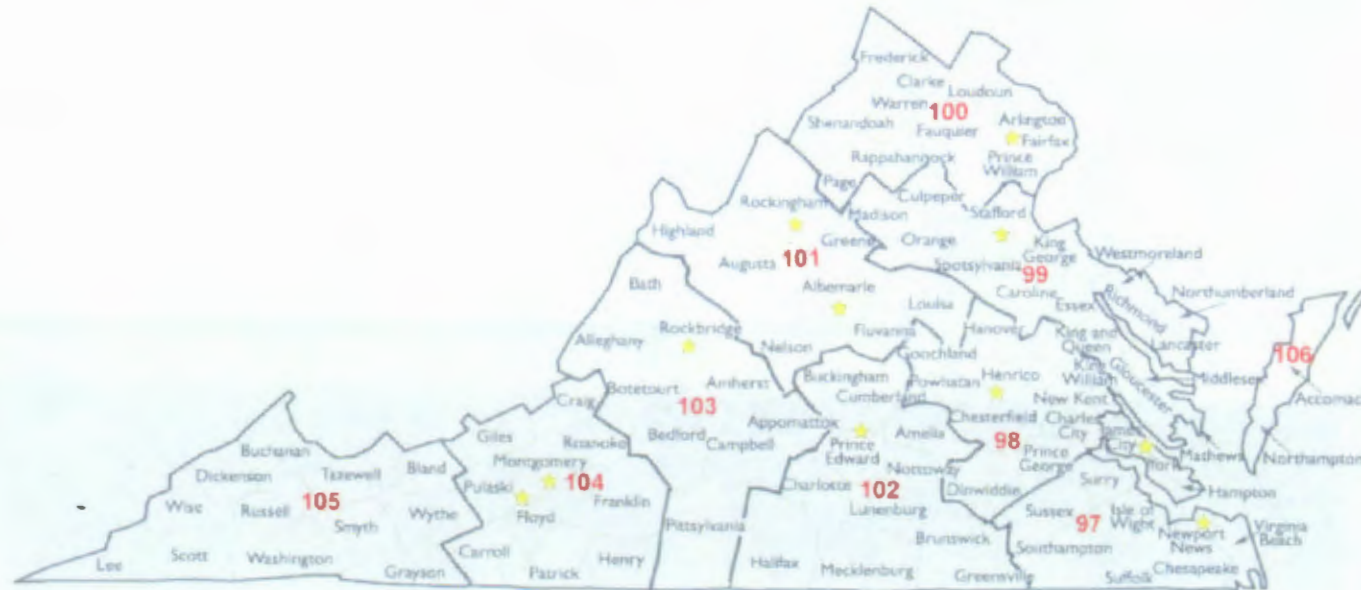
By: _____, By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 97

Old Dominion Univ (Norfolk)
College of William & Mary (Williamsburg)

Zone 100

George Mason Univ (Fairfax)

Zone 103

Virginia Military Institute (Lexington)

Zone 98

Virginia Commonwealth Univ (Richmond)

Zone 101

James Madison Univ (Harrisonburg)
University of Virginia (Charlottesville)

Zone 104

Radford University (Radford)
Virginia Tech (Blacksburg)

Zone 99

Univ Mary Washington (Fredicksburg)

Zone 102

Longwood University (Farmville)

Section V: Proposal Preparation and Submission

B. Specific Proposal Instructions

1.) RFP Cover Sheet and Acknowledged Addenda.

2.) Plan and methodology for providing the goods/services as described in Section IV “Statement of Needs” of this Request for Proposal.

- 1.) All products can be viewed at www.thomassci.com. Thomas Scientific has the ability to easily add items to the Thomas Sci. website as requested.
- 2.) Thomas Scientific will work directly with James Madison University end users and purchasing departments to obtain a hot list of items that are frequently purchased. After discounts are applied the prices will be loaded into the James Madison University specific Thomas Scientific account number which is 51447000.
- 3.) Thomas Scientific already has an eVA punchout in place. James Madison University currently is utilizing the punchout catalog Thomas Scientific has in place.
- 4.) Yes Thomas Scientific does except. No we do not require a confirmation from the end user.
- 5.) Matt Lane: Virginia Territory Account Manager (757-604-3861/matthewl@thomassci.com).
- 6.) Customer Service (800)345-2100/value@thomassci.com
 Steve Tolmie: VP of Sales (302-530-6515/stevet@thomassci.com)
 Deborah Fish: Director of Sales Support (800-345-2100 x6315/deborahf@thomassci.com)
 Oscar Jackson: Field Sales Manager (704-883-4244/oscarj@thomassci.com)
 Robin Carroll: VP of Finance (856-832-3287/robinc@thomassci.com)
 Peggy White: AR Manager (856-832-3461/peggyw@thomassci.com)
 Rosemarie Livezey: Customer Service Supervisor (856-832-3435/rosemariel@thomassci.com)
- 7.) Thomas Scientific has experience in working with multiple institutions like James Madison University including Virginia Commonwealth, University of Virginia, and Virginia Polytechnic and State University. Thomas has the ability to receive orders from these educational institutions via various methods, including a punchout catalog through eVa, written purchase orders, phone or faxed orders, orders placed directly on the Thomas Scientific website (www.thomassci.com), and if JMU utilizes Sciquest as an ordering mechanism, Thomas Scientific is a registered supplier with Sciquest.
- 8.) Thomas Scientific is flexible in that we defer our requirements to the needs of our customers. All orders for JMU will be FOB Destination and include free delivery. As opportunities arise involving installation of products being ordered via the contact, our Thomas Scientific sales team

will work with the ordering end users/purchasers to map out requirements and quote as needed prices that may go beyond the costs associated with the product(s) being ordered. The same holds true for situations involving training related to products being ordered via the contract. Equipment removal is not a standard service related to most product lines offered by Thomas Scientific, but as needed, removal services can be offered as needed. Such services may fall under the category of “special handling” and could have costs associated with them. Quotes would be provided on a case by case basis. Training plans related to new equipment would vary from product to product and be offered as needed. Where training is required from manufactures, Thomas Scientific will work hand in hand with all parties involved to make sure coordination of such training takes place and meets requirements of the end users of the equipment. Thomas Scientific, working in conjunction with key manufacturers, periodically sponsors technical seminars and training.

- 9.) Thomas Scientific has a New Lab Start Program dedicated to ensuring that a new lab has everything it needs to perform at its highest efficiency. Our dedicated sales representative will work hand in hand with end users to provide the best service and pricing available when starting a new lab (see attachment E on jump drive, New Lab Start Up Brochure).
- 10.) Standard practice is that we ship all in stock items same day. For in stock items, we currently are achieving a same day ship rate of 92%. This figure is something we are extremely proud of and which is well above the industry average. We also drop ship items directly from most of manufacturers to help decrease delivery time. If an order is a RUSH, all requirements and details need to be clearly communicated to us at the time of order placement. It is recommended that RUSH orders be placed over the phone to ensure all information is clearly communicated.
- 11.) If a return is required for a product ordered, the ordering purchaser/end user would simply need to contact our customer service supervisor or manager (see contact information above). Once initial call is made our customer service team will steer the process and provide the purchaser/end user with details on what steps to follow to ensure the return takes place, credit is issued, etc.
- 12.) A damaged or defective item will be handled similar to a retuned item. Once our customer service team is contacted they will be able to steer the process so that the customer gets the proper replacement.
- 13.) See Attachment F (sample quote) and Attachment G (sample invoice)
- 14.) See Pricing Schedule, Attachment H (on jump drive)

3.) A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

Thomas Scientific has been serving the worldwide scientific market since its founding in 1900. Thomas Scientific was a pioneer in the early 1900s by developing the first extensive catalogue available to the United States and by forming manufacturer relationships with American companies, the first being Corning. Today, Thomas Scientific employees and the company itself continue to provide great quality products while also providing expeditious customer service and solutions to all of our customers and manufacturers.

Thomas Scientific has a major advantage when trying to service the needs of our customer base being a small sized business: when issues arise that require attention, each individual in the organization is empowered to take ownership of making sure we do what needs to be done for the customer. Bureaucracy and corporate red tape does not exist, which allows for the development and implementation of plans of actions to occur in a much shorter period of time. The end result leads to quicker resolution for our customers and turnkey solutions.

“We believe you are important” is the Thomas Scientific mission statement. These words are put into action starting from the top of our organization and are filtered down throughout the company. Practicing such a mindset is the driving force that allows us to develop strong working relationships with our customers.

Thomas Scientific is an authorized distributor for over 1200 suppliers and has access to 300,000+ products that fall under the broad category of laboratory supplies and equipment. We also have a complete line of Thomas Brand supplies and equipment, which provide customers with value and reliability. Our product offering is a key component to allowing us to satisfy the needs of our broad range of customers.

The team we have in place today at Thomas Scientific is structured in such a way that allows us to focus on forming true partnership type relationships with our customers to ensure all challenges and opportunities brought forth are continuously addressed, and new challenges are identified and tackled in a timely fashion. At Thomas Scientific, we pride ourselves at being a “hands-on” personal service type organization that is able to combine a great team of people with a quality product portfolio to ensure that our customers are taken care of above and beyond their own expectations.

The entire Thomas Scientific team consists of dedicated individuals who continuously strive to go above and beyond when servicing the needs of our customers. The Thomas Scientific team is made up of people who have a strong and diverse background in servicing the needs of our customer base. Many team members have been in the Laboratory supplies industry for 20+ years.

Richard Drew, President of Thomas Scientific, fosters an atmosphere that spawns a “can do” attitude from all associates. “We believe you are important” is our mission statement that drives a total team effort to ensure we are achieving high customer satisfaction ratings.

The toll free number to contact Thomas Scientific is 800-345-2100. The following members of the Thomas Scientific team will serve as the primary points of contact related to James Madison University.

Oscar Jackson: Field Sales Manager (704) 883-4244/oscarj@thomassci.com/ 30+ years industry experience related to laboratory supplies distribution and manufacture related sales.

Matt Lane: Virginia Territory Sales Manager (757-604-3861/ matthewl@thomassci.com) / 3+ years industry experience related to laboratory supplies distribution and manufacture related sales.

Tim Tierney: Purchasing Manager of Customer Contacts (800-35-2100 x4622/ timt@thomassci.com) / 15+years industry experience related to laboratory supplies distribution.

Deborah Fish: Director of Sales Support (800-345-2100 x6315/ deborahf@thomassci.com) / 30+ years industry experience related to laboratory supplies distribution.

Rosemarie Livezey: Customer Service Supervisor (856-832-3435/rosemariel@thomassci.com) 10+ years industry experience related to laboratory supplies distribution.

4.) **Offeror Data Sheet, included as Attachment A to this RFP.** See attachment A.

5.) **Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (DSBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist. See Attachment B**

6.) **Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org**

University of Virginia: \$209,555.00 (sales from 1/1/2015 – 12/31/2015)

Virginia Commonwealth University: \$81,268.00

Virginia Tech: \$70,828.00

Old Dominion University: \$35,931.00

James Madison University: \$1,434.00

George Mason University: \$875.00

Longwood University: \$0.00

Radford University: \$0.00

College of William and Mary: \$301.21

University of Mary Washington: \$0.00

Virginia Military Institute: \$0.00

7.) **Proposed Cost. See Section X. “Pricing Schedule” of this Request for Proposal.** See attachment F

QUOTATION

Page: 1 of 2
6/18/2016



Web: www.thomassci.com • Email: value@thomassci.com
Phone: 800.345.2100 • Fax: 800.345.5232 • PO Box 99 • Swedesboro, NJ 08085

Quote #:

Please refer to quote # above

Quote Date:
Cust #:
ATTN:

Cust Phone#:
Cust Fax #:
Cust Email:

Ship To:	Bill To:

In accordance with your request :

Line #	Qty	U/M	Catalog #	Manf #	Item Desc	Unit Price	Amount
1							
Note:							
2							
Note:							
TOTAL:							

In accordance with your ref:

- * we submit for your approval the above prices, subject to the stated terms:
- * Any applicable taxes are not included in this quotation
- * Payment Terms: Net 30
- * For detail specs on catalog items offered see <http://www.thomassci.com/>
- * In case of discrepancy in prices, unit price will prevail
- * Prices quoted are firm for 30 days unless otherwise stated
- * Prices quoted are in US Dollars

Please reply to value@thomassci.com, call (800) 345-2100 or fax (800) 345-5232

Thomas Scientific Representative



*Thomas Scientific
is a Small Business*

INVOICE

1

1654 High Hill
Road
PO Box 99
Swedesboro, NJ 08085
Fed ID # 22-3336902
DUNS # 07-888-3025

Invoice No: INV0123456

Fax:
e-mail:

Sold
To: ABC SAMPLE COMPANY
ATTN: ACCOUNTS PAYABLE
YOUR STREET ADDRESS

YOUR CITY, STATE ZIP

Ship
To: DEF SAMPLE COMPANY
SHIPPING ADDRESS STREET

YOUR CITY, YS ZIP

Customer Code: NJ123400
Order No: 123456-0
Invoice Date: 1/21/2016
Customer PO No: SAMPLEORDER

Terms: N30
Date Shipped: 1/21/2016
Carrier:
FOB: ORIGIN

Ordered	Shipped	UOM	Item No / Description	Unit Price	Ext Amount
1.00	1.00	EA	SPECIAL-NHP	\$ 123.00	\$ 123.00

Sub Total:	\$ 123.00
Tax:	\$ 0.00
Freight:	\$ 0.00
Invoice Total:	\$ 123.00
Payments/Credits:	\$ 0.00
Amount Due:	\$ 123.00



2015 New Lab Start-Up



**Great deals and
exclusive offers on
everything you need
to get your new lab
started today!**

www.thomassci.com • Value@thomassci.com • 800.345.2100 • 800.345.5232 fax



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Redemption Form:

Generic Redemption Form*	Pg. 13
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**If a specific redemption form is needed for any offer, it will be noted within the offer details.*

Your Laboratory Furniture Source:

.....	Pg. 14-17
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Not sure what you need?

Getting a new laboratory set-up can get a little crazy. If you are not sure exactly what you need, take a walk through your lab with our handy Checklist that begins on page 3. Simply check off what you think you might need and see if there are any Offers on those products to save yourself some money.

If you have any questions, please feel free to reach out to your local Thomas Scientific Sales Representative. Don't have a rep yet? No problem! Call us at 800.345.2100 to speak to a customer service representative. ***We're here to help you!***

Checklist:

2015 New Lab Start-Up

CHEMICALS/REAGENTS:

- ☐ Acetone
- ☐ Acetonitrile
- ☐ Acrylamide
- ☐ Agar
- ☐ Agarose
- ☐ Chloroform
- ☐ Desiccant
- ☐ Detergent
- ☐ Dichloromethane
- ☐ EDTA
- ☐ Ethyl Acetate
- ☐ Hexane
- ☐ Hydrochloric Acid
- ☐ Magnesium Sulfate
- ☐ Media
- ☐ Methanol
- ☐ Nitric Acid
- ☐ Reagents
- ☐ Salts
- ☐ Silica Gel
- ☐ Sodium Chloride
- ☐ Solvents
- ☐ Standards
- ☐ Water

CHROMATOGRAPHY:

- ☐ Flash Chromatography Media
- ☐ Gas Chromatography
 - ☐ Columns
 - ☐ Inlet Liners/Seals
 - ☐ Septa
 - ☐ Valves
 - ☐ Purification Systems
 - ☐ Flow Meters
- ☐ HPLC
 - ☐ Columns
 - ☐ Filter Systems
 - ☐ Lamps
 - ☐ Tubing
 - ☐ Valves
- ☐ Solid Phase Extraction
 - ☐ Columns
 - ☐ Disks
 - ☐ Manifolds
- ☐ Thin Layer Chromatography
 - ☐ Plates
 - ☐ Sprayers
 - ☐ Tanks

Chromatography con't.

- ☐ Syringes
- ☐ Vials

EQUIPMENT:

- ☐ Autoclaves
 - ☐ Sterilization Indicators
 - ☐ Autoclavable Bags
- ☐ Baths, Water
 - ☐ Circulating
 - ☐ General Purpose
 - ☐ Shaking
- ☐ Centrifuges
 - ☐ Benchtop
 - ☐ Micro/Mini
 - ☐ Refrigerated
 - ☐ Rotors and Adapters
- ☐ Cryogenic Freezing
 - ☐ Boxes/Racks
 - ☐ Cell Dividers
 - ☐ Cryogenic Vials
 - ☐ Dewar Flasks
 - ☐ Labels
 - ☐ Labtop Coolers
 - ☐ Shipping Containers
 - ☐ Storage Tank
- ☐ Dispensers
 - ☐ Bottletop
- ☐ Freeze Dry Systems
- ☐ Homogenizers
- ☐ Hot Plates
 - ☐ Hot Plate Stirrers
 - ☐ Stir Bars
- ☐ Ice Makers
 - ☐ Ice Buckets
- ☐ Incubators
 - ☐ CO₂
 - ☐ Dry Block
 - ☐ General Purpose
 - ☐ Hybridization
 - ☐ Refrigerated
- ☐ Ovens
 - ☐ Forced Air
 - ☐ General Purpose
 - ☐ Hybridization
 - ☐ Vacuum

Equipment con't.

- ☐ Refrigerators/Freezers
 - ☐ Chest
 - ☐ Explosion Proof
 - ☐ Flammable Storage
 - ☐ Microprocessor
 - ☐ Ultra-Low Temperature
 - ☐ Undercounter
 - ☐ Upright
 - ☐ Thermometers
- ☐ Rotary Evaporators
- ☐ Shakers
 - ☐ Benchtop
 - ☐ Clamps
 - ☐ Incubating
 - ☐ Orbital
- ☐ Stirrers
 - ☐ Magnetic
 - ☐ Overhead
- ☐ Thermal Cycler
- ☐ Ultrasonic Cleaners
- ☐ Vacuum Pumps
 - ☐ Gauges
 - ☐ Syringeless
 - ☐ Tubing
 - ☐ Tubing Clamps
 - ☐ Vacuum Oil
- ☐ Vortexers/Mixers
- ☐ Water Purification Systems

FURNITURE:

- ☐ Cabinets
- ☐ Carts
- ☐ Chairs/stools
- ☐ Countertops
- ☐ Drying Racks
- ☐ Faucets
- ☐ Fixtures
- ☐ Fume Hoods
- ☐ Glassware Washers
- ☐ Shelving
- ☐ Sinks
- ☐ Tables, Workstations

INSTRUMENTATION:

- ☐ Balances
 - ☐ Analytical Balances
 - ☐ Top-Loading Balances
 - ☐ Micro Balances
 - ☐ Moisture Analyzer
 - ☐ Spatulas/Scoops
 - ☐ Weigh Dishes
- ☐ Barometers
- ☐ Calipers
- ☐ Colorimeters
- ☐ Conductivity
- ☐ Data Loggers
- ☐ Electrochemistry
 - ☐ Meters
 - ☐ Buffers
 - ☐ Conductivity
 - ☐ Dissolved Oxygen Probes
 - ☐ Electrodes
 - ☐ pH Electrodes
 - ☐ Stands
- ☐ Flash Point Testers
- ☐ Hydrometers
- ☐ Hygrometers
- ☐ Melting Point Apparatus
- ☐ Microplate Readers
- ☐ Microplate Washers
- ☐ Microscopes
 - ☐ Compound Microscopes
 - ☐ Stereo Microscopes
 - ☐ Digital Microscopes
 - ☐ Inverted Microscopes
 - ☐ Light Source
 - ☐ Slides & Coverslips
- ☐ Recorders
- ☐ Refractometers
- ☐ Spectrophotometer
 - ☐ Cuvettes
- ☐ Timers
- ☐ Titration
 - ☐ Electrodes
 - ☐ Karl Fischer
 - ☐ Reagents

Checklist:

LIFE SCIENCE:

- ☐ Cell Culture Supplies
 - ☐ Antibiotics
 - ☐ Media
 - ☐ Serum
- ☐ Electrophoresis
 - ☐ Acrylamide
 - ☐ Agarose
 - ☐ Gel Boxes
 - ☐ Loading Dyes
 - ☐ Molecular Weight Markers
 - ☐ Photo Documentation Equipment
 - ☐ Power Supplies
 - ☐ Running Buffers
- ☐ Immunology and ELISA
 - ☐ Microplate Reader
 - ☐ Microplate Washer
 - ☐ Antibodies (Primary/Secondary)
- ☐ Microbiology
 - ☐ Agar
 - ☐ Antibiotics
 - ☐ Media
- ☐ Molecular Biology
 - ☐ DNA and RNA Extraction & Purification Kits
 - ☐ Nucleotides
 - ☐ Polymerases And Nucleases
 - ☐ Restriction Endonucleases
- ☐ PCR
 - ☐ Nucleotides
 - ☐ Plates
 - ☐ TAQ Polymerase
 - ☐ Tubes
 - ☐ Thermal Cycles
- ☐ Protein Purification

SAFETY:

- ☐ Apparel
- ☐ Chemical Storage
- ☐ Controlled Environment
- ☐ Ear Protection
- ☐ Emergency Response
- ☐ Eye Protection
- ☐ Eye Wash Kits
- ☐ Face and Head Protection
- ☐ First Aid
- ☐ Hand Hygiene
- ☐ Radiation Protection

Safety con't.

- ☐ Respirators
- ☐ Safety Identification

SUPPLIES:

- ☐ Aluminum Foil
- ☐ Apparel
 - ☐ Aprons
 - ☐ Caps
 - ☐ Coveralls
 - ☐ Cuff Tape
 - ☐ Frocks
 - ☐ Gowns
 - ☐ Lab Coats
 - ☐ Hoods & Face Covers
 - ☐ Masks, Surgical
 - ☐ Sleeves and Oversleeves
 - ☐ Scrubs
 - ☐ Shoe and Boot Covers
 - ☐ Smocks
- ☐ Autoclave Tape
- ☐ Bags
 - ☐ Autoclave
 - ☐ Biohazard
 - ☐ Resealable Bags
- ☐ Bench Protectors
- ☐ Bottles
- ☐ Bunsen Burners
- ☐ Burets
- ☐ Centrifuge Tubes
 - ☐ 15 ML Conical Tubes
 - ☐ 50 ML Conical Tubes
 - ☐ Microtubes
 - ☐ Racks
- ☐ Clamps
- ☐ Clean Room Supplies
- ☐ Cleaners/Disinfectants
- ☐ Crucibles
- ☐ Cryogenics
 - ☐ Benchtop Coolers
 - ☐ Cardboard Storage Boxes
 - ☐ Ice Buckets
 - ☐ Plastic Storage Boxes
- ☐ Cuvettes
- ☐ Dessicators
- ☐ Dissecting Tools
- ☐ Face Masks

Supplies con't.

- ☐ Film
 - ☐ Sealing
 - ☐ Wrapping
- ☐ Filtration
 - ☐ Bottle-Top
 - ☐ Membranes
 - ☐ Paper
 - ☐ Syringe
- ☐ Flasks
 - ☐ Erlenmeyer
 - ☐ Filter
- ☐ Funnels
- ☐ Glassware
 - ☐ Beakers
 - ☐ Bottles
 - ☐ Culture Tubes
 - ☐ Cylinders
- ☐ Gloves
 - ☐ Laboratory Exam
 - ☐ Liners
 - ☐ Special Application
 - ☐ Dispensers/Holders
- ☐ Gas Regulators
- ☐ Hygiene
 - ☐ Alcohol Scrub
 - ☐ Hand Soap
 - ☐ Lotion
- ☐ Labeling Tape & Systems
- ☐ Liquid Nitrogen Dewars
- ☐ Microslides
 - ☐ Coverslips
 - ☐ Histology Cassettes
 - ☐ Staining Jars
 - ☐ Storage Boxes
- ☐ Parafilm
- ☐ Petri Dishes
- ☐ Pipets
 - ☐ Pasteur
 - ☐ Serological
 - ☐ Transfer
- ☐ Pipettors
 - ☐ Electronic
 - ☐ Manual
 - ☐ Multichannel
 - ☐ Pipette Controllers
 - ☐ Repeating
 - ☐ Single Channel
 - ☐ Tips







Supplies con't.

- ☐ Plasticware
 - ☐ Beakers
 - ☐ Bottles
 - ☐ Culture Tubes
 - ☐ Cylinders
- ☐ Plates
 - ☐ Filter Plates
 - ☐ Multiwell Plates
 - ☐ PCR
 - ☐ Sealing Mats & Films
- ☐ Storage Boxes
- ☐ Thermometers
- ☐ Timers
- ☐ Tissue Culture
 - ☐ Cell Spreaders & Scrapers
 - ☐ Cellware, Specialty Surfaces
 - ☐ Flasks
 - ☐ Roller Bottles
 - ☐ Serological Pipets
 - ☐ Tissue Culture Systems
- ☐ Tubes
 - ☐ Baskets
 - ☐ Blood Collection
 - ☐ Centrifuge
 - ☐ Culture
 - ☐ PCR
 - ☐ Test Tubes
- ☐ Vials
 - ☐ Autosampler/Chroma.
 - ☐ COD
 - ☐ Coliform
 - ☐ Environmental, EPA/VOA
 - ☐ Sample
 - ☐ Scintillation
 - ☐ Shell
- ☐ Wash Bottles
- ☐ Wipes






Offers:

2015 New Lab Start-Up

Chemical - New Lab Start-Up Offers

Offer	Brand
<p>Chemical Advantage Program: The EMD Chemical Advantage Program offers many benefits:</p> <ul style="list-style-type: none"> ✓ Improved purchasing efficiency and maximized savings ✓ Reduced Total Cost of Ownership (TCO) ✓ Reduced HAZMAT and shipping costs ✓ Reduced chemical waste <p>Download a copy of the EMD Chemical Advantage Program at: www.thomassci.com/nlsu</p> 	
<p>FREE AA (Atomic Absorption Standards): Purchase Any Two of Inorganic Venture's AA (Atomic Absorption Standards) and Receive One of Equal or Lesser Value FREE!</p>	
<p>FREE Laboratory Notebook: Purchase \$300 worth of J.T.Baker® or Macron Fine Chemicals™ Laboratory Products and Receive a Laboratory Notebook FREE!</p>	
<p>20% Discount: Purchase the Most Common Sizes of Select Standard Solutions and Receive a 20% Discount! (Includes Buffer Solutions, Fluoride Standards, Conductivity Standards, Potassium Chloride) — Promo Code: 1516 For the complete product offering of Select Standard Solvents, visit: www.thomassci.com/nlsu</p>	
<p>FREE Water Products: Purchase One Water Product (Thomas Nos. C864T27, C864T43**, C864T46**, C998Z86, C998Z89, C998Z90, C998Z91**) and Receive One Water Product FREE***!</p> <p>**Please note, for C864T43, C998Z86, and C998Z91, must buy a minimum of 4/EA or 4/CS to get 4/EA or 4/CS free. ***Limit of 3 free items per customer - items requiring a purchase of 4 count as one item. Please note, this promotion expires December 31, 2015!</p>	

Equipment/Instruments - New Lab Start-Up Offers

Offer	Brand
<p>FREE AdamDU Software: Purchase any Adam Analytical Balance and Receive AdamDU Software FREE! Value: \$99.00</p>	
<p>FREE Box of Paddle Blender Bags: Purchase a Paddle Blender (Thomas No. 1200D34) and Receive a Box of Paddle Blender Bags (Boekel No. A1905994, Qty. 250) FREE! Value: \$150.00</p>	
<p>FREE Carousel: Purchase a Mini Tube Rotator (Thomas No. 1217H25) and Receive a Carousel FREE! (Comes with one carousel, receive an additional one free.) Value: \$37.49 (Thomas No. 1217H26)</p>	
<p>FREE Universal Flask Tray: Purchase an Orbital/Reciprocal Shaking Water Bath (Thomas No. 1229U55) and Receive a Universal Flask Tray FREE! (Comes with one carousel, receive an additional one free.) Value: \$442.37 (Thomas No. 1229U57)</p>	
<p>FREE Carousel: Purchase a Tube Rotator (Thomas No. 1223R11) and Receive a Carousel FREE! (Comes with one carousel, receive an additional one free.) Value: \$136.13 (Thomas No. 1223R14)</p>	

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

Offers:

Equipment/Instruments - New Lab Start-Up Offers

Offer	Brand
FREE Platform: Purchase an Orbital Shaker (Thomas No. 1229U49) and Receive a Platform FREE! Value: \$149.01 (Thomas No. 1229U52)	
FREE Block Attachment: Purchase a Dry Block Heater 2 (Thomas No. 1199N12) and Receive a Block Insert for Eppendorf Microtubes FREE! Value: \$105.00 – No Redemption Needed!	
FREE Mini Magnetic Stirrer: Purchase a Roller Shaker (Thomas No. 1199N16) and Receive a Mini Magnetic Stirrer FREE! Value: \$73.00 – No Redemption Needed!	
FREE Tray for 50ml Tubes: Purchase a Rocker Shaker with digital display (Thomas No. 1199N17) and Receive a Tray for 50ml tubes FREE! Value: \$43.00 – No Redemption Needed!	
FREE Products: Receive 15% in Gilson Products FREE When You Spend at Least \$1,000 on Gilson Products. (15% worth of free Gilson products is an estimate based upon MSRP)	
FREE Filters: Purchase any WaterPro BT Water Purification System and Receive a set of filters FREE! Value: \$650.00 (Thomas No. 1201X68)	
FREE CentriZap Strobe Light: Purchase any CentriVap Vacuum Concentrator and Receive a CentriZap FREE! Value: \$505.00 (Thomas No. 4366R29)	
FREE Guardian Jr. Airflow Monitor: Purchase any Basic Fume Hood and Receive a Guardian Jr. Airflow Monitor FREE. Value: \$860.00 (Thomas No. 1231K56)	
FREE pH Meter and Electrode: Purchase a Qualifying METTLER TOLEDO Balance (Excellence Plus XPE or XP; Excellence XSE, XS; or NewClassic MS) and Receive a pH Meter and Electrode FREE. Value: up to \$1,775.00 Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu	 
Extra 5% Discount: Purchase a Standard Max-Homogenizing Package (Thomas Nos. 1204B41 and 1204B42) and Receive an additional 5% Discount! – Promo Code: 1516 <i>Please note, this promotion expires December 31, 2015!</i>	
Extra 5% Discount: Purchase a Multi-Gen 7XL Premium Homogenizing Package (Thomas Nos. 1204B47 and 1204B48) and Receive an additional 5% Discount! – Promo Code: 1516 <i>Please note, this promotion expires December 31, 2015!</i>	
Extra 10% Discount: Purchase a Premium Micro-Homogenizing Package (Thomas Nos. 1204B39 and 1204B40) and Receive an additional 10% Discount! – Promo Code: 1516 <i>Please note, this promotion expires December 31, 2015!</i>	
Free Pipettor: Purchase an Entris Balance (Thomas Nos. 1199G34, 1199G35, 1199G36, 1199G37, 1199G38, 1199G39, 1199G40, 1199G41, 1199G42, 1199G43, 1199G44, 1199G45, 1199G46, 1199G47, 1199G48) and Receive a Proline Plus Single Channel Pipettor FREE! Value: \$238.00 (Choose from Thomas Nos. 1228L54, 1228L55, 1228L56, 1228L57, 1228L58, 1228L59, 1228L60, 1228L61) <i>Please note, this promotion expires December 31, 2015!</i>	

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

Equipment/Instruments - New Lab Start-Up Offers

Offer	Brand
FREE Stand and Tips: Purchase a mLINE® Multipack (Thomas Nos. 1199B24, 1199B25, 1199B26, 1199B27) and a Linear Stand and Racks of Matching Tips are Included FREE! – No Redemption Needed!	 sartorius
FREE Product: Purchase a Vivaspin, Minisart, Sartolab, or Pipette Tip Product and Receive One Vivaspin, Minisart, Sartolab, or Pipette Tip Product FREE! (Free product redemption of equal or lesser value.) <i>Please note, this promotion expires October 31, 2015!</i> <i>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</i>	 sartorius 
FREE Capillary Tubes: Purchase a Stuart Melting Point SMP10/120v/60 (Thomas No. 1217P84) and Receive a Pack of Capillary Tubes; SMP2/1 (Thomas No. 1217P97), SMP10/1 (Thomas No. 1217P95) or SMP1/4 (Thomas No. 6428T88) FREE! Value: \$36.48 - \$51.57	
Extra 10% Off: Purchase a Stuart SSM5/120v/60 Mini Microtitre Plate Shaker (Thomas No. 1227Y88) and Receive an extra 10% off! Promo Code: 1516 <i>Please note, this promotion expires December 31, 2015!</i>	
FREE SA7 Fixed Speed Vortex Mixer: Purchase Techne's qPCR Real Time Thermal Cycler (Thomas No. 1190M39) and Receive a SA7 Fixed Speed Vortex Mixer FREE! Value: \$336.21 (Thomas No. 1200U17)	
20% Off Meter Kits : Purchase an Orion Star A211 (Thomas Nos. 1218X34, 1218X35, 1208M65); an Orion Star A212 (Thomas Nos. 1218X38, 1218X39, 1218X40); an Orion Star A213 (Thomas Nos. 1218X43, 1218X44, 1218X45); an Orion Star A214 (Thomas Nos. 1218X48, 1218X49, 1218X50, 1218X51, 1218X52); an Orion Star A215 (Thomas Nos. 1218Y22, 1218X53); or an Orion Star A216 (Thomas Nos. 1218X54, 1218X55); and Receive a White Light Plate and Paper Kit FREE! Value: \$421.00 – Promo Code: 1516 <i>Please note, this promotion expires December 31, 2015!</i>	
FREE Dock-to-Dock Shipping: Purchase a Thermo Scientific Revco Laboratory Refrigerator or Freezer, 23 cu ft or Larger and Receive Dock-to-Dock Shipping Within the Continental U.S. FREE! Qualifying Products Include: <div> Chromatography Refrigerators 8050M01, 8050M04, 1228Y87, 1228Y88, 8050M10, 8050M13, 8050M19, 8050M22 Pharmacy Refrigerators 1228Y90, 8050K63, 1228Y91, 8050K66, 8050K69 Enzyme Freezers 5144S04, 5144S05, 1203X08, 1203X09 </div> <div> General Purpose Laboratory Refrigerators 0804B41, 0804C20, 1229X80, 1229X81, 1229X82, 1229X83, 0804B42, 0804C22, 8050K04, 8050K07, 1207N98, 1207N97 General Purpose Laboratory Freezers 5144R97, 5144R98, 5144R99, 5144S01, 5144S02, 5144S03 General Purpose Freezers 5144S06, 5144S07, 1203X04, 1203X05 </div> <div> Blood Bank Refrigerators 8050K29, 8050K32, 1228Y89, 8050K41, 8050K44 Plasma Freezers 5144R83, 5144R84, 5144R85, 5144R86, 5144R87, 5144R88 </div> <i>Please note, this promotion expires December 31, 2015!</i>	
FREE Magnetic Stirrer: Purchase Any TS Heratherm™ GP, AP, or APS Series Oven and Receive a Magnetic Stirrer- RT Basic Series, 170mm top, FREE! Value: \$207.00 (Thomas No. 1199A22)	
FREE TS Tube Revolver: Purchase Any TS Heratherm™ GP, AP, or APS Series Incubator and Receive a TS Tube Revolver FREE! Value: \$400.00 (Thomas No. 1199A86)	
FREE Stacking Kit: Purchase 2 Thermo Scientific Bottle Rollers (Thomas No. 1199A93) and Receive a Stacking Kit FREE! Value: \$90.00 (Thomas No. 1199A98)	

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

Equipment/Instruments - New Lab Start-Up Offers

FREE Block: Purchase a Digital Heating/Cooling Drybath (Thomas No. 1199A72) and Receive a Block of Your Choice FREE! Value: **\$171.00 - \$280.14** (Thomas Nos. 1199A74-1199A85)

Thermo
SCIENTIFIC

FREE Vortex Mixer: Purchase 3 Thermo Scientific Vortex Mixers (Thomas No. 1199A32) and Receive a 4th FREE! Value: **\$450.00** (Thomas No. 1199A32)

Thermo
SCIENTIFIC

10 FREE Inventory Storage Racks: Purchase Any Thermo Scientific TS Model ULT Freezer (TSE, TSD, and/or TSC Series) and Receive:

TSE Models: for 1212T66 choose:

- ☐ 1217B16 Sliding drawer rack
- ☐ 1217B18 Adjustable side access rack

TSE Models: for 1212T67 and 1212T68 choose:

- ☐ 1217B20 2" Sliding drawer rack
- ☐ 1217B27 Adjustable side access rack

TSE Models: for 1212T69 choose:

- ☐ 1217B22 Adjustable side access rack
- ☐ 1217B23 2" Sliding drawer rack

TSD Models: for 1212T77 choose:

- ☐ 1217B16 Sliding drawer rack
- ☐ 1217B18 Adjustable side access rack

TSE Models: for 1212T70 and 1212T71 choose:

- ☐ 1217B20 2" Sliding drawer rack
- ☐ 1217B27 Adjustable side access rack

TSC Models: for 1212T73 and 1212T77 choose:

- ☐ 1217B35 2" Box rack

TSC Models: for 1212T74, 1212T75, 1212T76, 1212T78, 1212T79, 1212T80 choose:

- ☐ 1217B37 2" Box rack

Thermo
SCIENTIFIC

Download the promotional flyer for redemption and details at:
www.thomassci.com/nlsu



Please note, this promotion expires December 31, 2015!

FREE Platform and Clamp Starter Kit: Purchase a MaxQ Shaker and Receive a Universal Platform and Clamp Start Kit FREE! See list below for FREE Platform and Clamp Starter Kit:

MaxQ 2000
S013C00, S013C01

FREE Platform
0522J28

FREE Clamp Starter Kit
30129

Value: \$878.00

MaxQ 2506
S013C02

FREE Platform
0522J28

FREE Clamp Starter Kit
30129

Value: \$878.00

MaxQ 2508
S013C03

FREE Platform
0522J28

FREE Clamp Starter Kit
30129

Value: \$878.00

MaxQ 3000
S013C04, S013C05

FREE Platform
8291L10

FREE Clamp Starter Kit
30129

Value: \$2,528

MaxQ 4450
S013C06, S013C07,
S013C08, S013C09

FREE Platform
0522J28

FREE Clamp Starter Kit
30129

Value: \$878.00

MaxQ 4000
S013C10, S013C11
S013C12, S013C14

FREE Platform
8291K10

FREE Clamp Starter Kit
30129

Value: \$993.00

MaxQ 5000
S013C16, S013C17,
S013C18, S013C19

FREE Platform
8291L10

FREE Clamp Starter Kit
30129

Value: \$2,528.00

MaxQ 6000
S013C20, S013C21

FREE Platform
8291K10

FREE Clamp Starter Kit
30129

Value: \$993.00

MaxQ 8000
S013C22, S013C23

FREE Platform
238061

FREE Clamp Starter Kit
236099

Value: \$1,709.00

MaxQ 7000
S013C24

FREE Platform
8290T38

FREE Clamp Starter Kit
30129

Value: \$837.00

Thermo
SCIENTIFIC

Please note, this promotion expires December 31, 2015!

FREE RT2 Basic Hotplate Stirrer: Purchase 2 RT2 Advanced Hotplate Stirrers (Thomas No. 1199A14) and Receive a RT2 Basic Hotplate Stirrer FREE! Value: **\$650.00** (Thomas No. 1199A09)

Thermo
SCIENTIFIC

Offers:

2015 New Lab Start-Up

Equipment/Instruments - New Lab Start-Up Offers

4th Product FREE: Purchase Any 3 Qualifying Rocker, Rotator, Mixers (Thomas Nos. 1199A42, 1199A48, 1199A50, 1199A55) and Receive a 4th FREE! (Free model is equivalent to the least expensive model purchased)	
FREE \$50 Visa Gift Card: Purchase a Qualifying Thomas® Brand Microscope (Thomas Nos. 1191D97, 1191D96, 1191D81, 1191D82, 1191D83, 1191D84, 1191D85, 1191D86, 1191D87, 1191D88, 1191D89, or 1191D90) and Receive a \$50 Visa Gift Card FREE! Value: \$50.00	
FREE Support Rod and Clamp Kit: Purchase a Thomas® Brand Hotplate-Stirrer (Thomas Nos. 1224Q76, 1224Q74 1235A21 1235A25 1235A29 1235A33 1224Q75 1224Q73 1235A20 1235A24 1235A28 1235A32) and Receive a Support Rod and Clamp Kit FREE. Value: \$119.00 (Thomas No. 1217Q55) <i>Please note, this promotion expires December 31, 2015!</i>	
FREE Stainless Steel Universal Platform: Purchase a Thomas® Brand Shaker (Thomas Nos. 1217Q99, 1217R00, 1217R01, 1217R02, 1228L34, 1228L36, 1228L38, 1228L39, 1228L40, 1228L41, 1228L42, 1228L43, 1227W83, 1227W85, 1227W86, 1217Q97, 1217Q98, 1231A87, 1231A88, 1231A89, 1231A90) and Receive a Stainless Steel Universal Platform FREE. <i>Please note, free platform ships with shaker and promotion expires December 31, 2015!</i>	
FREE Modular Heating Block: Purchase a Thomas® Standard or Advanced Block Heater (Thomas Nos. 1231H05, 1231H06, 1231H07, 1231H08, 1231H09, 1231H10, 1231H11, 1231H12, 1231H13, 1231H14, 1231H15, 1231H16, 1231H17, 1231H18, 1231H19, 1231H20, 1231H21, 1231H22, 1231H23, 1231H24) and Receive a Modular Heating Block FREE! (Troemner Nos. 949108, 949113, 949110, 949151, 949103, 949104) <i>Please note, this promotion expires December 31, 2015!</i>	
FREE Block: Purchase a Talboys Thermal Shake Touch or Cooling Thermal Shake Touch with a 1.5mL Microtube Block (Thomas Nos. 1207U27, 1207U28, 1207U29, 1207U30, 1207U31, 1207U32, 1207U33, 1207U34) and Receive an Additional Block FREE! (Thomas Nos. 1207U35, 1207U36, 1207U38) <i>Please note, this promotion expires December 31, 2015!</i>	
FREE Vortex Mixer: Purchase Three (3) Talboys Vortex Mixers (Thomas Nos. 1190M23, 1190M25, 1190M27, 1190M31) and Receive a Fourth Talboys Vortex Mixer FREE! Value: \$700.00 – No Redemption Needed! <i>Free Vortex Mixer must be of equal or lower price than the lowest value vortex mixer purchased.</i> <i>Please note, this promotion expires December 31, 2015!</i>	
FREE White Light Plate and Paper Kit: Purchase a PhotoDoc-It UV Transilluminator (Thomas Nos. 1190A90 or 1190A91) and Receive a White Light Plate and Paper Kit FREE*! Value: \$421.00 – No Redemption Needed! <i>Please note, this promotion expires December 31, 2015!</i>	

Safety - New Lab Start-Up Offers

Offer	Brand
FREE Coverall Face Shields: Purchase five (5) Cases of the Critical Cover® AlphaGuard® Lab Coats (any size) (Thomas Nos. 1230P90, 1230P91, 1230P92, 1230P93, 1230P94) and Receive One Case of Coverall® Face Shields FREE! Value: \$263.22 (Thomas No. 1229E93)	
FREE Box of Gloves: Purchase 1 Case of Ultraform® Gloves (Thomas Nos. 1209R88, 1209R89, 1209R90, 1209R91, or 1209R92) and Receive 1 Box of the Same Size FREE! Value: \$34.44 (Thomas No. 1209R88, 1209R89, 1209R90, 1209R91, or 1209R92 - Box Qty Only!)	

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

Offers:

Supplies - New Lab Start-Up Offers

Offer	Brand
<p>FREE Products plus a T-Shirt: Purchase \$500* in BrandTech® products and Receive \$100 (list price) in BrandTech® products plus a Lab Rat T-shirt FREE!</p> <p><i>*After actual expenditure, after dealer discount, if any.</i></p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>Please note, this promotion expires December 31, 2015</i></p> 	
<p>FREE Starter Set: Purchase Two (2) Transferpette® multichannel pipettes (S style or electronic) (Thomas Nos. 1213D90, 1213D87, 1213D88, 1213D89) and Receive a Transferpette® S Starter Set FREE!</p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>Please note, this promotion expires December 31, 2015</i></p> 	
<p>FREE macro™ Pipette Controller: Purchase 2 (Two) macro™ Pipette Controllers (Thomas Nos. 1203F47, 1200J47, 1203F48, 1200J46) and Receive 2 (Two) macro™ Pipette Controllers FREE!</p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>Please note, this promotion expires December 31, 2015</i></p> 	
<p>FREE Dispensette® Dispenser: Purchase 3 (Three) Dispensette® Dispensers (Thomas Nos. 7755L60, 7755L62, 7755L64, 7755L66, 7755L68, 7755L70, 7755L72, 7755L74, 7755L76, 7755L78, 7755L80, 7755L82, 7755L84, 7755L86, 7755L88, 7755L90, 7755C62, 7755C65, 7755C68, 7755C71, 7755C74, 7755C77, 7755C80, 7755C83, 1224B86) and Receive One Dispenser FREE*!</p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>*Free dispenser of equal or lesser value. Please note, this promotion expires December 31, 2015</i></p> 	
<p>FREE Transferpette® S Pipette: Purchase 3 (Three) Transferpette® S Pipettes (Thomas Nos. 1222C69, 1205W03, 1222C70, 1222C71, 1222C72, 1222C73, 1222C74, 1222C75, 1222C76, 1215C27, 1215C28, 1215C29, 1215C30, 1215C31, 1215C32, 1215C33, 1224B81) and Receive One Transferpette® S Pipette FREE*!</p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>*Free dispenser of equal or lesser value. Please note, this promotion expires December 31, 2015</i></p> 	
<p>FREE Products: Purchase a VACUUBRAND® Pump or System (ME2c NT, RZ2.5, MZ2C NT, MD12, PC3001 VARIO^{PRO}) and Receive \$500 in Products* FREE! <i>*Free products must be a list price</i></p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>Please note, this promotion expires December 31, 2015</i></p> 	

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

Supplies - New Lab Start-Up Offers

Offer	Brand
<p>FREE Lab Support Jack: Purchase 3 (Three) Bochem Lab Support Jacks (Thomas Nos. 8854L72, 8854L75, 8854L78, 8854L81, 8854L84, 8854L87, 1218R80, 1218R81, 1218R82, 1218R83, 1218R84, 1218R85, 1218R74, 1218R75, 1218R76, 1218R77, 1218R78, 1218R79) and Receive a Lab Support Jack FREE*!</p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> <p><i>*Free lab support jack of equal or lesser value. Please note, this promotion expires December 31, 2015</i></p> 	
<p>FREE Product: Purchase \$500 Worth of any CELLTREAT products and Receive \$250 in Products of Your Choice FREE!</p> <p><i>Please note, offer is limited to a maximum of \$500 in free product, per customer.</i></p> <p>To request a delayed shipment of free products, please email RebeccaN@thomassci.com</p>	
<p>FREE Lab Supplies: Purchase Corning Cell Culture Products and Receive Lab Supplies Equal to 25% of Your Total Purchase FREE!</p> <p><i>For example... Purchase \$1,000 in products from any of Corning's family of brands and get \$250 in free supplies.</i></p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> 	
<p>FREE Beaker Mug: Purchase \$200 of PYREX® Glassware and Receive 100th Anniversary Commemorative Beaker Mug FREE!</p> <p>Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu</p> 	
<p>FREE Carboy: Purchase 2 Dynalon LARGEWARE Carboys and Receive One Dynalon LARGEWARE Carboy FREE!</p>	
<p>FREE Beakers: Purchase a Drying Rack (Thomas No. 1216L86) and Receive a Set of Beakers FREE! (Thomas Nos. 1211Y51, 1211Y52)</p>	
<p>FREE 2.5 L Carboy: Purchase (1) 20 L or Larger Carboy and Receive a 2.5 L Carboy FREE! Value: \$55.66</p>	
<p>FREE GHS Compliant Wash Bottle: Purchase 3 GHS Compliant Wash Bottles (Thomas Nos. 1190V90, 1190V91, 1190V92, 1190V93, 1190V94, 1190V95, 1190V96, 1190V97, 1190V98, 1190V99) and Receive One GHS Compliant Wash Bottle FREE! Value: \$9.90 <i>Please note, this promotion expires December 31, 2015.</i></p>	
<p>FREE Drying and Draining Rack: Purchase 2 Drying and Draining Racks (Thomas No. 1224M36) and Receive One Drying and Draining Rack FREE! Value: \$225.01 <i>Please note, this promotion expires December 31, 2015.</i></p>	

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

Offers:

Supplies - New Lab Start-Up Offers

Offer	Brand
FREE Grip Rack: Purchase 2 Grip Racks (Thomas Nos. 1216P43, 1216P44, 1201J31, 1201J32) and Receive One Grip Rack FREE! Value: \$16.00 - \$21.90 <i>Free Grip Rack of equal or lesser value Please note, this promotion expires December 31, 2015.</i>	
FREE Carboard Storage Box: Purchase 2 Cardboard Storage Boxes (Thomas Nos. 1216M62, 1216M64, 1216M66, 1216M68, 1216M70, 121672, 1216M74, 1216M76) and Receive One Cardboard Storage Box FREE! Value: up to \$163.90 Free Cardboard Box of equal or lesser value <i>Please note, this promotion expires December 31, 2015.</i>	
FREE Product: Purchase \$1,000 Worth of any Kimble® products and Receive up to \$250 in Products of Your Choice FREE!	
FREE Product: Purchase \$200 Worth of Thermo Scientific Nalgene Labware Variety or Value packs and Receive a 3L Nalgene Beaker FREE! Value: \$52.50 <i>Please note, this promotion is limited to 3 per lab and expires December 31, 2015!</i>	
FREE Product: Purchase \$500 of Nalgene and/or Nunc Products and Receive up to \$250 in Product FREE! <i>Please note, free product is based on list price and full case quantities only!</i>	
FREE Coleman™ Chest Cooler: Purchase \$600 Worth of Products from the Thermo Scientific Environmental Sample Container Catalog and Receive a 48 qt. Coleman™ Chest Cooler FREE! <i>Please note, this promotion expires December 31, 2015 or until supplies last!</i>	
FREE Single Channel Pipette: Purchase a Thermo Scientific Finnpiptette F-series Good Laboratory Pipetting Kit (Thomas Nos. 1224X06, 1224X07, 1224X08, 1220P68, 1224X09, 1224X10, 1224X11, 1220P69) and Receive a Single Channel Pipette FREE! Value: 40% Savings!	
FREE Calibrex™ 525/530 Bottle Top Dispenser: Purchase 3 Calibrex™ 525/530 Bottle Top Dispensers (Thomas Nos. 1203J05, 1203J06, 1203J07, 1203J08, 1203J09, 1203J10, 1196U56, 1196U57, 1196U58, 1196U59, 1196U60, 1196U61) and Receive One FREE! Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu <i>Please note, this promotion expires December 31, 2015</i>	 
FREE Case of Benchmate Racks: Purchase 2 Cases of CryoELITE® Cryogenic Vials (Thomas Nos. 1226R51, 1226R45, 1226R46, 1226R47, 1226R48, 1226R49, 1226R50, 1226R71, 1226R62, 1226R63, 1226R64, 1226R65, 1226R66, 1226R67) and Receive One Case of Benchmate Racks FREE! Value: \$118.72 Download the promotional flyer for redemption and details at: www.thomassci.com/nlsu <i>Please note, this promotion expires December 31, 2015</i>	 

Unless otherwise indicated, please use the Redemption form located on Page 13 for any free product offers.

New Lab Start-Up Redemption Form

Here's How It Works:

1. Order products from Thomas Scientific by calling 800.345.2100 or fax order to 800.345.5232 (Products for each Lab Start-Up offer must be on the same purchase order).
2. Complete the New Lab Start Up Redemption form below for free items.
3. Fax your completed redemption form along with your Thomas Scientific proof of purchase to: Thomas Marketing at **856.467.5167**, or you may email to: **Marketing@thomassci.com**.
4. When redeeming offers with more than one choice, indicate your free product selection.
5. If all of your offers do not fit on this page, please include additional copies of this form. Additional copies of this form can be found at: www.thomassci.com/nlsu
6. Relax, your free products are on the way.

Offers valid April 1, 2015 through March 31, 2016, unless otherwise noted. For each lab start up, limit one of each special offer. Special offers must be on a single order. Free products must be of equal or lesser value than those purchased. Offers are subject to change without notice. Free goods must be ordered within 90 days of new lab start up. Thomas Scientific reserves the right to offer these promotions to new laboratories only. Proof of a new laboratory may be required (letter from administrator or Principal Investigator). New lab Start-Up Offers can not be combined with any other offers. Please allow 4 – 6 weeks for delivery of free goods.

Account Information

Name _____ Date _____
 Organization _____
 Account No. _____
 Ship To Address _____
 Room/Bldg./Dept. _____
 City _____ State _____ Zip _____
 Phone _____
 Email _____

Please Enter Offer Information Here

Office Use only

Thomas No. of Purchased Item*	QTY. Purchased	Thomas No. of eligible FREE Item*	QTY. FREE

Mfr. No of Purchased item	Mfr. No. of FREE Item

Thomas Scientific Proof of Purchase (invoice or packing slip) MUST accompany redemption form!



Your Laboratory Furniture Source



**Biosafety Cabinets • Benches • Carts • Cabinets • Countertops
Emergency Eyewash Stations and Showers • Fixtures
Glassware Washers • Fume Hoods & Enclosures • Laboratory Seating
Safety Storage Cabinets • Shelving • Tables**



About Thomas Scientific Furniture . . .

We offer a wide range of laboratory furniture, including, carts, countertops, enclosures and hoods, fixtures, safety cabinets, seating, tables and much more.

In addition, we offer custom laboratory design and installation*.

Whether you are modernizing your current laboratory or designing/expanding a new one, we are available to assist you from concept, through design and installation*.

We bring you the best brands in the industry:



Honeywell



METTLER TOLEDO



Thomas Scientific Furniture is a commitment to Customer Satisfaction. From Start to Finish, we offer complete Customer Support.



Safety Storage Cabinets

Flammable, acid-corrosive and drum storage cabinets are available in a variety of sizes and colors.



Glassware Washers and Fixtures

Glassware washers are available in a variety of models, as well as service fixtures, sinks and faucets.



Carts and Shelving

Shelving available in a variety of sizes to provide extra storage. Carts available in a variety of materials and sizes.



Tables

Mobile and stationary balance tables are available.



Laboratory Seating

We have a wide selection of ergonomic chairs and stools in a variety of colors.



Fume Hoods, Enclosures and Biosafety Cabinets

We offer a wide range of chemical fume hoods and enclosures for your laboratory. Whether you need a light duty hood system for toxic fumes, or specialized ventilation equipment for unique applications, we offer a solution. As well as Biological Safety Cabinets that provide personnel, product and environmental protection from hazardous particulates such as agents that require Biosafety Level 1, 2 or 3 containment.

* Contact your Thomas sales representative for more information



About Thomas Scientific Furniture . . .



Cabinets and Countertops

Casework available in 10 standard colors or custom colors upon request. Cabinets have optional hinged or sliding doors that are available in solid or glass. Countertops available in epoxy resin, phenolic core, stainless steel and plastic laminate.



Benches

Modular bench systems that use static or suspended casework. Designed around the customers specific needs.



Choose your seat.....



Thomas No. 1207A75

Thomas No. 1207B41

Polyurethane medium bench chair with chrome foot ring



Thomas No. 1207B41



Thomas No. 1207B16

Vinyl desk height stool with NO BACK

15 Year Warranty on Parts!

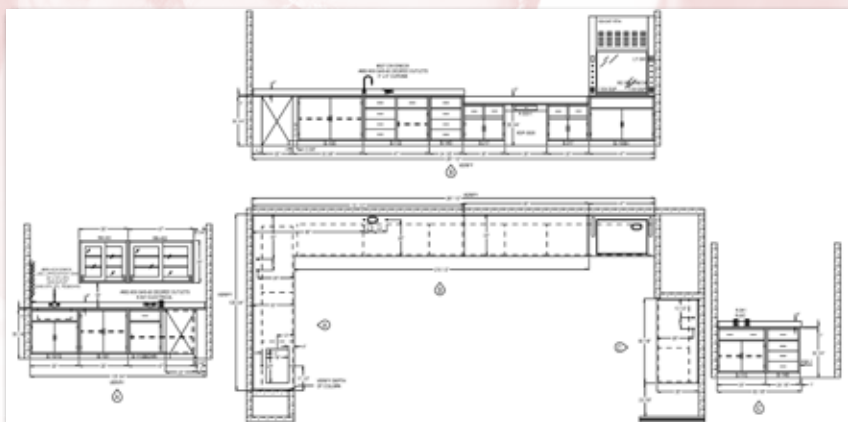
Lifetime Warranty on Pneumatic Cylinder

Chairs and Stools

Custom Laboratory Projects

Consultation. Selection. *Design.*

We are here to listen. Call us today to discuss your project. We offer product consultation, CAD drawings and pricing proposals.



Design: We will analyze the layout and provide a CAD drawing along with a customized pricing proposal based on the design .



Consultation: Let's discuss your needs, time frame and budget . From there, we will recommend quality product to suit your needs.

Delivery. Installation.

Need it fast? Many of our Quick Ship program items can be delivered within 10 days or less! Our quick ship selection can be found at www.thomassci.com/furniture.



Delivery: For custom orders, your project will be blanket wrapped and shipped directly to your laboratory.



Installation: We offer installation of your new furniture. Please contact your Thomas Representative for more information.

**To learn more about Thomas Scientific Furniture,
contact your Thomas Representative or call 800.345.2100
www.thomassci.com/furniture**



January 7, 2016

**ADDENDUM NO. 1
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# MFK-880**
Dated: **November 17, 2015**
Commodity: **Scientific Equipment, Supplies, and Chemicals**
RFP Closing On: **January 28, 2016 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

The deadline for the receipt of sealed proposals has been extended until 2:00p.m. on January 28, 2016.

Signify receipt of this addendum by initialing "*Addendum #1*" on the signature page of your proposal.

Sincerely,

Mindy Koon, MS, CUPO
Buyer Specialist
Phone: (540-568-4280)



January 27, 2016

**ADDENDUM NO. 2
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# MFK-880**
Dated: **November 17, 2015**
Commodity: **Scientific Equipment, Supplies, and Chemicals**
RFP Closing On: **February 11, 2016 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

The deadline for the receipt of sealed proposals has been extended until 2:00p.m. on February 11, 2016.

If your firm has already submitted a proposal and does not need to make any changes, no further action is required.

Signify receipt of this addendum by initialing “*Addendum #2*” on the signature page of your proposal.

Sincerely,

Mindy Koon, MS, CUPO
Buyer Specialist
Phone: (540-568-4280)

QUOTATION

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7/6/2016



Web: www.thomassci.com • Email: value@thomassci.com
Phone: 800.345.2100 • Fax: 800.345.5232 • PO Box 99 • Swedesboro, NJ 08085

Quote #:

Please refer to quote # above

Quote Date:
Cust #:
ATTN:

Cust Phone#:
Cust Fax #:
Cust Email:

Ship To: Bill To:

In accordance with your request :

Line #	Qty	U/M	Catalog #	Manf #	Item Desc	Unit Price	Amount	List Price	Discount %
Note:									
TOTAL:									

In accordance with your ref:

- * we submit for your approval the above prices, subject to the stated terms:
 - * Any applicable taxes are not included in this quotation
 - * Payment Terms: Net 30
 - * For detail specs on catalog items offered see <http://www.thomassci.com/>
 - * In case of discrepancy in prices, unit price will prevail
 - * Prices quoted are firm for 30 days unless otherwise stated
 - * Prices quoted are in US Dollars
- Please reply to value@thomassci.com, call (800) 345-2100 or fax (800) 345-5232

Thomas Scientific Representative

Due to the size of the electronic itemized price list submitted by Thomas Scientific dated February 8, 2016 in response to RFP #MFK-880 dated November 17, 2015, the price list has been redacted from the electronic and paper copies of the contract and is saved electronically. An updated itemized price list was also provided as a result of negotiations and has been redacted from the electronic and paper copies of the contract and saved electronically for Contract # UCPJMU4639.