

Attachement D - Net Priced Items (Smoothing Proposal)

Catalog Nbr	Description	SU CHP Price	AU CHP Price
02681321	2.0MLGRD FLTP LW RT-NST 250/PK	17.94	317.48
S79585XL	FB NITRILE GLV PF LF 100/PK XL	18.17	160.78
SH3052903	WATER CELL CULTURE 1000ML	10.57	-
19050550D	GLV NTRL EXM FB ALOE XL 100/PK	16.69	147.70
14827109	CONTAINER PHLEB PLAS RD 1QT	1.64	25.68
SP15100	PERMOUNT FISHER 100ML	18.03	107.77
1495712B	CULT TUBE YW 12X75MM 1000/CS	38.00	-
PI24590	GELCODE BLUE STAIN REAGENT	45.14	-
09795E	FILTER PAPER 121/2CM 100/PK	5.12	-
SH3024302	DMEHIGH WSOD PYR1000ML	15.84	-
02681463	GRAD FLAT TOP CERT LO 250/PK	21.28	-
05408132	MCT N/S 1.5ML BL 500/PK	26.99	-
PI28398	TRIS-HEPES-SDS BUFFER 10PK	40.34	-
1399233	DIVIDER GRID 9/16"64CELL 12/PK	45.20	-
421025	ISOPROPYL ALCOHOL, 70%, 10 L	59.71	-
11394200	GLV CRYO MID ARM 14"LG 1PR	95.89	-
TF4000014	FORMA 2" BOX	2.19	-
09801AA	FILTER PPR 2.5CM MED 100/PK	3.19	-
1139416F	GLV LATEX LW GRN S09 100/PK	9.59	-
1138888C	GLOVE N-DEX 8 MIL LRG 50/PK	18.40	-
02681458	MCT GRD FL TP SNP 1.5ML 500/PK	28.84	-
02681368	SCREW CAP W/ O-RING-MIX 500/PK	51.97	-
191301178D	MAXIFLEX NITRILE BLK SZ L DZ	55.63	-
09795B	FILTER PAPER 7CM 100/PK	3.52	-
S47574B	FILTER PAPER 9CM 100SH/PK	3.67	-
09801A	FILTER PAPER 7CM 100/PK	3.83	-
S68069	STIR BAR W/PIVOT RING 5/16X1"	4.12	-
S32202	BURET FUNNEL	4.96	-
SH3025601	PBS 1X .0067M PO4 500ML	7.68	-
S90207	FB CLIP-ON STOPWATCH	9.40	-
19170357B	GLV SM NDEX NIT 4MIL TEX 100PK	13.37	-
189994542	FB FACESHIELD HEADGEAR COMBO	15.28	-
1449025	BIOLOGICAL INDCATOR BOX 5/PK	23.28	-
05408135	MCT N/S 1.5ML OR 500/PK	26.72	-
125485C	FF COV GLASS #1 40X22MM 1OZ/PK	14.43	125.51
12548B	FF COV GLASS #1 22X22MM 1OZ/PK	14.49	126.05
19050173C	GLV NITRICARE EXAM LRG 100/PK	10.89	96.36
05408128	MCT N/S 0.5ML AST 500/PK	26.23	232.07
19041427	RESP 9210 N95 PART 20/PK	20.45	245.47
098035A	FILTER PAPER 51/2CM 100/PK	3.46	-
19039238	OPTEMA BLK FR/TSR GRY LENS	3.94	-
09801C	FILTER PAPER 11CM 100/PK	4.53	-
S68070	STIR BAR W/PIVT RING 5/16X1.5"	5.17	-
S67003	FB CONTEMPO SPEC BLK/F CLR/L	6.60	-
1368117	RUBBER INSERT 2/PK	6.86	-
09795F	FILTER PAPER 15CM 100/PK	6.87	-

09795G	FILTER PAPER 181/2CM 100/PK	9.43	-
1139416E	GLV LATEX LWT GRN S08 100/PK	9.59	-
S90203	FB TIMER CLOCK W/ MAG CLIP	11.43	-
1138888B	GLOVE N-DEX 8 MIL MED 50/PK	18.40	-
S70091	ACETONE EDUC GRD 4L	24.83	-
D128500	DIMETHYLSULFOXIDE CR ACS 500ML	35.82	-
14357Q	FISHERBRAND SCOOPULA SS PK/6	59.47	-
PI21059	RESTORE WESTERNBLOT STRP 500ML	100.85	-
02681461	GRAD FLAT TOP CERT LOW 250/PK	16.75	296.43
09801D	FILTER PAPER 121/2CM 100/PK	7.35	-
A399500	1-BUTANOL CERT ACS 500ML	13.77	-
05408144	MCT N/S 2.0ML LAVENDAR 500/PK	26.95	-
05408146	MCT N/S 2.0ML AST 500/PK	26.95	-
05408145	MCT N/S 2.0ML AMBER 500/PK	27.34	-
12547	COVER SLIPS PLSTC 22MM 1000/PK	43.05	-
BC2030365	COMFRT CURVE H TEST STRP 50/PK	102.53	-
19041189C	FB GLV VINYL EXAM LP MD 100/PK	9.88	87.43
S47299	CLEANING TISH 4 X8 PK/280	2.61	120.27
S17335	ECONOMY SCISSORS	1.83	-
09801K	FILTER PAPER 5.5CM 100/PK	3.19	-
S68071	STIR BAR W/PIVOT RING 5/16X2"	6.21	-
SH3026401	D-PBS 1X WITH CAL MAG 500ML	7.68	-
098035E	FILTER PAPER 121/2CM 100/PK	8.75	-
14827104	CONTAINER RECTANGLE PLAS 7GAL	11.36	-
19170357D	GLV LG NDEX NIT 4MIL TEX 100PK	13.37	-
S42453	IDX REFRACTION PLT 9X70MM	13.52	-
S17302	BLADES SNGLE EDGE .009" 100/PK	16.21	-
097904E	FILTER PAPER 12 1/2CM 100/PK	18.11	-
09790E	FILTER PAPER 12 1/2CM 100SH/PK	20.44	-
S407992	BIG DIGIT ALARM TIMER 4 CHANEL	23.75	-
087721G	PLATE 6 WELL TC 36/CS	74.23	-
0553913	CNT TB PP FLTP 50ML BLK 500/CS	139.17	-
19149864A	EXAMGLV NITR 12" SZ S 50EA/PK	20.08	177.66
S37440	PARAFILM M 4" X 125 FT	17.70	212.36
189994409D	GLV NITRL PF MED EXAM L 100/PK	23.11	189.52
17242	MATRIX REPLACEMENT WINDOW	3.43	-
0979012C	FILTER PAPER 9CM 100/PK	4.79	-
1139518C	GLV UNLINED RUB SZ L 12PR	9.34	-
02681339	1.5ML CONCILE TUBE 500/PK	32.70	-
A4164	2-PROPANOL CERTIFIED ACS 4L	38.89	117.08
09801BB	FILTER PPR 3.5CM MED 100/PK	3.04	-
09795D	FILTER PAPER 11CM 100/PK	4.96	-
SH3023801	NEAA SOLN. 100X 100ML	7.68	-
1368115B	BATTERY F/PIPETAID GV NIC/CAD	14.78	-
19098917	BRDCVR LF REG WH 100/PK	15.57	-
BC2030390	COMFRT CURVE H CNTRL SOL 2/PK	16.76	-
120097B	BOX GLASS DISP BENCH TOP 6/PK	40.81	-
1546210Q	WATER BATH DIGITAL 10L	1,041.14	-
1482340	LUER-LOK SYR ONLY 3CC 100/PK	8.58	60.78
G331	GLYCEROL CERTIFIED ACS 1L	43.05	193.26
02681273	0.6ML W/GRD LCK LID-NT 1000/PK	38.92	353.85
19050269B	GLV N-DEX 4-MIL PF MD 100/PK	16.74	296.24

098035C	FILTER PAPER 9CM 100/PK	6.06	-
19041739	FB INDIR VEND ANTI-FOG LENS	7.19	-
09801E	FILTER PAPER 15CM 100/PK	12.46	-
1139519A	GLV N-DEX LP 4MIL SM 100/PK	14.85	-
19065671	RESP N95 PARTICULATE 8000 30PK	15.88	-
19050269A	GLV N-DEX 4-MIL PF SM 100/PK	16.74	-
S93345	SALICYLIC ACID 500G LAB	22.39	-
11394298	AUTOCLAVE GLV OR LONG 1PR	26.82	-
130752	INOC LOOP 1/10UL IW WHT 250CS	38.10	-
087728	ASSAY PLATE 96WELL BTM 50/CS	57.53	-
19041190D	FB GLV VINYL EXAM PF LG 100/PK	10.29	91.14
191202943C	GLOVE NIT AM PF MD 50PK	20.01	154.91
X54	XYLENES CERT ACS 4L	41.01	123.50
189994409C	GLV NITRL PF MED EXAM M 100/PK	23.11	189.52
S19224	GIANT FOLDING 6X MAGNIFIER	10.96	-
09801F	FILTER PAPER 19CM 100/PK	12.14	-
18999266C	GLV TOUCH N TOUGH L 100/PK	12.27	-
05830	CLAMP SCREW ACETAL 3/PK	12.81	-
097902D	FILTER PAPER 11CM 100/PK	15.97	-
097904D	FILTER PAPER 11CM 100/PK	16.12	-
2546701	ETHANOL, DENATURED, 70%, 4 L	19.44	-
1437376	LAZY L SPREADER 500/PK	72.49	-
026715	COUNTING CHAMBER	126.37	-
087724J	CULT PLATE W/LID 6 WELL 50/CS	140.32	-
08772117	96-WELL PP CON BTM 1ML 50/CS	189.07	-
18999473	RESP N95 20/PK	24.42	195.37
09795C	FILTER PAPER 9CM 100/PK	4.16	-
09801B	FILTER PAPER 9CM 100/PK	4.31	-
S318571	CYLINDER W/BASE VALUEWARE 10ML	4.96	-
G33500	GLYCEROL CERTIFIED ACS 500ML	28.13	-
22170200	CENT TUBE CONC PS 15ML 1000/CS	122.57	-
E1381	ETHYL ETHER ANH R ACS 1L	32.58	148.60
BW12668E	EMEM 2X W/O GLUTAMINE; 100ML	10.94	-
19013469	GLV SLCT LH PLM S/C LG 12PR	31.86	-
19098921	SHOCOVER BLUE REG PP 50PR/PK	17.10	45.38
19149864B	EXAMGLV NITR 12" SZ M 50EA/PK	20.08	177.66
14827101	SHARPS-A-GATOR ALMOND 1GAL	2.83	75.35
125653	SLIDE,LABTEK II,2WELL,CC2,CS96	122.85	640.94
S17800	DISPOSABLE SCAPEL #22	2.38	-
02681284	1.5ML PP LID LOK TB NAT 500/PK	20.15	178.32
19050269C	GLV N-DEX 4-MIL PF LG 100/PK	16.74	296.24
02681311	.6ML W/GRD FLT TP LW-NT 500/PK	26.17	463.35
1139519C	GLV N-DEX LP 4MIL LG 100/PK	14.85	-
S37441	PARAFILM M 2" X 250 FT	19.31	-
1482335	LUER LOCK SYR ONLY 5CC 100/PK	16.18	57.29
189994409B	GLV NITRL PF MED EXAM S 100/PK	23.11	189.52
19041189D	FB GLV VINYL EXAM LP LG 100/PK	9.88	-
1495720A	CULT TUBE BOR WH 10X75 1000/CS	42.62	-
1495712A	CULT TUBE WH 12X75MM 1000/CS	38.00	-
02681258	2.0MLGRDTB W/FLT TP-NA 500/PK	10.30	91.37
130753	INOC LOOP 1UL/10UL WHT 500/PK	28.90	288.99
C298500	CHLOROFORM CERTIFIED ACS 500ML	11.35	66.00

1482648	HYPO NEEDLE 27G A5 100/PK	7.18	71.76
1482613	SYRINGE ONLY SLIP 10ML 100/PK	15.75	63.02
14826AA	NEEDLE 25G 5/8 IN DISP 100/PK	7.18	71.76
148265A	NEEDLES 22GX11/2 IN 100/PK	7.18	71.76
X5500	XYLENES CERT ACS 500ML	9.51	54.36
1464911	STOPWATCH WTR/SHOCK RES BAT OP	9.43	
E0032005330	PHASE LOCK GEL 50 ML H 25/PK	85.28	
14512154	MICRO STIRBAR BLUE 7X2MM EA	4.35	
150414D	THERMTR RDLQ -20/150C 76MM	9.24	
14130F	RUBBER STOPPER #4 APPX 33/PK	17.01	
DF0886082	HYCHCK D/E NEUTRLZNG AGARPK10	22.54	
2137752	FINNTIP 63 2-10ML BULK 100/PK	11.87	
09050247	ULTRAPURE CARTRIDGE INFINITY	87.04	
E0032005250	PHASE LOCK GEL 15 ML H 100/PK	94.95	
1367827E	PIPET STL 5X1/10ML 500/CS	103.86	
FB57872	STP FB TURNOVER 9 RED 10/PK	2.82	
149855G	THERMOMETER -10 TO 400C	6.52	
SH3002803	D-PBS 1X WO CAL MAG 1000ML	7.97	
19003030	EYEWASH STERILE REFILL 16OZ	8.53	
19051234	WIPES CLNRM STER NON-WOV 30/PK	9.77	
02707504	200UL CLR GRAD TIP BULK 1000/P	19.78	
P285500	POT PHOSPHATE MONO CR ACS 500G	24.63	
S374500	SOD PHOS GRAN DIB CERT 500G	25.01	
BW14416F	CALF SERUM LESS 10 DAYS; 500ML	36.43	
23038795	GLUCOSE 25 SLDS/PK	47.02	
1167614	MULTI-PURPOSE MAILER 12/CS	78.92	
K7495200090	RNASE FR PESTLTBE 1.5ML 100PK	80.94	
12565804	EZ FLIP PP TUBE 50ML RCK 500CS	144.13	
BP160500	AGAROSE, LOW EEO 500 GM	328.56	
118895	AUTCLV TAPE BLUE DISP 1" 60YD	4.69	
22040119	VACU3.2% CITRATE2.7MLPULL 50PK	7.68	
L4392209	LIM GROUP B STREP BROTH 10/PK	12.55	
12518100B	MICRO SLIDE PLN 75X25MM 144/PK	19.21	
23021181	DUOPAK B SUBTIL ATCC6633 2/PK	21.93	
AC307481000	MONOCROTALINE 99% 100MG	22.12	
S63266	PYREX BEAKER 5/PK	22.36	
05880E	KECK CLIPS NO 24 10/PK	22.84	
01828A	BG AUTO PP RED 8X12 200/PK	32.51	
PRA1330	WIZARD PLS SV MINIPREP 50PREP	50.99	
159015R	RAINBOW PACK 19MMX13M 16/CS	60.61	
E13920	PETROLEUM ETHER CERT ACS 20L	69.51	
A1820	ACETONE CERTIFIED ACS 20L	95.05	
E0030124260	TUBES PCR 0.2ML BULK 1000/CS	101.11	
12565802	EZ FLIP PP TUBE 15ML RCK 500CS	121.03	
1188911	AUTCLV TAPE STRAT-LN 3/4" 60YD	3.57	
SH3002201	DME HIGH LIQUID MEDIA 500ML	3.81	
1451356	STIR BAR,OCTAGONAL, 1 1/2X1/2"	5.99	
S68228B	PIPET SER ST 2X1/100ML 50/PK	11.00	
11996	LENS PAPER 4X6" BOOK 12BK/PK	14.29	
0666244	TIMER FISHR 2-MEMORY COUNTDOWN	14.45	
SB105	BUFFER PAC PH4 7 10 3X1PT/PK	20.44	
033134B	BOTTLE SMPLE WM 60ML 72/CS	36.78	

19822884	CHLOROPICRN 0.05-16.0PPM 1/PK	49.58
S27110	SODIUM CHLORIDE CERT ACS 10KG	50.62
0666518	CHEESECLOTH GR#40 70YD/RL	54.36
035295A	UNIVERSAL POSTAL MAILR 100/CS	55.43
PRM7502	PCR MASTER MIX	58.91
AS355	STOCK BTLS 6OZ SQ BTM 500/CS	96.99
FB300Q	POWER SUPPLY, 400MA, 300V	296.19
0545034	VARIABLE SPEED/TILT ROCKR II	428.76
1381460	ALUM PAN DISSECTING 11X7X1.5	4.68
035415	BRUSH SPIRAL 3 IN DIA X5 IN	10.52
034051	ANTI-STATIC STATICAWAY BRUSH	14.33
11997	LENS PAPER 5X7IN 2000SH/PK	21.35
1481731	SYRNG 10ML NORM-JECT LL 100/PK	24.52
2123649	TIP MIC REACH 10UL BUL M/PK	25.54
21377209	FINTIP MIC .2-10UL M/PK	30.33
DF0446173	LB BROTH MILLER LURIA-BER 500G	38.28
018125A	BAGS WHIRL PAK 4 OZ 500/PK	40.58
P288500	POT PHOSPHATE PWD CRT ACS 500G	44.52
A41220	METHANOL CERTIFIED ACS 20L	59.30
B21800X	MUELLER HINTON II AGAR 24/PK	60.20
09034	DEMINERALIZING CARTRIDGE BLUE	61.98
03573	BRUSH F/TEST TUBE LARGE	1.33
189992211	EYEWEAR RETAINER CHUMS BLACK	3.34
SH3002802	D-PBS 1X WO CAL MAG 500ML	3.35
11850A	LABELS RECT 64X40MM 360/PK	7.73
S161500	SILICA GEL IND 10-18 MESH ACS	25.17
T4251	TETRAHYDROFURAN HPLC 1L	27.54
AB48881010	SOD CHL .9%INJ 10ML FTVL 25/PK	27.62
147938	TT RACK 80 HOLE 22MM BLUE	29.63
09719A	SYR FLT MCE .22UM STR 50/PK	48.33
E0032003001	DNTP MIX 200UL	57.15
A41620	2-PROPANOL CERTIFIED ACS 20L	82.64
CB40231	COLLAGEN I BOVINE 30MG	85.72
S6118	EC PHTEST STRIP 1.0-14.0 50/PK	2.27
SH3002701	RPMI-1640 LIQUID MEDIA 500ML	3.81
1451370	RETRIEVER,STIR BAR,18"	5.01
1451172	SPEC CELL STIRRER	10.69
0435587	CIDECON PLUS WIPES PHENOLIC	16.61
03505A	BOX PSBD 21/8X11/8X5/8 72/PK	20.47
B31039	BLANK STERILE DISCS 6VL/PK	22.05
B71040	GASPAK PLUS PALAD CATLYST10/PK	22.54
2123647	PIPT TIP MICRO 10 BULK 1000/PK	24.74
19035366C	NOVAMOP CLNRM ROLLMOP NOVAPOLY	27.05
S3181	SODIUM HYDROXIDE CR ACS 1KG	28.30
A218500	OXALIC ACID CRYSTAL TECH 500G	31.19
F7720	FORMALDEHYDE USP 20L POLY DRUM	86.22
19808319	CYALUME LIGHT STICK	2.45
23750075	WRIGHT STAIN SOLUTION 32OZ	24.75
1167826D	DIVIDR GRID 5/8" 49CELL12/PK	25.97
035725	BRUSH TEST TUBE 13/8X4IN 12/PK	26.86
A512500	AM HYDROXIDE TRACE MTL 500ML	30.98
21402331	TECAN/PACKRD. TIP 20UL 960/PK	59.19

AC615090020	ETHYL ALCHL ABSOLU 200 P 2L	61.23
A200C212	NITRIC ACID R ACS 6X21/2L/CS	91.92
E0032005551	PERFECTPREP PLASMID MIDI 20/PK	101.11
1192675	SERVICE CART 16X30X32" BEIGE	137.48
A93114	PHENOL LIQUID CERT 4L INDIV	163.59
19520018	3M 371 BOX TAPE 48X100 CL 31	1.96
1188910	AUTCLV TAPE STRAT-LN 1/2" 60YD	3.22
1451379	SPINPLUS STIR BAR, 1 1/2"	4.55
14985G	THERMOMETER -10 TO 400 DEG C	6.01
FB57882	STP FB TURNOVER 49 RED 10/PK	8.14
129615AA	PESTLE FOR 12 961AA	9.55
0435567	NOCOUNT SURF.RADIO.DECONT.18OZ	9.70
1516026	THERM EVER-SAFE -10/260C 76MM	12.57
191203052B	GLV KLGRD PF NRL S 100PK	13.97
K7495101590	RNAS FRE TUBE ONLY 1.5ML 100PK	19.75
0666246	TIMER FISHER 3-LINE ALARM	24.72
AS515	SHELL VIAL NARROW BULK 500/CS	46.89
0435517	BACDOWN HANDSOAP 5 LITER	54.61
T3951	TRISHYDROXMETAMINOMETH CR 1KG	80.99
0334114A	VIAL STANDING STER 50ML 500/CS	82.08
118894	AUTCLV TAPE BLU DISP 3/4" 60YD	3.54
149855B	THERMOMETER -20 TO 110C	6.01
18029	SPEC ASTROSPEC OTG BLK/CLR1PR	7.78
1368151	SAFETY PIPET FILLER RED	9.21
150415C	THERMTR RDLQ -20/110C TTL IMM	9.74
0267153	COVER GLASS HEMOCYTOMETER .4MM	10.23
B21239X	TRYPT SOY AGR W/5% BLOOD 20/PK	13.91
S75965	METHANOL(METHYL ALCOHOL 3.785L	20.83
12518101	MI SLD FR 1 END 75X25MM 144/PK	24.96
147939	TT RACK 40 HOLE 20MM BLUE	27.63
2137749	TIP EX PIPTR 300UL BULK M/PK	27.69
B222240	HERRLDS AGAR+ANV W/OMYCOJ 10PK	28.13
B222232	HERRLDS AGAR+ANV W MYCO J 10PK	29.55
1200931	BOX SQUARE 2ML CRYULE 15/CS	45.20
117189Q	DRY BLOCK 1.5MLX20 TUBES	45.32
05713386	PURADISC 25 AS 0.2 UM 50/PK	55.90
K7495211590	RNAS FR PESTL ONLY 1.5ML 100PK	65.63
21377307	FINNTIP FLTR TP 300UL 960/CS	71.87
E955150601	REAG FASTPLASMID 100	96.71
1451352	STIR BAR,OCT PTFE,1 1/2X3/8"	2.36
1451366	STIR BAR,OCTAGONAL, 2X3/8"	3.17
19161590A	GLV STRLNG NITRL XS 150PK	12.80
A144212	HYDROCHLOR ACID REAG ACS 21/2L	19.79
15116	THER MAX-MIN -30 +120F/-4050C	24.68
01830A	BG AUTO PP REDPLN 8X12 200/PK	26.91
A92500	PHENOL REAGENT ACS 500G	44.92
S3691	SOD PHOSPHATE MONO CERT 1KG	54.06
B11921	TRYPTICASE PEPTONE 1LB	58.86
0333724B	VIAL SCINT 20ML P.E. 1000/CS	117.22
1192685	UTILITY CART BEIGE 24X36X32IN	156.28
04987430	EPRESEARCH PACK,10,100,10005L	604.45
SV30010	PEN-STREP 1X SOLN. 100ML	6.15

1516020	THERM EVER-SAFE -20/110C 76MM	6.42	
1451368	STIR BAR,OCTAGONAL, 3X1/2"	6.56	
11850B	LABELS RECT 43X34MM 540/PK	7.73	
152394	TRAYS CHEMICAL RESISTANT	12.51	
L20842	BHI W/PABA NON/HAZ 10/PK	15.45	
1479311	TT RACK 48 HOLE 16MM BLUE	24.35	
02911773	BTL CLR STR SD W/PV 2OZ 24/CS	25.06	
0435810	CLEANDERS, CONTREX AL 1 GAL	30.49	
147934	TT RACK 48 HOLE 30MM BLUE	31.93	
K4201634503	STOPCOCK NYLON 3-WAY PK/10	32.67	
P2173	POT CHLORIDE CERT ACS 3KG	55.94	
19005059	XL PLYETH SHCVR SL 300/CS	60.55	
A300C212	SULFURIC ACID CS 6X21/2L	81.02	
RD43551	SEPTI CHEK BL CULT BTLS 10/PK	89.01	
12565801	EZ FLIP PP TUBE 15ML BLK 500CS	112.79	
1160016HQ	HOTPLATE, ANALOG, 4X4	148.99	
0666251	TIMER FISHER 99M595	10.21	
172061B	FB SORB UNIV PARTICU 25LB BAG	11.85	
C79500	CAL CHLORIDE DIHYD CR ACS 500G	24.38	
L21600	COL CNA MCCONKEY I 20/PK	37.36	
AC327270010	ISOPROPANOL, DNASE, RNASE, 1LT	51.22	
K8854500021	TISSUE GRIND COMP SZ 21	58.98	
23038805	LACTATE 25 SLDS/PK	86.16	
E0032003109	DNTP MIX 1000UL	201.34	
03621B	BRUSH CYLINDER 20 IN	5.22	
1138895	GLV VINYL PF LG 100/PK	13.54	
B21806X	JEMBEC MOD THAYER AGAR 10/PK	22.05	
090343	TYPE M CARTRIDGE RED CAP	64.62	
AC213351000	N-BUTYLLITHIUM, 2.5M SOL 100ML	26.72	
S68228A	PIPET SER ST 1X1/100ML 50/PK	8.22	
RD43231	SEPTI CHECK SET THIO/TSB 10/PK	74.20	
AC115411000	1,4-DIMETHOXYBENZENE, 98 100GR	12.39	
05769Q	ANGLE CLAMP, ADJUSTABLE	16.34	
K7495400000	MOTOR CORDLESS	70.26	
018143	BG PE CLRPLN 24X36 200/PK	71.82	
0666216	TIMER TIME-LINK MEMORY ALARM	19.52	
A16S20	ACETONE HISTO GRADE 20L SAFTIN	66.95	
055407	TB CULT STR 12X75MM PS 500/C	34.74	
A144C212	HYDROCHLORIC ACID CS 6X21/2L	68.57	
0268879	PROTECTED DISPO SCALPELS 10/PK	19.17	
09242B	DRYING TUBE 6 INCH 12/PK	11.03	
A38212	ACETIC ACID GLACIAL ACS 2 1/2L	27.87	
14670C	SUPPORT STAND RECT BASE LARGE	23.91	
08772F	DISH 60X15 EASY GRIP 500/CS	178.81	
19034241	ULTRSPEC 2001DUO TEM CL UD1PR	4.93	48.58
0989812B	WEIGHING PPR 4X4 IN 500/PK	8.78	88.53
14173C	RUB TUB RD 1/4ID APPX 12FT RL	30.73	111.10
0129110	BEAKER DIS PP 50ML GRAD 100/PK	12.33	122.71
S53	SUCROSE CRYSTAL CERT ACS 3KG	62.76	188.97
1188913	AUTOCLAVE TAPE 13MMX13M	2.75	55.08
0554144	TB RACK MCR 96WELL AST 5RCK/PK	27.01	109.35
S253	SAND SEA WASHED 3KG	30.14	100.52

146355D	STOPCOCK GREASE HIGH VAC 5.3OZ	19.47	206.81
13683C	PIPET DEVICE 10ML GREEN	9.73	101.62
10356B	FUNNEL BUCHNER 56MM DIAM PLATE	17.96	143.66
A674500	AMMONIUM MOLYBDATE ACS 500G	86.13	395.56
1451364	STIR BAR,FLEA MICRO, 8X1.5MM	1.63	71.07
1451358	STIR BAR,OCTAGONAL, 1/2X5/16"	1.50	64.97
S78945	EXAMGLV NITR 9.5 L 100EA/PK	19.66	173.92
A4644	2-PROPANOL OPTIMA GRADE 4L	32.02	90.93
1451359	STIR BAR,OCTAGONAL, 1X5/16"	1.63	71.07
0100238	STER SMPL BAG 6OZ PRNT 500/PK	44.59	81.08
F79500	FORMALDEHYDE CERTIF ACS 500ML	13.61	69.83
0435550	BACDOWN ANTIMCR HANDSOAP 500ML	9.79	103.97
22362178	SPONGE GAUZE 2X2" 200/PK	2.33	51.70
1451365	STIR BAR,FLEA MICRO, 10X3MM	1.80	78.18
02681272	1.5 TUBE W/FLAT TOP-NAT 500/PK	15.75	141.51
1337410	PARAFILM 4 IN X 125 FT/RL	15.89	152.62
0333926A	VIAL SHELL W/CAP 1/2DR 144/PK	15.09	166.55
HC10001GL	ALCOHOL 70% HISTOPREP 1 GALLON	9.66	38.62
191303453B	LTXEXAM PGLV NIT NST MD 100/PK	9.20	84.30
O267425	SDS C 25G	23.35	104.42
S2713	SODIUM CHLORIDE CERT ACS 3KG	36.71	112.82
19161590B	GLV STRLNG NITRL S 150PK	12.93	129.30
S5500	SUCROSE CRYSTAL CERT ACS 500G	21.68	96.84
0989812C	WEIGHING PPR 6X6 IN 500/PK	9.32	84.05
018126B	BAGS WHIRL-PAK 4 OZ 500/PK	41.01	713.21
1451351	STIR BAR,OCTAGONAL,1X3/8"	2.01	87.31
0554155	RACK 96WL PRP W/CVR FL-AS 5/PK	26.37	104.81
A9954	REAGENT ALCOHOL HPLC 4LITER	40.80	115.67
1451360	STIR BAR,OCTAGONAL1 1/2X5/16"	1.84	80.21
1479215	RACK RND BUBBLE FOR 1000ML BKR	7.41	77.34
19161590C	GLV STRLNG NITRL M 150PK	12.93	129.30
19161590D	GLV STRLNG NITRL L 150PK	12.93	129.30
0435812	CLEANERS, CONTREX AW, 9X4LBS.	15.04	119.78
1188914	AUTOCLAVE TAPE 19MMX13M	3.46	41.80
0554128	TB RACK CVR 96WELL NAT 5RCK/PK	6.24	24.98
0989812A	WEIGHING PPR 3X3 IN 500/PK	8.86	91.04
02681240	0.6ML PLNTBW/FLT TP-NT 1000/PK	27.60	254.72
03621A	BRUSH CYLINDER 12 IN	2.80	29.12
03565	BRUSH SWIV 1-1/2X4-1/4IN	4.59	48.77
120075	RENEWAL FLINTS 5/PK	1.53	53.77
0554138	TB RACK FLR 96WELL AST 5RCK/PK	27.80	111.47
S6713	SOD CHLORIDE BIO GRD CERT 3KG	42.20	128.36
19161590E	GLV STRLNG NITRL XL 150EA/PK	12.93	129.30
H325100	HYDROGEN PEROX 30% CR 100ML	15.49	78.66
M33500	MAGNESIUM CHLORIDE ACS 500G	31.64	144.58
148265G	NEEDLE 18 GAUGE DISP 100/PK	6.28	55.24
A4514	2-PROPANOL CERT ACS/HPLC 4L	31.05	86.97
08757100A	PETRI DISH 35X10MM 500/CS	137.32	
1525215	CYLINDER PP GRAD 2000ML	23.85	
S318500	SODIUM HYDROXIDE CERT ACS 500G	18.83	88.81
1335925	PAN HDPE 10 QT	20.85	84.21
A300212	SULFURIC ACID REAG ACS 21/2L	24.32	

SS2551	SODIUM HYDROX SOL 10N CERT 1L	14.83	77.24
1335926	PAN HDPE 15 QT	33.72	136.13
SB115500	BUFFER COLRD BLUE PH 10 500ML	7.97	44.72
06404A	BOTTLE MEDIA GRAD 125ML	2.74	110.33
1367516	PIPET ASPRATNG INDV 2ML 200/CS	41.45	
1367510CC	PIPET ASPIRATING N/PLUG 200/CS	53.66	
0268152	SERUM SEP STD 16MMX6" 100/PK	10.58	
SB107500	BUFFER CLRD YEL PH 7.00 500ML	7.97	43.57
P217500	POT CHLORIDE ACS 500G	18.06	87.07
AC615090040	ETHYL ALCHL ABSOLU 200 P 4L	103.46	367.90
029921A	DROPR GLS W/RUB NIPL 30ML 6/CS	7.52	
A360500	AGAR POWDER PURIFIED 500G	69.38	335.50
S18125	SILVER NITRATE CERT ACS 25G	46.46	234.61
033374	VIAL SCINT 20ML GL/P 500/CS	70.93	
14965A	TEST TUBE BASKET 5X4X4IN	9.00	
SB101500	BUFFER COLRD RED PH 4.00 500ML	7.97	44.47
1535060	MICROCENT TUBE BOX 1.5ML 4/PK	38.51	168.40
029731D	BOT ASP BTM HOSEOUT 2L 1/CS	54.05	
097402B	FILT UN STL .45UM 250ML 12/CS	57.09	
097402C	FILT UN STL .80MI 250ML 12/CS	57.09	
097402A	FILT UN STL .20UM 250ML 12/CS	57.09	
A4114	METHANOL LABORATORY GRADE 4L	30.24	95.40
13620531	CALOMEL 3IN1 ELECTRODE BASIC	85.34	
15350107B	CRYOBOX 9X9 PC 4/PK	30.16	132.01
1496132	TUBE CULT DSP 18X150MM 500/CS	28.67	
S25500	SAND SEA WASHED 500G	12.85	68.31
1535059	MICROCENTUBE BOX PC 0.5ML 4/PK	38.51	168.40
097612	SYS FILTR .20UM STL DSP 12/CS	55.67	
02707199	TP101-1000UL,FLTRCK STRL1000PK	46.76	
02544213A	CONTNR MULTIPRP 16OZ TR C/CS	25.48	
O35514	2-METHYL BUTANE CERT 4L	36.93	134.26
02675181	MICRTAINR TUBE NO ADDITVE 50PK	28.21	112.46
15905	1X60 YARD AUTOCLAVE TAPE "	3.81	
143786	FILTER AID 400	60.08	
0540320	EPTIPS FILTER 50-1000UL 960/CS	83.67	
0540291	PIPETTE SRS 2100 500 TO 5000UL	203.20	
0540288	PIPETTE SERS 2100 10 TO 100 UL	203.20	
E1341	ETHYL ETHER LABORATORY 1L	23.11	116.18
1535050	FRZCNTD RT1.0/1.2/1.5/2.0ML1CS	43.06	
S4211	SODIUM SULFATE CERT ACS 1KG	19.84	101.40
A144S212	HYDROCHL AC SAFCOT 6X21/2L 6CS	86.14	
1399304	GAS REGULATOR-CO2,TWO STAGE	271.58	
06404B	BOTTLE MEDIA GRAD 250ML	3.51	150.16
02675185	MICROTNR SST W/GARD CLS 50/PK	29.79	118.77
1495785E	CLOSURES 25MM FOR 9850 100/CS	47.68	
S373500	SOD PHOSPHATE DIBASIC ACS 500G	22.53	131.89
0540324	EPTPS,REFILL-BOX,2-200uL 96/CS	19.69	
13641908	PH ELECTRD STRG SOLN 475ML BTL	32.02	
0540250	PIPETTE ADJUSTBL VLM 100-1000UL	245.39	
A1471LB	HYDROFLUORIC ACID 48% ACS 1LB	27.36	141.44
117182Q	DRY BATH, ANALOG, 2 BLOCK	217.53	
S430500	SODIUM SULFITE CERT ACS 500G	15.11	

118906	STERI-WRAP 3 54X54" SNG 50/CS	118.95	
09825B	FLTR PPR GR4 9CM 100/PK	6.74	
09825C	FLTR PPR GR4 11CM 100/PK	8.48	
09825A	FILTER PAPER WH 4 7CM 100/PK	5.44	
09855D	FILTER PPR WH42 12.5CM 100/PK	28.56	
09810G	FLTR PPR GR2 15CM 100/PK	13.19	
09855AA	FILTER PAPER WH42 5.5CM 100/PK	12.54	
09830B	FILTER PAPER WH 5 11CM 100/PK	11.52	
PRDY11	MINERAL OIL 12ML	4.82	
09850C	FILTER PAPER WH 41 11CM 100/PK	22.68	
09845C	FILTER PAPER WH 40 9CM 100/PK	20.08	
0540367	EP TIPS RACK 300UL 960 PCS	41.48	
09850J	FLTR PPR GR41 5.5CM 100/PK	11.23	
21381327	COMBITIP EPP PLUS .5ML 100/CS	64.69	
21381330	COMBITIP EPP PLUS 5.0ML 100/CS	64.69	
0540430	1.5ML NAT SAFE-LOCK PROMO/700	28.83	
0540357	EPTPS 200UL, NS BULK 1000/CS	30.94	
0540358	EPTPS,BLK,20-300uL, 1000/CS	30.94	
0540344	EPTPS,RLD50-1250uL,10TRY 960CS	41.48	
0540356	EPTPS,BLK,0.5-20uL L, 1000/CS	38.67	
0540224B	TUBES SAFE-LOCK 1.5ML 100/CS	27.42	
0540362	EPTPS,BLK,0.1-5ML,500TP 500/CS	53.44	
PRA1360	PGEM T EASY VECTOR SYSTEM I	125.31	
14827117	INPATIENT ALMOND BASE 2.5QT	2.29	
0974025B	FILTER UNIT .45UM 12/CS	95.80	
07200375	TAPE SEAL F/96W PLT N/S 100/CS	27.12	
0540293	500EP PCR SAFLCK TB .5ML 500PK	42.19	
0540295	500EP PCR SAFLCK TB2.0ML 500PK	40.08	
0987618	PH 4.5-10 BY 1 6X80MM 100/PK	11.35	
TF4000181	81 CELL DIV ARROWHEAD	3.10	
0540224A	TUBES SAFE-LOCK 0.5ML 50/CS	18.98	
01184104	OIL DIRECTORR GOLD 1L	31.83	
09805F	FLTR PPR GR1 12.5CM 100/PK	7.61	
12565183	BOX,CRYOSTORE25CELL,STDHT CS24	70.91	
0987416	GLASS FIB PPR GFA 5.5CM 100/PK	23.73	
09805B	FILTER PPR WH 1 5.5CM 100/PK	4.58	
1026958B	ADAPTOR 45 BND-GLASS 3/4-3/4	11.78	
09805C	FLTR PPR GR1 7CM 100/PK	4.66	
09805D	FLTR PPR GR1 9CM 100/PK	5.84	
SE401	ELECTRODE STORAGE SOL 1LITER	12.67	
PRU1515	DNTP MIX	48.20	
P304500	POT SULFATE CRYSTAL CERT 500G	21.03	114.25
08408240	CLEAR PLATE SEALERS 100/CS	41.41	
1026961B	ADAPTOR 45 BEND SS 3/4-3/4	36.03	
1254580	CVR GLAS CRCLE NO1 12MM 1OZ/PK	54.39	
033111X	BTL SQ MEDIA STR 2000ML 12/CS	99.50	
08408220	.2 RIGID ULTRA PLATE NT 25/CS	35.24	
09820AA	FILTER PAPER WH3 2.3CM 100/PK	5.82	
1149722	STIRRER SCHOLAR PC-171 120V	120.15	
22289334	SNOOP LEAK DETECTOR 8OZ	7.88	
0987617	PH 0-14 BY 1 6X80MM 100/PK	11.35	
0841421A	TISSUE GRINDER 1ML 1/CS	66.05	

149724A	TUBE NMR DELUXE 5MM 7" 5/CS	50.10	
PRC1101	OLIGO (DT)PRIMER 20UG	42.41	
0268795	VCTNR PLS HMGRD GR 4ML 100/PK	41.63	324.94
PRL2001	HIGH EFF JM109 COMP CELLS 1ML	101.21	
PRV5111	MODIFIED TRYPSIN SEQ GRD 100UG	65.55	
PRN2511	RECOMBINANT RRASIN 2500U	89.64	
23769300	PEN CREATE AQUEOUS BARRIER	24.34	
0334125A	VIAL SCINT PLASTIC 6ML M/CS	87.63	
PRC1181	RANDOM PRIMERS 20UG	26.99	
152397	TRAYS CHEMICAL RESISTANT	11.77	
148291B	SYR INSULIN 28GX1/2 1CC 100/PK	21.53	107.64
1412747	LINER ABS PP BACK 20"X300"CS/1	60.32	
14670A	SUPPORT STAND RECT BASE SMALL	20.34	
T353500	PARAFORMALDEHYDE PURIF 500G	21.33	127.97
1368063	ALCOHOL SWABS 1200/CS	17.61	
12545100	CVR GLAS CRCLC NO1 18MM 1OZ/PK	28.53	285.34
122202B	COVER FOR 12-220B ALUM 20ML	15.62	
1368061	VACUT TUBE 6ML K2EDTA PK 100PK	21.07	210.67
A61100	L-ASCORBIC ACID CRY ACS 100G	17.03	94.85
S271500	SODIUM CHLORIDE CERT ACS 500G	11.89	71.33
097403A	FILT UN STL .2UM 1000ML 12/CS	129.55	
65901	REAGENT ALCOHOL ACS, 4 L	16.22	
0266531	VAC NDLE 20GX1-1/2" REG 100/PK	14.06	140.62
A144500	HYDROCHLOR ACID REAG ACS 500ML	13.91	64.65
02707332	SUREONE TP FL 20UL ST RK 960PK	42.69	213.44
0344820	96WELL TUB RCK .2PCR TUBS 5/PK	16.97	
1482649	NEEDLE BEVL 25G1-1/2" 100/PK	7.18	71.76
0992634	ANODISC 25 0.02UM SUPRT 50/PK	86.97	
0270731	TIP 30UL BULK BAG 1000 1000/PK	29.51	
0270740	TIP FLTR 200UL 1000/PK	29.51	
FB57876	STP FB TURNOVER 25 RED 10/PK	3.02	
14826F	NEEDLE 30 GAX1/2" 100/PK	23.56	235.62
0270728	0.2-10UL P2/P10 1000/PK	29.51	295.14
0266530	VAC NEEDLE 20GX1" REG 100/PK	14.06	140.62
A669500	AMMONIUM HYDROXIDE ACS 500ML	11.76	64.00
S2711	SODIUM CHLORIDE CERT ACS 1KG	15.27	91.64
FB57881	STP FB TURNOVER 45 RED 10/PK	5.53	
0666411	FISHER REFRIG FREZ THERMOMETER	26.05	
1495810C	CULT TUBE HVY WALL 13X100 M/CS	39.36	
1367836D	PIPET SHORTY 25ML IND 200/CS	110.07	
0340936	BTL WSH VNTG ETHANL 500ML 3/PK	11.22	
0340937	BTL WSH VNTG ACETON 500ML 3/PK	11.22	
09804142H	TCLP FLTR 0.7U 47MM 100/PK	13.33	
213803	RESERVOIR W/LID PP 75ML 10/PK	21.09	
S333500	SODIUM METAPHOSPHAT PURIF 500G	16.46	98.77
1482615	NEEDLES 26G 1/2 INCH 100/PK	7.18	71.76
S233500	SODIUM BICARBONATE CR ACS 500G	14.58	87.50
0904781	LAMP U.V.	118.93	
09810D	FLTR PPR GR2 9CM 100/PK	8.10	
P284500	POT PHOSPHATE GRAN PURID 500G	18.03	108.17
058696	LEAD RING, FISHERBRAND 1.0 LB	12.01	
058695	LEAD RING, FISHERBRAND 0.5 LB	10.86	

09805P	FILTER PAPER GRADE 1 100/PK	4.34	
12546	CVR GLAS CRCLE NO2 18MM 1OZ/PK	27.41	
22110617	NEG 50 CLEAR 2 X 4OZ/PK	18.08	
09810B	FLTR PPR GR2 5.5CM 100/PK	5.91	
CS5300JY8	TUBE NMR VALVE J YOUNG	80.57	
0992632	ANODISC 25 0.2UM SUPRT 50/PK	86.97	
M95903	COLRPHAST STRP PH 0-14 100/PK	10.75	
09810A	FLTR PPR GR2 4.25CM 100/PK	5.71	
A298212	SULFURIC ACID TECHNICAL 21/2L	18.49	110.91
057698Q	CLAMP, TRI-GRIP, LARGE	13.85	
1466618Q	FLEXAFRAME HOOK CONNECTOR	3.35	
1466620Q	FLEXAFRAME CONNECTOR	3.89	
05754Q	CLAMP HOLDER	6.38	
1167828C	RACK FOR 2" BOXES	101.96	
M95783	COLORPHAST STRP PH 2-9 100/PK	10.75	64.52
M95883	COLORPHAST STRP PH 5-10 100/PK	10.75	64.52
A491212	GLAC ACETIC ACID USPFCCEPBP2.5	66.76	
S684212	SILICA GEL 6-12M GRD40 2.5KG	38.50	154.01
M57157	SILICA GEL G PLT 20X20CM 25/PK	150.31	

1.0 STATEMENT OF WORK

1.1 Summary

The University of Florida and Florida State University (from here forward "University") are soliciting interested vendors to furnish proposals for Laboratory Supplies which includes chemicals and life sciences products, consumable supplies, small laboratory equipment, laboratory instruments and other laboratory supplies. Presently, University expects to maintain the current general supply structure, as described in section 1.2, including a single primary supplier and numerous secondary suppliers. However, University reserves the right to award in any manner, based on Vendor responses and subsequent negotiations, which produce the best value for University. University anticipates that awards will be based on the categories as determined by vendors, which are described below. University will establish, with each vendor a five-year agreement containing the terms and conditions described in this ITN. University anticipates spending over \$95M on the above goods and services over the course of the five-year contract term. Fisher acknowledges.

1.1.1 Primary Goals

The primary goals of University for this ITN process are:

- Establish long term mutually beneficial agreements with critical suppliers of laboratory supplies
- Ensure University contracts and pricing reflect the value of University's account
- Align contracts with primary needs of University researchers
- Increase the purchasing power of research grants and appropriated research dollars
- Make the latest technologies and services available to researchers through vendor partnerships
- Make available to researchers the technical assistance and knowledge of market leading life science suppliers
- Improve and streamline the purchasing process for all end users

Fisher acknowledges.

1.2 Current State

1.2.1 The University of Florida

Currently, the University of Florida has one primary lab supplier who provides all general laboratory supplies and select specialty products. The primary lab supplier also operates an on campus store to provide convenient access to high volume general supplies, research alcohol and dry ice. In addition, UF utilizes a number of secondary suppliers, each of which provides numerous specialty supplies. Fisher acknowledges.

1.2.2 Florida State University

Currently, Florida State University utilizes two primary suppliers, both providing general lab supplies. FSU also utilizes many secondary suppliers to provide specialty lab supplies. Fisher acknowledges.

1.3 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida which includes all extension offices in every county of the State and our satellite research stations across the state of Florida, as

well as, all departments of Florida State University and any of its off campus offices and locations across the State of Florida. With the consent and agreement of the Successful Vendor, other state universities, community colleges, district school boards, educational institutions, and governmental agencies within the State of Florida, may access an Agreement resulting from this solicitation issued and administrated by the University of Florida and Florida State University.

University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

Fisher acknowledges.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Original ITN Document

UF Purchasing Services shall retain the ITN, and all related terms and conditions, and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

Fisher acknowledges.

2.2 University Profiles

2.2.1 The University of Florida

The University of Florida is a major, public, comprehensive, land-grant, research university. The state's oldest, largest and most comprehensive university, Florida is among the nation's most academically diverse public universities. Florida has a long history of established programs in international education, research and service. It is one of only 17 public, land-grant universities that belong to the Association of American Universities. With more than 46,000 students, Florida is now one of the five largest universities in the nation. The University has over 650 departments with unique requirements statewide.

University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a Historic District on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the new Health Professions, Nursing and Pharmacy Building, the Genetics and Cancer Research Center now being built, and the Proton-beam Therapy Center that will be located in Jacksonville. Overall, the University's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

UF consistently ranks among the top ten universities in licensing revenues. Royalty and licensing income includes the glaucoma drug Trusopt, the sports drink Gatorade, and the Sentricon termite elimination system. UF was awarded over \$500 million in sponsored research in 2005 and 2006, more than all other Florida Universities combined. Ongoing research includes diverse areas such as healthcare and the world's largest citrus research center.

Our mission is to provide an unparalleled experience where the very best create and share knowledge to serve the people of Florida and the world.

For any additional information about the University of Florida, please visit the University's Internet web page at: www.ufl.edu.

Fisher acknowledges.

2.2.2 Florida State University

Florida State University is a comprehensive, national graduate research university that puts research into action for the benefit of our students and society. With an impressive breadth of leading graduate professional and undergraduate programs, and an international reputation in the sciences and humanities, Florida State University is a demanding and intellectually stimulating environment for students and faculty.

Florida State's 16 schools and colleges offer more than 300 undergraduate, graduate, doctoral, professional and specialist degree programs, including medicine and law, covering a vast array of disciplines critical to society today. The new College of Medicine graduated its first class in 2005.

Many units have programs that consistently rank among the nation's top 25 public universities including physics, chemistry, oceanography, statistics, ecology, evolutionary biology, meteorology, political science, psychology, sociology, criminology, information, creative writing, public policy, business and law.

Florida State University's arts program – dance, film, music and theatre – rank among the finest in the world.

Florida State's nearly 40,000 students have the opportunity to work and study alongside an outstanding faculty that includes Nobel Laureates, five members of the prestigious National Academy of Sciences, seven members of the American Academy of Arts and Sciences and two winners of the Pulitzer Prize. Faculty members lead several scholarly fields in citations to published work.

The University is widely known for offering extensive opportunities in Research, Service Learning and Study Abroad. From its pioneering Learning Centers in residence halls to its Service Scholars, FSU creates a diverse and caring environment, and its talented undergraduate and graduate students take advantage of those opportunities to flourish. Epitomized by recently named Rhodes Scholar Garrett Johnson, an elite athlete and scholar committed to public service, FSU students are dedicated to academic excellence and to providing leadership in a complex world.

For any additional information about Florida State University, please visit the University's internet web page at: <http://www.fsu.edu>. Fisher acknowledges.

2.2.3 State of Florida University and Community College "Systems"

It is anticipated that spend will flow from other Florida University "System" schools. Including FSU and UF, there are eleven University "System" Schools. The system enrollment and staffing continues to grow. The community college system provides additional potential. There are twenty-eight Community Colleges in Florida. Fisher acknowledges.

2.3 Schedule of Events

The following is the tentative schedule that will apply to this ITN, but may change in accordance with University's needs. Throughout the process vendors should monitor the UF Purchasing website on a daily basis for changes and other new information.

11/13/2006	Issuance of ITN
TBD	Vendors Visit University Site(s), if necessary
11/27/2006	Mandatory Notification of Intent to Respond
11/28/2006 – 2:30 PM EST	Non-Mandatory Pre-Proposal Conference
12/01/2006 – 5:00 PM EST	Technical Questions/Inquiries Due
12/05/2006	Reponses to Inquires posted
12/13/2006 – 2:30 PM EST	ITN Responses Due
12/20/2006	Short List Finalized
01/08/2007	Vendor Presentations/Negotiations
01/30/2007	Complete Evaluations, Best & Final Offers
02/06/2007	Award Notification
02/12/2007	Implementation
Fisher acknowledges.	

2.4 Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN. The purpose of the conference is to allow time for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

Date & Time: **11/28/2006, 2:30 PM EST**
University of Florida, Gainesville, FL
Building: Elmore
Room: 101

All vendors planning to respond to this ITN must either attend the pre-proposal conference, or prior to the pre-proposal conference, provide University with written notice of intent to respond. Notice of intent to respond should be sent to Tom Olmsted at tolmst@ufl.edu no later than November 27, 2006. University will welcome participation in the pre-proposal conference by teleconference or in person. If a vendor is planning on participating by teleconference, the vendor must contact James Keller at jdkeller@admin.ufl.edu at least seventy-two hours before the start of the conference. This will ensure that the appropriate facilities are available and the conference bridge is capable of fully supporting the requirements of all vendors. It will also permit University to email conference materials and presentations to attendees. **Failure to either provide written notice of intent to respond or to attend the pre-proposal conference shall result in the rejection of your proposal.**

Per Addendum 1 - With reference to section 2.4 of the ITN document, University no longer requires a mandatory notice of intent to respond. Vendor may provide notice, but are not required to in order to participate in the ITN. Qualifying Vendor proposals will not be excluded if Vendor does not provide notice of intent to respond. Please note that the pre-proposal meeting remains non-mandatory.
 Fisher acknowledges.

2.5 Pre-Proposal Site Visit (Optional)

A pre-proposal site visit may be held for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed at University. University will not be responsible for additional compensation if the vendor does not acquaint itself with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work.
 Fisher acknowledges.

2.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact James Keller or email at jdkeller@admin.ufl.edu at least three business days prior to pre-proposal meeting or proposal opening.
Fisher acknowledges.

2.7 Proposal Preparation Instructions

2.7.1 Vendor's Understanding of the ITN

In responding to this ITN, the vendor accepts the responsibility to fully understand the ITN in its entirety, and in detail, including making any inquires to University as necessary to gain such understanding. University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to University.
Fisher acknowledges.

2.7.2 University Provides Information in Good Faith without Liability

All information provided by University in this ITN is offered in good faith. Individual items are subject to change at any time. University makes no certification that any item is without error. University is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.
Fisher acknowledges.

2.7.3 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University purchasing official in charge of managing this ITN's process. In no case shall verbal communication override written communication.
Fisher acknowledges.

2.7.4 Questions, Communications and Inquires between University and Vendors

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

Thomas Olmsted
Purchasing Coordinator II
University of Florida
Purchasing Services
102 Elmore Hall
PO Box 115250
Gainesville, FL 32611-5250

Attn:
Telephone No: 352/392-1331
Facsimile No: 352/392-8837
E-mail Address: tolmst@ufl.edu

Applicable terms and conditions herein shall govern communications and inquires between University and vendors, as they relate to this ITN.

Vendor Communications

From the date of issuance through award of this ITN, Vendor shall restrict communication with employees or representatives of University, outside of the purchasing department, to communications required to meet daily ordering and customer service needs. All other communication, particularly with regard to this ITN, the negotiation process, current or future contracts, or any other related topic, must be restricted to written communication with the purchasing representative designated above in section 2.7.4. Any other communication with employees or representatives outside of University purchasing or with the intent to unduly influence the award and result of this ITN may be grounds for disqualification of Vendor from the ITN process. It is the sole discretion of University whether to disqualify Vendor. Any oral communication will only be recognized if confirmed in writing to the purchasing representative designated above in section 2.7.4.

- Questions concerning this ITN must be submitted in writing, and received prior to 12/1/2006 5:00 PM/EST.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 12/1/2006 5:00 PM EST.

Fisher acknowledges.

2.7.5 Addenda/Revisions to ITN and University's Response to Communications from Vendor

University may revise any part of this ITN for any reason by issuing addenda. University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda by close of business on 12/05/2006.

University will communicate additional information and addenda to this ITN by posting them on our web site.

All addenda will be posted to the UF web site only:

http://www.purchasing.ufl.edu/main_schedule.asp

- ***Vendors who want the addenda/revisions supplied to them in another form must notify the Purchasing Coordinator listed in Section 2.7.4 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

University will not respond to any questions/requests for clarification that require addenda, if received by University after 12/05/2006.

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. University is under no obligation to communicate such addenda to vendors who notify University that they will not be responding this ITN. University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

Fisher acknowledges and has included all Addenda with our response.



2.7.6 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. University agreement terms and conditions included in this ITN are *intended* to be incorporated into this agreement.

Fisher acknowledges.

2.7.7 Proposal Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals. All data pages within proposal must be numbered for easy reference.

Fisher acknowledges Section 2.7.7 and has presented our response in the requested format.

Response Format

- Submit one (1) copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. The 'Pricing Matrix' response shall be in Excel® as provided in Attachment A.
- Submit one (1) original and six (6) copies of the offeror's proposal in hard copy form.
- The outer carton of the response must include the ITN number, name and due date.
- The offeror's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested **MUST BE** in hardcopy and included in your written response.

Failure to adhere to this condition shall cause your response to be rejected without further evaluation.

- Information submitted that is not requested by University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the offeror must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:
 - **Tab 1:** A one to two page executive summary of the offeror's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, the vendor's vision or mission statement, and how the vendor plans to address University's requirements.
 - **Tab 2:** Completed and signed ITN acknowledgement form, and/or signed and completed acknowledgement forms for any addenda issued.

- **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart beginning with your account management team through CEO of your company
- **Tab 4:** The financial statements of the company for the past 2 years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole **and** for that division of the corporation.
- **Tab 5:** A listing of the company projects/customers similar in size and scope to the services described in the ITN, both current and past customers, particularly in the State of Florida or within institutions of higher learning. This list must include the name, address, telephone, and email address of the client contract administrator. Please list examples of process and results when given new business. Additionally, please provide detailed descriptions of Vendor's successful conversions from the incumbent supplier to Vendor after award of a higher education contract.
- **Tab 6:** Please describe the process of producing "best value" for University and its users, through creative marketing, campus enrichment programs, student development programs, etc.
- **Tab 7:** Describe any Small Business & Vendor Diversity Relations (SBVDR) programs (section 4.16) or "Green" (Sustainable) initiatives (section 4.18) that Vendor may provide to University.
- **Tab 8:** As defined below (Section 2.9.8), please describe in your proposal any financial consideration.
- **Tab 9 (Attachment B – Vendor Response):** Product and Service Pricing responses, in tabular format (See Section 5.2 Product Group Definition)
- **Tab 10:** Other promotional materials you deem important (At University's discretion, these items may not be considered).

2.7.8 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from a company Vice President or President attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. Such authorization shall be requested immediately upon posting of the short list companies, and the provision of such authorization shall be a prerequisite to continuation in the ITN process. University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, University reserves the right to immediately cancel the award, and to place the company on University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process. Fisher acknowledges.

2.7.9 Corrections, Changes, and Information Provided on Forms within the ITN

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN. Fisher acknowledges.

2.7.10 Anti-Kickback

In compliance with FAR 52.203-7, University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

Fisher acknowledges.

2.8 Proposal Submission and Subsequent Opening

Proposals must be delivered sealed to: University of Florida, Purchasing Services, 102 Elmore Hall, Gainesville, FL 32611-5250, on or prior to **12/13/2006 2:30 PM EST**. University shall not accept proposals received by facsimile. University shall, at the specified closing date and time, open all proposals that are otherwise in order. University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this ITN. When multiple solicitations have been scheduled to open at the same date and time, University will open solicitations that have interested individuals present in sequential order by solicitation number. University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. University reserves the right to retain or dispose of such proposals at its discretion; however, University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to University.

If only one proposal is received, Purchasing may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

Fisher acknowledges.

2.8.1 Proposal Costs

University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

Fisher acknowledges.

2.8.2 Withdrawal of ITN

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. University shall have sole authority to grant or deny such a request. In the event University grants such a request, it may withhold issuing future ITN's to such vendors.

Fisher acknowledges.

2.8.3 University's Right to Use Vendor's Trade Secret

If the vendor submits trade secrets with the Proposal, the vendor shall ensure that it is enclosed in a separate envelope from the Proposal and that it is clearly designated and conspicuously labeled as such.

Trade secret information clearly designated and conspicuously labeled as such in the Proposal documents shall be maintained as confidential and exempt from disclosure under Florida Public Records law in accordance with procedures promulgated by the Purchasing Coordinator and subject to limitations in Florida or federal law. The University shall be the sole judge for

determining which information is accepted as exempt trade secrets. If the University determines that information submitted by the vendor as trade secret information is not exempt, the vendor shall be given the opportunity to withdraw and have the Proposal returned, or to proceed with the knowledge that the information will become available for public inspection under Florida public records law.

Fisher requests that our pricing proposal be treated as confidential information to the extent permissible. This pricing information is provided to the University in a separate envelope.

2.9 Evaluation Process and Award

2.9.1 Contractual Intent/Right to Terminate and Recommence ITN Process

University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of University. However, University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. Fisher acknowledges.

2.9.2 Effective Period of Proposals

Under this ITN, University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation. Fisher acknowledges.

2.9.3 Proposal Acceptance/Rejection

University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to University. University shall not accept any proposal that University deems not to be in its best interests. Fisher acknowledges.

2.9.4 Errors and Omissions in Vendors Proposals

University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. University may decide upon the materiality of such errors, omissions, or other problematic information. Fisher acknowledges.

2.9.5 Determination of and Information Concerning Vendor's Qualifications

University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. Fisher acknowledges.

2.9.6 Apparently Conflicting Information Obtained by Vendor

University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information be obtained from any office, agent, or employee of University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN. Fisher acknowledges.

2.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by University and thereafter incorporated into any contract resulting from this ITN. Fisher acknowledges.

2.9.8 Basis of Short List Selection

The immediate objective of this process is to identify vendors that provide the best value in terms of pricing, product and value added services. University will determine which vendors will be short listed after evaluating the following points (1-4):

1. Vendor use of creative programs to improve the quality and increase the quantity of research conducted by the University community. Examples include:
 - Vendor willingness to cooperate with University in programs to elevate their presence on campus (e.g., departmental vendor shows, campus communications, web site messages, etc.).
 - Exclusive product information seminars
 - Early access to new product releases
 - Potential research collaborations
 - Efforts in place or under development for contract compliance and end-user education on what is on University contract, ordering, etc.Please see Tab 8 for details and discussion.
2. Service Level Expectations (section 5.4):
 - Agree to meet University Service Level expectationsFisher agrees. We have provided full details in Section 5.4.
3. Financial considerations and flexibility. Examples include (detailed in Tab 8):
 - Creative pricing (e.g. signing bonuses, rebates, multiyear contract discount, etc.)
 - Process improvements
 - Incentives for early payment
 - New lab start-up discounts, rebates, etc.
 - Incentives for website orderingPlease see Tab 8 for complete details and discussion.
4. Pricing (detailed in Tab 9):
 - Proposed net pricing as outlined in Attachment BPlease see Tab 9 for pricing.

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between University and the selected proposer(s) or when University rejects all proposals.

If any terms and conditions contained within the documents that are a part of this ITN or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN or resulting contract, as applicable, shall govern in the following order of precedence: amendment to contract, contract, addenda to invitation to negotiate, invitation to negotiate.

Fisher acknowledges.

2.9.9 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsible vendor(s) whose proposal is determined to be the most advantageous to University.

Proposals shall be evaluated by the ITN Evaluation Committee to determine a short list of companies whose written response best addresses University's priorities. University, after initial written responses have been evaluated, shall utilize the following negotiation process:

University may determine a short list of companies with whom to enter into simultaneous negotiations. At the conclusion of this negotiation process, companies in whose offer University is still interested will be asked to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to University, if desired. An invitation to submit a best and final offer is not automatic. University reserves the right to negotiate with any vendor at any time during the process, even if the vendor did not initially make the short list. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offer or communicate further with University, except to respond to requests for clarification from the Committee. The final decision of the Evaluation Committee shall be based upon the initial written response (as described in Section 2.7.8. Proposal Organization), negotiation sessions, and best and final offers. Such a decision may be subject to approval by the Vice President for Finance and Administration.

Fisher acknowledges.

2.9.10 Pre-Award Presentations

University reserves the right to require presentations from select vendors, in which they may be asked to provide information in addition to that provided in their proposals.

Fisher acknowledges.

2.9.11 Pre-Award Negotiations

University reserves the right to negotiate prior to award with select vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and any typographical errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement
- Agreeing to terms & conditions

Fisher acknowledges.

2.9.12 Notice of Proposal Protest Bonding Requirement

Any contractor that files an action pursuant to s. 120.57(3) (b), F.S., protesting a decision or intended decision pertaining to a solicitation, shall at the time of filing of the formal protest, post

with the University, a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order at the time of the filing the formal protest shall result in the denial of the protest.
Fisher acknowledges.

FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

2.9.13 Vendor's Need to Use Proprietary Rights of University

All information proprietary to University and disclosed by University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.
Fisher acknowledges.

3.0 DEFINITIONS

3.1 Agreement/Contract

All types of agreements entered into by University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
Fisher acknowledges.

3.2 Contractor

Same as vendor
Fisher acknowledges.

3.3 Customer

Unless otherwise, implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than University.
Fisher acknowledges.

3.4 May, Should

Indicates something that is not mandatory but permissible, recommended or desirable.
Fisher acknowledges.

3.5 Must, Shall, Will

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.
Fisher acknowledges.

3.6 Proposal

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.
Fisher acknowledges.

3.7 Provider

Same as Vendor
Fisher acknowledges.

3.8 Invitation to Negotiate (ITN)

A competitive negotiation process. It is not to be confused with a Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
Fisher acknowledges.

3.9 Respondent

Same as Vendor.
Fisher acknowledges.

3.10 Response

Same as Proposal
Fisher acknowledges.

3.11 Successful Vendor

Any vendor selected by University to receive a notice of award as a result of this ITN and to enter into a contract to provide University with the products or services sought by this ITN.
Fisher acknowledges.

- 3.12 Supplement Agreement**
Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.
Fisher acknowledges.
- 3.13 Supplier**
Same as Vendor.
Fisher acknowledges.
- 3.14 University**
Refers jointly to the University of Florida and Florida State University
Fisher acknowledges.
- 3.15 Vendor**
For purposes of this ITN, "Vendor" means any entity responding to this ITN with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
Fisher acknowledges.
- 3.16 Vendor's Proposal**
Same as Proposal
Fisher acknowledges.
- 3.17 Vendor's Response**
Same as Proposal
Fisher acknowledges.

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between University and the Successful Vendor. In the event of a conflict between any provision contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal. Fisher acknowledges.

4.1 Actions of Successful Vendor

University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of University. Fisher acknowledges.

4.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of University. University shall not unreasonably withhold permission. Neither party may use the other party's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without such other party's express prior written consent. Fisher respectfully requests the additions in red text.

4.3 Americans with Disabilities Act

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act. Fisher acknowledges.

4.4 Certification

By signature on the "Proposal Certification" form included herein, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to University only those services and/or materials as stated in and allowed for under resulting Agreement(s). Fisher acknowledges.

4.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of Florida or Florida State University. Further, all Vendors must

disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches. Please see Section 6.0 for Certifications & Forms.

Fisher acknowledges.

4.6 Discrimination

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

Fisher acknowledges.

4.7 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

Fisher acknowledges and will insert a similar statement in all subcontracts for services specific to the University.

4.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the Vendor commits to the following:

1. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
2. If the Vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
3. If the Vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
4. If the Vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate (Yes or No)

4.9 Federal, State, and Local Taxes, Licenses and Permits

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by University. Successful Vendor shall, at no expense to University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
Fisher acknowledges.

4.10 Inspection and Audit

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by either University of Florida, or Florida State University.
Fisher acknowledges. University will provide Successful Vendor with reasonable prior written notice before such inspection or audit. Any such inspections or audits shall be at the University's sole cost and expense and shall be reasonably limited in frequency and scope. Fisher respectfully requests the additions in red text.

4.11 Liens

Each Successful Vendor shall keep University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
Fisher acknowledges.

4.12 Modifications

The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
Fisher acknowledges.

4.13 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.
Fisher acknowledges.

4.14 Sales and Use Tax

The Successful Vendor agrees to comply with and to require all of its subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws.
Fisher acknowledges.

4.15 Sexual Harassment

Federal law and the policies of University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance

toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive academic environment for University students. University vendors, subcontractors and suppliers are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. Fisher acknowledges.

4.16 Small Business & Vendor Diversity Program

University is committed to utilizing Florida Certified Minority Businesses and Small Businesses/Small Disadvantaged Businesses (CMBE, SB, & SDB) that provide services and/or commodities.

Please describe (In Tab 7 per Addendum 3) the vendor's plan to utilize small, disadvantaged, minority and women-owned businesses. Also describe the ability to report to University the dollar value of University's purchases from these vendors. These reports must be included in the quarterly business review.

For questions regarding SBVDR program, contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-1331. Please see Tab 7 for details.

4.17 Smoking Policy

All facilities of University of Florida are smoke free. Smoking is not permitted inside University buildings or within 50 feet of doorways and air intakes. The successful Vendor is expected to respect this smoke free policy and fully comply with it. Fisher acknowledges.

4.18 Green (Sustainable) Programs

University is concerned for the environment. We anticipate a program combining end user education with Vendor initiatives for the use of products or packaging. Please include discussion of any green (sustainable) items or services the vendor can provide. Please submit your related policies, process, as well as provide examples of practices that have been put in place in Tab 6 (per Addendum 3). Fisher acknowledges. Please see Tab 7 for details.

4.19 Assignment-Delegation

No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without written permission of University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Fisher acknowledges.

4.20 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to University any and all claims for such overcharges. Fisher acknowledges.

4.21 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product. Fisher acknowledges.

4.22 Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. Fisher acknowledges.

4.23 Indemnification/Hold Harmless

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, Florida State University Board of Trustees, Florida State University, the State of Florida and the Florida Board of Governors, their officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence or willful misconduct of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement. With respect to any defense or indemnification obligation hereunder, Successful Vendor shall have sole control of the defense of the action and all negotiations for its settlement or compromise. In the event of a claim or injunction resulting from an infringement claim or if Successful Vendor deems a product likely to become subject to a claim of infringement, Successful Vendor may, at its option and expense, procure for University the right to continue using the product, replace or modify the same to avoid the infringement, or grant University a credit for the product and accept its return. Successful Vendor shall not have any liability to University if the infringement or claim thereof is based on the use or sale of the product in combination with other products or devices which are not furnished in combination by Successful Vendor. In no event shall either University or Successful Vendor be liable to the other for any consequential, punitive, exemplified, multiplied or special damages, regardless of whether advised of the possibility of such damages.

Fisher respectfully requests the changes in red text.

4.24 Insurance Requirements

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire.

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.
Fisher acknowledges.

4.25 Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage to the extent such loss or damage is caused by the negligence or willful misconduct of Successful Vendor or its agents. University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
Fisher respectfully requests the additions in red text.

4.26 Labor Disputes

Successful Vendor shall give prompt notice to University of any actual or potential labor dispute which delays or may delay performance of the Agreement. Each party agrees that it shall not hire or solicit for hire in any capacity any person employed by the other party, or employed by the other party within six (6) months prior to such hire or solicitation for hire, except upon such other party's express written consent.
Fisher respectfully requests the additions in red text.

4.27 Laws and Regulations

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify University, its officers and agents against any claims of liability arising from or based on any violation thereof.
Fisher acknowledges.

4.28 No Waiver of Right by University

No waiver by University either party of any breach of the provisions of the Agreement by the ~~Successful Vendor~~ other party shall in any way be construed to be a waiver of any future breach or bar University's such party's right to insist on strict performance of the provisions of the Agreement.
Fisher respectfully requests the changes in red text.

4.29 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida are no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University of Florida has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University of Florida may encounter ACM and must, therefore, comply with the following instructions:

1. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
2. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
3. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Assistant. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Asst. Dir. of Housing Maint. Serv.	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

Fisher acknowledges.

4.30 Parking

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing work on University premises.

If on campus at the University of Florida the Successful Vendor should contact Transportation and Parking Services at 352-392-2241 or visit our parking website at <http://parking.ufl.edu/default.htm>.

If on campus at Florida State University the Successful Vendor should contact University Parking Services at (850) 644-5278. Any person requiring special accommodations should contact Jerry Rivera at (850) 644-8142 or jrivera@admin.fsu.edu. Fisher acknowledges.

4.31 Payment Terms

University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The vendor ombudsman whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining payment(s) from University, are listed below for each campus.

University of Florida Vendor Ombudsman
(352) 392-1241

Florida State University Vendor Ombudsman
Dianna Norwood
dnorwood@mailier.fsu.edu
850.644.0065 (w)
850.645.7203 (f)
850.509.8750 (c)
418B Westcott
Mail Code 1320

Fisher acknowledges.

4.32 Prior Course of Dealings

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement. Fisher acknowledges.

4.33 Prison Rehabilitative Industries

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301 Fisher acknowledges.

4.34 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for University for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).
Fisher acknowledges.

4.35 Referencing of Orders

For each order issued against an agreement resulting hereunder, University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event University fails to do so, University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to University.
Fisher acknowledges.

4.36 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Gainesville, Florida.
Fisher acknowledges.

4.37 Right of Inspection

University shall have the right to inspect the goods at delivery ~~before accepting them and~~ return any defective goods in accordance with the Successful Bidder's Return goods Policy (see Section 5.4.9 below).
Fisher respectfully requests the changes in red text.

4.38 Right of Offset

University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by University, or damages assessed by University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing University, including expenses, costs and damages described in the termination provisions contained herein.
Fisher acknowledges.

4.39 Shipment Under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
Fisher acknowledges.

4.40 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by University. University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the Universities. Where the proposer proposes to substitute a material or product which is not known to University, he/she shall be prepared to submit samples on request for University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer. Fisher acknowledges.

4.41 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

Our packaging is designed for safety, environmental protection, convenient handling and storage, and preservation of product integrity. Fisher's packaging meets current government regulations for shipping. Shipping cartons meet DOT and international hazardous material regulations.

4.42 Termination

4.42.1 Convenience

University reserves the right to terminate the Agreement in whole or part at anytime when in the best interests of University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials ~~accepted~~ delivered before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against University in the event of termination under this provision.

Fisher respectfully requests the changes in red text.

4.42.2 Default

University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement provided that University provides the Successful Vendor with written notice of such failure and a reasonable opportunity to cure. University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to University on demand. ~~University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to University for any excess costs incurred by University in re-procuring the materials or services.~~

Fisher respectfully requests the changes in red text.

4.42.3 Gratuities

University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

Fisher acknowledges.

4.42.4 Insolvency

University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its

creditors or an arrangement pursuant to any bankruptcy law; of if a receiver is appointed for Successful Vendor or its business.
Fisher acknowledges.

4.42.5 Lack of Funds

The Agreement may be canceled without further obligation on the part of University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonable possible. No penalty shall accrue to University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.
Fisher acknowledges.

4.42.6 Suspension or Debarment

University may by written notice to the Successful Vendor immediately terminate the Agreement if University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor, Vendor of any public procurement unit or other governmental body.
Fisher acknowledges.

4.42.7 Continuation of Performance Through Termination

The Successful Vendor and University shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.
Fisher respectfully requests the addition in red text.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

The intent of this ITN is to develop a documented relationship between University and Vendor(s) regarding purchasing and delivery of Laboratory Supplies. This document is intended to achieve a mutual understanding of the business negotiables, facilitate final agreement and to provide immediate action steps and results. Typically, 3 - 4 meetings will follow to discuss your response and determine next steps. Fisher acknowledges.

5.1 Term of Agreement

The term of this Agreement will be a period of five (5) years, 02/01/2007 to 1/31/2012. Fisher acknowledges.

5.2 Product Group Definition

In FY '05/06, the University of Florida and Florida State University spent over \$19 million on Laboratory Supplies. University has created 5 product groups to illustrate typical spend history; Chemicals & Life Science Products, Consumable Supplies, Small Equipment, Glassware/Plasticware, and Instruments, each with a complete spend profile in Attachment "A". Fisher acknowledges.

5.2.1 Spend Profile

In order for the Vendor to understand the complexity of the Universities' purchases, in Attachment "A", University has provided a complete profile of items and spend for each product group. Contained within each worksheet of Attachment "A" are the estimated total annual purchases for the corresponding product group. The data contained on each worksheet consists of product number, product description, unit of measure, and estimated annual spend. **Attachment "A" is not a market basket. Vendor does not need to respond in these categories.** Vendor should respond as described in sections 5.2.2 to 5.2.5. Fisher acknowledges.

5.2.2 Structure of Response

As outlined in Attachment "B", Vendor is allowed flexibility in structuring response in order to provide a response that produces the most value for University. Vendors may respond with products grouped into categories and subcategories of their choice, including but not limited to grouping by:

- Manufacturer
- Vendor internal category designation
- generally accepted industry wide categories
- any other grouping Vendor chooses

Each category must have only one discount off of list for all products within the category. Additionally, in order for University to better understand Vendor's response, Vendor must provide a brief description of the logic used to produce the selected categories.

University does not anticipate that each Vendor provides products across all of University's purchases as included in Attachment A. In Tab 9 of Vendor's response,

Vendor must provide a complete product listing for all products it wishes to bid on within each category, including:

- Vendor product number
- Product description
- Unit of measure
- List price
- Net price

For any products not manufactured by Vendor, Vendor is to indicate the manufacturer, manufacturer product number, where the manufacturer is a subsidiary of Vendor, and whether Vendor is the exclusive provider of each product.

Vendor may group products in any logical manner that meets the above specifications.

We have provided full information in Attachment B of our response. Our pricing methodology includes Commodity Discount Codes, individual vendor discounts, and special line item pricing. Please note that the CDC code refers to a market segment of individually grouped items with similar characteristics.

5.2.3 List Prices

Vendors must provide a single list price (see Attachment B) for each product based on their current publicly available list price book.

List prices shall be held firm for a period of 12 months after execution of a finalized agreement. The successful Vendor(s) will only be allowed to increase prices once a year, on the subsequent contract anniversary date. Any increase in list price will only be effective after documented and agreed to by University. In the event that the list price of any product is reduced, Vendor shall notify University purchasing department and apply the price decrease immediately.

Any price increase shall not exceed the finished goods Producer Price Index (PPI). Fisher acknowledges provided that, when the calculated price for a catalog product falls below Fisher's cost plus 11%, the price charged will be Fisher's cost plus 11%.

5.2.4 Discount

Vendor shall provide a single discount for each product category or sub-category as determined by Vendor. This discount will apply for the duration of the contract. In the event a new product category is introduced containing no previously existing products, Vendor shall notify University purchasing department prior to sale of any products in category. The new category will receive a discount mutually determined between Vendor and University purchasing departments. Fisher acknowledges.

5.2.5 New Product Introductions

Vendor will notify University purchasing department quarterly of new product introductions. As new products are introduced, products will be sold at list price, minus the discount for the product category the new product is placed in. In the event a product is introduced that is not in an existing category, procedures detailed in section 5.2.4 will apply.

We can communicate new products through our Sales Representatives, **Mark Tatiossian** and **Brendon Firestone**, who can also direct end users to our website, www.fishersci.com. Fisher's website is continually updated with new products that may be viewed in detail by all users even if the user is not logged in. End users can click on "What's New" New Products and "What's New" Promotions for a complete list of new products and promotions. At your request, we can also fax product specifications to end users, teleconference vendors with end users, and/or direct end users to vendor websites.

Our Managed Services Site Specialist, **Terrie Gunter**, can also communicate new product offerings and product substitution information.

5.3 Additional On-campus Sales Programs

Vendor will provide, as part of its response, the location, sales data (including total sales, quantity, unit price, list price and discount for all products sold), rebates provided, agreements signed, whether University or Vendor provides personnel to manage programs and other details of any additional on-campus sales programs. This includes any freezer programs, stock cabinets, supply centers, etc. University understands the value of these programs, and expects they will be continued as part of the contract awards from this ITN. Failure to disclose any additional on-campus sales programs at University may result in the disqualification of Vendor from the ITN process and any resulting contract.

University of Florida

Full Service Storeroom

Fisher currently operates one (1) full-service storeroom in the Shands Receiving area, Room DG-16, stocking 728 SKUs with on-hand inventory of over \$150,000. Items stocked include tissue culture products, media, BP chemicals, solvents, fine organics, Taq, enzymes, and some safety products. Inventory is Fisher owned and the University customer is billed only when the item is ordered.

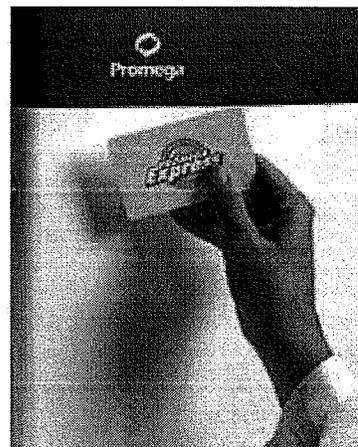
We have **recently enhanced** the storeroom operation to allow for **faster service**. New scanners, bar code labels on all shelves, and a new computer have been added in the last several months to optimize Fisher's performance. **Faster service is a direct result** of the newly installed scanning equipment. A list of products stocked in the storeroom is included with our response.

Three Freezer Programs

Fisher also operates three (3) freezer programs at the University of Florida. One freezer program is located in **Veterinary Medicine**, Room V2-184, with product owned by Fisher and shipped in at no charge. The items are billed only when they are picked up by the University customer. George Papadi (a University of Florida customer) performs an inventory count, faxes the items used to Terrie Gunter, Fisher On-Site Managed Services Site Specialist. Terrie places the replenishment order, and ships items to George for restocking. Items stocked include Eppendorf Taq, Mediatech media, and Promega Taq/enzymes. A list of products stocked in the storeroom is included with this proposal. All prices are University of Florida contract pricing.

Another freezer program is located in the **Academic Research Building**, Room RG-148, which stocks Mediatech media. Melissa Lewis is in charge of running the program for the University. The product is owned by Fisher and shipped in at no charge. The University customer is billed when items are picked up. Replacement items are ordered and restocking completed by Melissa. Fisher absorbs the cost of Melissa's time (one hour per day) to manage this freezer. A list of products stocked in the storeroom is included with this proposal. All prices are University of Florida contract pricing.

The **third freezer program** (PromegaExpress) is totally automated and is located in the Academic Research Building at the University of Florida. The end user must have a laminated identification card to use this freezer. The end user swipes their card on the door reader, which opens the door, and takes out the product. All items are tagged with RF devices, and therefore, the sensors in the freezer know what item(s) were removed. The customer's Fisher account number is charged accordingly, and the system automatically reorders the items to replenish the stock. When the items are received, an individual in the departmental restocks the freezer.



PromegaExpress Card

In addition, there is a customer-owned storeroom at the Vector Core in Alachua, which stocks approximately 50 items. Fisher provides the RIMS scanner and maintains the inventory data and invoicing. The University of Florida manages the remainder of the process, such as monitoring reorder points, placing replenishment orders, and restocking the shelves. A list of products stocked in the storeroom is included with our response. All prices are University of Florida contract pricing.

5.4 Service Level Expectations

5.4.1 Account Management

Vendor will designate a dedicated sales account representative(s) to assist in all activities associated with the service and maintenance of account. Vendor should also describe their product or technical specialists and the frequency with which they would visit University.

Vendor shall provide an organization chart and description of responsibilities of the account management team that would be assigned to University, and the management and executives above the account management team up to Vendor's CEO.

Customers shall have access to their corresponding customer service representative during normal business hours of every business day. Please include contact information with phone, email, fax, etc.

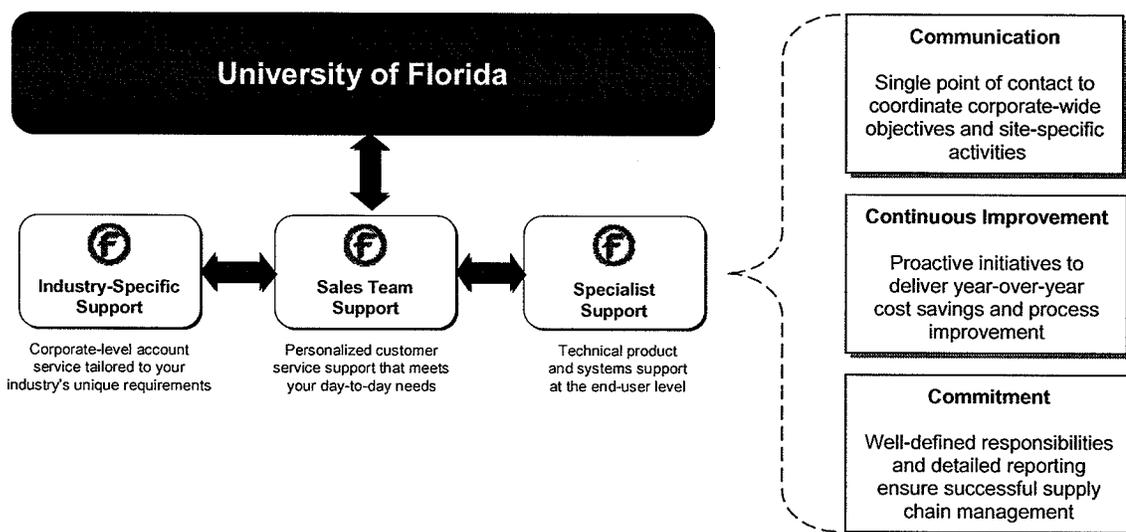
Account Management Best Practices	Benefits to University of Florida
Customer focus with single point of contact	Coordinates committed resources, communication, continuous improvement, reporting, etc.
Integrated customer approach	Focused attention of specially-dedicated individuals and customer satisfaction
“Program Account” status	Overall preferred status where customer-specific resources are provided which are not typically available to all Fisher customers
Management System for Quality	Formal program detailing quality standards for Fisher products and services and timely resolution of all issues relating to University of Florida
Business Review	Key Performance Indicators (KPIs) detail Fisher’s performance and points out areas of improvement, if necessary Ensures that University goals are met and promotes end-user satisfaction
Master pricing schedule	Ensures pricing accuracy

Account Management Best Practices

We realize that service level expectations are a key element in our partnership with the University of Florida and all our academic accounts. Therefore, we offer the University dedicated resources, (three (3) Fisher Sales Representatives, one (1) Customer Service Representative located on campus, one (1) Storeroom Manager, and one (1) dedicated driver for desktop deliveries. These individuals strive to meet the University’s purchasing requirements and provide the level of customer satisfaction so that the University can carry on important research.

- **Mark Tatioossian** – Sales Representative, University of Florida
- **Brendon Firestone** – Sales Representative, Florida State University
- **Sales Associate** – To be hired. The Sales Associate will assist the senior sales representative in all daily sales activities such as demonstrating new products, organizing vendor shows and seminars, helping new researchers in the startup phase of their labs, and coordinating special promotion exclusively for the University.
- **Terrie (Withey) Gunter** – On-Site Managed Services Site Specialist
- **Gary Frenza** – Storeroom Manager, currently manages all aspects of the University of Florida storeroom. Performs daily/weekly inventories of storeroom items to ensure accuracy, places replenishment orders, tracks dry ice sales, dispenses 190/200 proof alcohol, and handles all walk-up orders.
- **Maggie Dias**, Region Manager, is responsible for both Sales Representatives assigned to the University. Maggie has worked with the University for many years and has been active in assisting with program implementation, as well as sales and contract administration.
- **Kris Schoolfield**, Director of Academic Accounts functions as Project Manager, coordinating resources, such as business solutions implementation, product conversion, etc. Kris is also the single point of contact to ensure communication and continuous improvement for the account.

The graphic below depicts the flow of responsibilities and results-oriented account management processes.



In addition to our quality management focus on academic accounts, Fisher is pleased to designate the University of Florida as a “**program**” account. Designated “program” accounts make up a significant portion of our academic research business volume and receive one of the highest levels of account management concentration. Along with our Application Specialists, Fisher can provide the necessary resources system wide to ensure a successful program for the University of Florida, involving all functional areas of our company to sustain and grow our partnership.

Management System for Quality

To more fully explain how best practices are derived and implemented, we would like to explain our *Management System for Quality*. Fisher has always been dedicated to providing quality products and services to its customers and has a formal Quality Program in place. To reflect the new ISO 2000 standards, we have recently updated our Quality Manual. The *Fisher Scientific Management System for Quality* is designed to meet the ISO 9001 and applicable statutory and regulatory requirements. Our quality manual also defines the scope, interaction between processes, responsibilities, and requirements for the Fisher Scientific management system and is driven from the top management down to focus on customer satisfaction and quality metrics.

Fisher’s *Management System for Quality* is also designed to ensure that the University of Florida’s requirements are identified and met—with the **primary objective to enhance customer satisfaction**. Management’s commitment to quality is further reflected by continuous review of quality objectives and standards and communicating this to the Account Management team.

Account management is demonstrated by:

- Continued emphasis on the importance of meeting your requirements as well as statutory and regulatory requirements
- Establishing a quality policy and key business objectives related to the quality of our products and processes
- Regularly reviewing the Fisher Scientific Management System at the business unit level by the Management Team

- Ensuring that adequate resources are available to effectively meet the overall business needs

Business Review

The Business Review report, integral to our overall Account Management process, is the leading report used to evaluate Key Performance Indicators. To date, Fisher's **overall quality performance** has been outstanding with our quality performance of 99.1% for total lines correct. Please see actual statistics below.

Fisher's Quality Performance for Period of November 2005 Through October 2006

RETURN CODE GROUP	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	TOTAL	% OF TOTAL LINES
ORDER ERROR, FISHER	5	6	2	4	8	4	7	16	7	8	7	7	81	0.10%
INCORRECTLY SHIPPED	11	13	10	11	10	14	20	19	7	11	9	17	152	0.19%
DELIVERY ERRORS	7	18	6	4	18	7	5	12	5	9	9	10	110	0.14%
DAMAGED GOODS	9	9	6	11	14	14	13	24	15	10	8	9	142	0.18%
SHORT DATED ITEMS	1					1	1			1	1		5	0.01%
DEFECTIVE MATERIAL	3	2	2	7	4	1	7	1	5	2	2	6	42	0.05%
TRANSPORTATION ERRORS	3	2		4	1	3	2	6	4		2	4	31	0.04%
TAX ERRORS													0	0.00%
PRICING ERRORS	8		2	2	3		6	2	1			2	26	0.03%
ORDER ERROR, CUSTOMER	50	46	50	71	67	78	57	81	50	64	45	65	724	0.90%
OTHER	11	14	7	4	12	6	10	9	5	17	7	7	109	0.14%
TOTALS	108	110	85	118	137	128	128	170	99	122	90	127	1422	1.77%
TOTAL ORDERS	2,521	1,920	2,715	2,708	2,971	2,604	2,865	2,917	2,530	2,987	2,589	2,787	32,114	
TOTAL LINES	6,036	4,943	7,198	6,852	7,304	6,184	7,246	7,242	6,290	7,378	6,521	7,052	80,246	
% CORRECT	98.2%	97.8%	98.8%	98.3%	98.1%	97.9%	98.2%	97.7%	98.4%	98.3%	98.6%	98.2%	98.2%	
% CORRECT (W/O CUSTOMER ERRORS)	99.0%	98.7%	99.5%	99.3%	99.0%	99.2%	99.0%	98.8%	99.2%	99.2%	99.3%	99.1%	99.1%	

Integrated Customer Approach

Corresponding with our single point of contact methodology, Fisher delivers an integrated customer approach through its structure and alignment. This ensures that the University receives the attention of dedicated individuals who are prepared to offer their combined years of experience and expertise in account management and various technical applications.

Fisher Scientific Key Personnel	Contact Information
Bob Lozano Senior Vice President of Sales	Phone : 800-955-9999 x199-8434 E-mail : Bob.Lozano@thermofisher.com
Lisa Miller Vice President, Academic Market	Phone: 800-955-9999 x121-4702 E-mail: Lisa.Miller@thermofishersci.com
Eric Patterson Region Vice President	Phone: 800-955-9999 x121-3910 E-mail: Eric.Patterson@thermofisher.com
Kris Schoolfield Academic Director	Phone: 800-955-9999 x121-3654 E-mail: Kris.Schoolfield@thermofisher.com
Maggie Dias Region Manager	Phone : 800-955-9999 x121-3911 E-mail : Maggie.Dias@thermofisher.com
Mark Tatioossian Sales Representative (University of Florida)	Phone : 800-955-9999 x121-3610 E-mail : Mark.Tatioossian@thermofisher.com
Brendon Firestone Sales Representative (Florida State University)	Phone : 800-955-9999 x121-3944 Email: Brendon.Firestone@thermofisher.com
Bobby Clime Safety Representative	Phone: 800-955-9999 x121-2325 E-mail: Bobby.Clime@thermofisher.com
Terrie (Withey) Gunter On-Site Managed Services Site Specialist	Voicemail : 800-955-9999 x121-2325 Phone: 352-338-1890 Fax: 352-373-4503 E-mail: Terrie.Gunter@thermofisher.com
Cheryl Maender Business Solutions Consultant	Phone : 800-955-9999 x199- 8257 E-mail : Cheryl.Maender@thermofisher.com
Lisa Compton Life Science Specialist	Phone: 800-955-9999 x199-2295 E-mail: Lisa.Compton@thermofisher.com
Gene Lee Chemical Specialist	Phone: 800-955-9999 x121-3848 E-mail: Gene.Lee@thermofisher.com
Gary Frenza Storeroom Manager	Phone: 352-338-0346 E-mail: Gary.Frenza@thermofisher.com
Sales Associate	To be hired with award

Application Specialists

We support researchers in all disciplines through our Application Specialists who can provide the University with information on the newest products and latest technologies and provide expertise leading to effective and efficient application-based solutions. Our Specialists also work closely with leading suppliers and your Fisher Sales Representatives, Mark Tatiossian, Brendon Firestone, and a to-be-hired sales associate, to ensure that your researchers derive the greatest benefits from our products and services.

Each member of the Fisher team is committed to providing superior service and will make themselves available, as needed, to answer questions and assist the University in meeting your objectives.

Specialists available to the University of Florida include:

- **Managed Services Site Specialist, Terrie Gunther**, currently performs a variety of non-core activities at the University of Florida. She is the on-site specialist representative dedicated to supporting all aspects of the ordering process including, placing orders, handling returns/credits, and tracking back orders for the University of Florida and Florida State University. Other duties include credit card reconciliation, requisition review, product cross-referencing, demo and repair scheduling.
- **Cheryl Maender, Business Solutions Consultant**, can assist the University in identifying process needs and ways to maximize cost-saving opportunities with fully integrated procurement management programs. Cheryl can also work with the University to develop end-user training programs on the Fisher web site and other electronic ordering systems.
- **Lisa Compton, Life Science Specialist**, is available to assist in all aspects of life science products.
- **Jay Yi, Biosciences Account Manager**, is available to share product lines within the life science area, but who specialize in products unique to their expertise, e.g., Perbio, Dharmacon, Pierce, HyClone, etc.
- **Gene Lee, Chemical Specialist**, provides informative solutions to questions about FisherChemical products. Fisher's Chemical Specialists also serve in technically supporting sales of Fisher chemicals as well as ACROS Organics.
- **Jim Shaw, Process Chemical Specialist**, can assist with technical information required for validation, assist on three-lot validations, and special packaging requirements. He can also ensure all one-lot of material, as well as make arrangements for special packaging, mixes, safety enhancements, or testing that can increase efficiency.
- **Tim Sackos, Instrument Specialist**, provides expertise on all types of laboratory instruments, whether manufactured or sold by Fisher, or obtained elsewhere. All instrument specialists undergo a rigorous, ongoing education process to keep them up-to-speed on the latest updates and modifications.
- **Bobby Clime, Safety Representative**, can assist in the proper selection and use of Occupational Health and Safety products. Manufacturers and other industry safety experts intensively train our safety professionals, so that they can quickly identify workplace hazards, recommend the appropriate products, and facilitate the implementation of safety programs. Bobby can share his expertise with compliance

to Federal Safety guidelines, on-site training, and work to promote long-term safety in the University's work environment.

- **Manufacturers' Representatives** provide technical support on the products they sell. They can arrange for on-site product demonstrations and shows to promote new products and answer end-user questions.

Customer Service

Our On-Site Customer Service Representative, Terrie Gunter, is available from 8 AM to 5 PM Monday through Friday. Her contact information is as follows:

Phone: 352-338-1890
Fax: 352-373-4503
Voicemail: Terrie.Gunter@thermofisher.com

Organization Chart

We have provided an organization chart in Tab 3 of our response.

5.4.2 Purchase Methods

Vendor must be able to accommodate multiple methods of purchase. At a minimum Vendor must accept orders via phone, fax and e-mail using either purchase orders or University issued purchasing cards. Strong preference is given to Vendors that also provide customized websites, containing University contract pricing, for end user purchases.

Please outline any web-based purchasing options offered in tab 6. Please include information on when web based purchasing will be available, and any end-user training Vendor offers to aid in adoption of web-based purchasing methods.

Order Options

As a leader in e-commerce since the 1960s, Fisher realizes the necessity to provide our customers with the tools for easier and more effective management of their orders.

Order options available from Fisher Scientific include:

- Mail
- Phone (toll-free at 800-766-7000)
- Fax (toll-free at 800-926-1166)
- Auto Fax
- E-Mail
- Internet at www.fishersci.com
- Direct from Enterprise Resource Planning (ERP) programs, such as SAP or People Soft
- EDI
- cXML, xCBL, EDI, oagXML
- Operations Resource Management program, such as Ariba, PerfectCommerce, etc. to which Fisher is linked
- On-Site Customer Service Representatives
- Fisher Requisition and Inventory Management System (RIMS proprietary software)

Customized Website for the University of Florida

Cheryl Maender, Fisher Business Solutions Consultant, has been working with Belinda Killian to determine the University's requirements for a customized web page. We have provided a draft of this document in the Attachment section of our response. Fisher is eager to move forward with this project, and can assist the University in developing a customized web page to meet specific purchasing requirements.

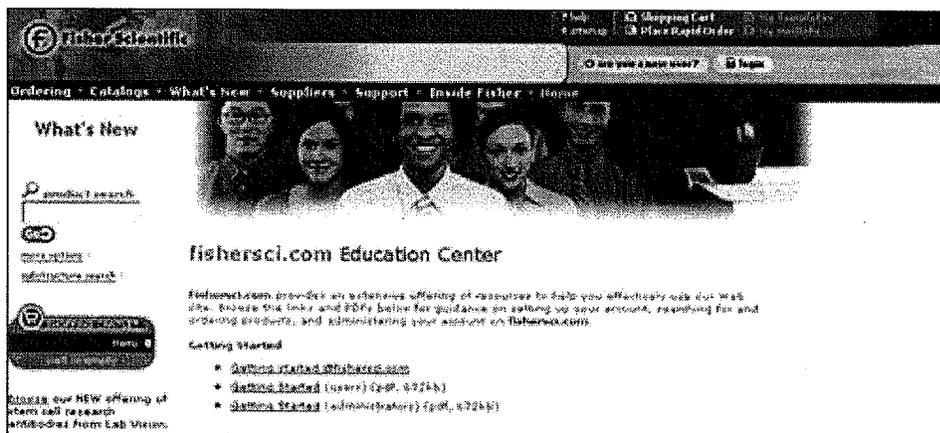
The customized website will contain all of the standard features of our website plus any other features the University deems necessary. These features and benefits are described below.

Value to End Users

- University of Florida contract-specific prices
- Real-time product availability
- Utilize the Rapid Order feature when a catalog number is known, saving time on line as users build their Shopping Cart
- Create multiple Hot Lists and Order Templates to organize most frequently ordered items and save more time
- Apply purchases to an open account using a Purchase Order number, Blanket Order number or Credit Card (for orders under \$1,000)
- Check the status of an order, whether placed on-line or by another method
- Establish parameters for multiple users such as specific user/department profiles, order dollar limits
- Secure environment

Training—Fishersci.com Education Center

Training is available on Fisher's website on a variety of topics related to ordering. **Fishersci.com** provides an extensive offering of resources to help you effectively use our website. Users and administrators can browse the links and PDF files on the new **Fishersci.com Education Center** page for guidance on setting up an account, searching for and ordering products, and administering the account on fishersci.com. All files can be downloaded easily.



Topics include:

Getting Started

- Getting started @fishersci.com
- Getting Started (users)
- Getting Started (administrators)

Using fishersci.com

- User Account Setup
- Searching and Browsing for Products
- Ordering Products on fishersci.com
- Order, Shipping, and Invoice Confirmations
- Fund Tracking
- Requisition and Order Tracking
- Administrator/SuperUser Account Setup
- Administer Users
- Dollar Rules
- Custom Catalog Rules

5.4.3 Business Review Meetings (Quarterly)

In order to maintain the partnership and improve business processes between University and Vendor, University will require quarterly business reviews. The meeting shall include, but not limited to:

- Review of Vendor performance as determined by Service Level Agreements (Section 5.4.4)
- Review of reporting (Section 5.4.6)
- New product introductions
- Process improvement opportunities
- Current and proposed initiatives to drive additional spend, if applicable, to:
 - "Green" (Sustainable) products or services (Section 4.18)
 - "SBVDR" or "MWBE" manufactured products (Section 4.16)
- Industry news and updates
- List price changes

Our quarterly business reviews will give us an opportunity to discuss our progress on key initiatives, review key metrics and compliance, create an open dialogue to uncover new opportunities to gain a better understanding of the University's short- and long-term goals, and to agree upon mutual action items that will keep our partnership moving forward. The Business Review for the University of Florida is found in the Attachment section.

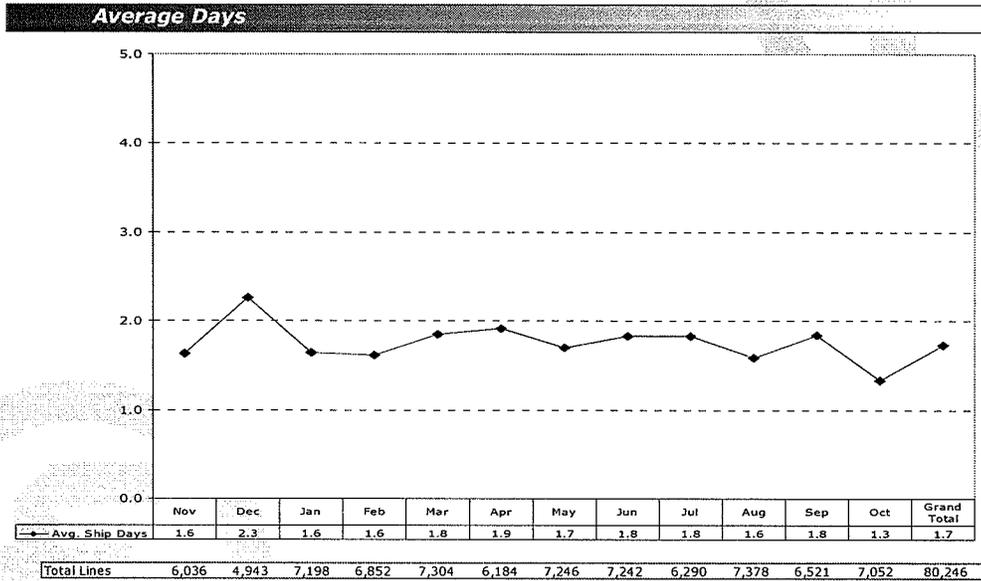
5.4.4 Service Level Agreement Metrics

Vendor's ability to maintain excellent service levels is essential in maintaining a mutually beneficial relationship between University and Vendor. The following metrics will be continually monitored:

Delivery Timing - On-time delivery shall be maintained at 95% or greater.

This metric is part of the Business Review process. Please see below for Fisher's performance at the University of Florida for the period of November 2005 through October 2006. Average ship days for this period is 1.7 days.

Average Ship Days



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Order Accuracy - Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as the number of items delivered as ordered divided by the total number of items ordered.

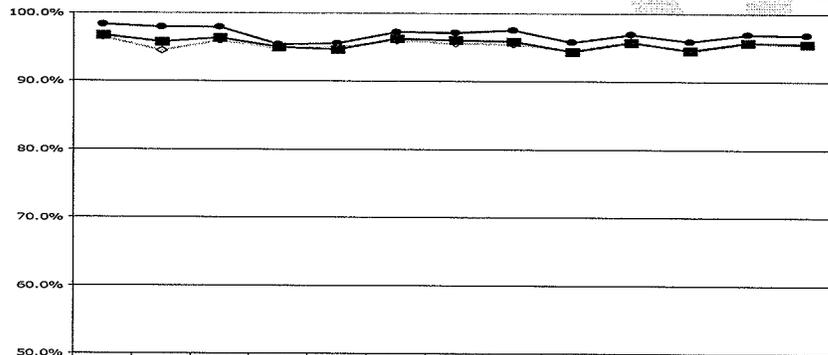
Order accuracy is part of the Business Review process. Please see Section 5.4.1 for Fisher's performance at the University of Florida for the period of November 2005 through October 2006.

Order Completeness - Order Fill rate shall be maintained at 95% or greater. Order Fill rate is defined as the number of items on an order filled completely as ordered divided by the total number of lines on an order.

Order completeness is part of the Business Review process. Please see below for Fisher's performance at the University of Florida for the period of November 2005 through October 2006. Line fill rate for this period is 96.9% for SuperStock gold items.

Fisher Line Fill Rate

Fill Rate



	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	TOTAL
# of Superstock Gold Lines	1,778	1,348	1,781	1,883	2,030	1,689	2,063	1,953	1,709	2,041	1,815	1,915	22,005
# of Superstock Gold Filled	1,749	1,320	1,744	1,797	1,940	1,642	2,004	1,905	1,637	1,979	1,740	1,857	21,314
# of Superstock Lines	1,420	1,129	1,693	1,619	1,719	1,434	1,659	1,692	1,456	1,766	1,567	1,655	18,809
# of Superstock Filled	1,370	1,067	1,626	1,535	1,634	1,376	1,586	1,616	1,376	1,695	1,480	1,584	17,945
# of A Lines	4,309	3,335	4,881	4,792	5,086	4,260	5,083	4,986	4,336	5,242	4,586	4,918	55,814
# of A Filled	4,169	3,195	4,705	4,552	4,820	4,103	4,882	4,782	4,093	5,022	4,338	4,712	53,373

Superstock Gold - Top 500 items sold to Research Customer.
 Superstock - Top 50% of the line volume.
 "A" items - 80% of items most frequently ordered company wide.

Not Included: Non-stock, specials, direct shipments, B items and C items

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5.4.5 Storeroom Stock

In the event University awards to a primary lab supplies vendor, that vendor may have the opportunity to operate a lab supply storeroom to supply contract items to University. As part of the storeroom operations, Vendor may be required to sell dry ice and alcohol products. All University Environmental, Safety and Health guidelines must be followed for the storage, transportation, and sale of these products. Prices charged will not be greater than contract pricing. As part of operations of the storeroom, Vendor may be required to lease the space from University.

Fisher currently operates a lab supply storeroom in the Shands Building to provide high-usage contract items to the researchers at the University of Florida. This storeroom is extremely important to the end-user community in providing immediate access to critical products for their research. Our proposal for a prime supplier award includes the continuation of this storeroom.

5.4.6 Reporting

All reporting will be in electronic format provided during quarterly business review meeting. Reports will include, but not limited to:

- Detailed invoice level purchase history with the following fields:
 - Invoice Number
 - Invoice Date

- PO Number
- Vendor Product ID
- Manufacturer
- Manufacturer ID
- Item Description
- Contract Category
- Quantity Ordered
- Quantity Shipped
- Unit Price
- List Price
- Extended Sale Price (Quantity Ordered * Unit Price)
- Ordered By Department
- Order Date
- Delivery Date
- Other Organizations; Total dollar value of purchases and total of orders through University agreement
- Total Number and dollar value of Order initiations (Phone, Internet, Retail)
- Detail of non-contract purchases
- Storeroom or freezer program sales
- Breakdown of spend on P-card vs. P.O. purchases

Vendor and University will work together to create additional reporting as University deems necessary.

We recognize the need to provide measurements and Key Performance Indicators (KPIs) that drive the performance of the contract. Fisher views reporting as a building block for evaluating success and improving general performance. Therefore, we have developed a variety of account-specific reports that measure monthly and year-to-date activity.

The following are examples of reports developed to address customer requirements for information and managing the procurement process. Reports can be generated for each site or combined for the total figures.

Some report examples include:

- **Purchase History Report:** Listing of all products purchased with quantities and extended net and list prices.
- **Third Party Purchase History:** All items purchased from Third Party vendors
- **Minority Vendor Report:** All items purchased from Fisher Scientific which were supplied from a small or minority-owned business.
- **Chemical Usage:** Tracks all chemicals purchased from Fisher Scientific.
- **Consolidated Billing Report:** Customized weekly, biweekly or monthly for invoices.
- **Business Reviews:** These include monthly performance reports and charts on Key Performance Indicators including line fill rates, quality performance, e-commerce, error reporting, summary purchase volume tracking, accounts receivables aging, and others.
- **Usage Report:** Shows customer product usage over a given period
- **History of Sales:** Includes sales history for specific time period.
- **1st Choice Report:** Product conversion and standardization offer some of the most immediate and measurable opportunities for cost reduction in the laboratory today. This report lists all products purchased from Fisher, grouped by product category and location. We have recently refined this report so that the initial report (and periodic updates) can, not only tell which brands of products end users are buying, but also identify "Best Value" alternatives, (e.g., specific Fisherbrand pipet tips) recommended by Fisher for conversion and standardization and priced more advantageously than other brands.

5.4.7 Remediation

In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit.
Fisher acknowledges.

5.4.8 Delivery

A Vendor, within twenty-four (24) hours after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract cancellation and/or Vendor suspension.

Desktop Delivery – Vendor must provide delivery directly to individuals or laboratories within buildings as required by each department.

We will continue to provide the current level of desktop delivery at the University of Florida and loading dock delivery to Florida State University.

Next Day Delivery – University prefers next day delivery for all lab supplies. Vendor should detail any requirements for providing next day delivery (including order placement time requirement, or supply location) in Tab 6.

In-stock items at our Suwanee (Atlanta), distribution center are delivered to University sites the next day, if the order is placed prior to 2 **PM EST**. Please note that exceptions include certain DOT-regulated hazardous chemicals and items shipped direct from the manufacturer that may require additional shipping time. Special handling or air express charges incurred at the University of Florida's request will be charged to the University.

Additional Fees – There shall be no dry ice, blue ice, handling, fuel, hazmat, shipping or delivery charges (FOB Destination) to any location.

Freight charges for all products are F.O.B. University of Florida's U.S. destination, normal **freight prepaid and absorbed** by Fisher. Special handling or air express charges (third party fees, if applicable) incurred at the University of Florida's request will be charged to the University.

5.4.9 Return Policy

Vendor shall provide full credit to customer on all returns for merchandise returned. We realize that sometimes it is necessary to return an item. Returning an item is a simple process at Fisher. To return an item:

1. Call Fisher Customer Service at (800) 766-7000 for a return authorization number.
2. Write the return authorization number on all shipping labels and correspondence pertaining to the shipment. Do not write the number on cartons. (We are sorry, but we cannot accept returns without a return authorization number; returns without this number will be sent back to you at your expense. Also, we cannot give you a purchase credit without a return authorization number.)
3. If you receive the package from a Fisher warehouse, ship the package prepaid (no CODs are accepted) to your customer-assigned warehouse unless otherwise directed by Fisher Scientific.

Products shipped to you directly from a Fisher supplier should be returned to that supplier, unless you are otherwise instructed by Fisher Scientific. If you do not know your customer-assigned warehouse, a Fisher Customer Service Representative can give you

that information when you request the return authorization number. Please use the street address for the Fisher warehouse on your mailing label, as shippers will not deliver to PO Box numbers.

4. Return your item(s) within 30 days of receipt by requesting a return authorization number. Please note that return shipments of hazardous materials must be packed, marked, labeled, and shipped in accordance with DOT and other applicable regulations governing transportation of hazardous materials and may only be shipped by a carrier registered with the DOT.

We will issue full credit for return of:

- Products that you did not order
- Products that are defective at the time you receive them

We are sorry, but we cannot issue credit (unless the product was defective when received) or accept returns of:

- Discontinued products
- Products that have been personalized or customized
- Items supplied to customers as an accommodation, including without limitation, third-party purchases
- Items not purchased from Fisher
- Refrigerated or temperature-controlled products
- Outdated, shelf-worn, or used products (those not in salable condition)
- Reagents, diagnostics, or chemicals that have been opened
- Broken thermometers or any material containing free mercury. (Note: Fisher cannot arrange for the treatment or disposal of mercury.)
- Products purchased by you which are solely intended for delivery within the United States and you have caused those Products to be shipped outside of the United States in violation of any United States export law or regulation or in violation of Fisher's Terms and Conditions.

On-Line Return Products Feature Via Fisher Website

In accordance with the return policy stated above, registered and logged-in users can request on-line authorization to return products to Fisher making the return process faster and easier. The Return Products feature processes authorizations for any product on any recent orders (not just those placed on-line).

5.4.10 Back-Orders

Ordering department must be notified within 8 business hours of any item is on backorder. University does not allow backorders for any orders placed on P-cards. Backorders will only be charged when shipped. The packing list must state what is backordered unless other arrangements have been made to not allow backorders. If the order is coming from multiple warehouses or the shipment is split in transit, the vendor has the following options:

1. On each packing list of a split order, it must state that the order has been split and reference a number common to both packing lists, or
2. Each shipment will be charged separately so each charge equals the packing list of the shipment.

Notification of backorders is communicated **real time** at the time of order entry, whether the order is placed through Customer Service or via our website. **Real-time product availability** acts to eliminate backorders before they occur.

Packing slips show the status of items ordered which are not included in the shipment or are shipped in separate boxes.

Fisher does not bill for an item until it ships. If an item is order on a P card, the P card will not be charged for backordered item until the item ships.

5.4.11 Restocking Policy

Vendor shall also not impose a restocking fee on Customer for inventory that is returned. Fisher acknowledges.

5.5 Electronic Purchasing System

University is exploring the option to move towards an eProcurement marketplace solution. Any expense related to vendors that participate with the potential solution through providing their catalog is deemed negligible. The positive impact for selected suppliers will be, but not limited to electronic submission of orders, improved order accuracy with utilization of hosted or punch-out catalogs, and potential for faster payment. Any vendors not responding to the ITN will likely not have an opportunity to participate in the University eProcurement marketplace. Fisher acknowledges.

5.6 Ordering Restrictions

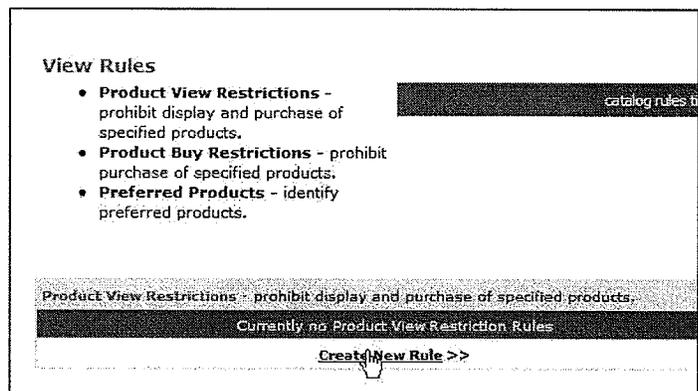
Vendor must be able to restrict the purchase of select items to University employees through website or other ordering methods. University may require Vendor to restrict the sale of regulated items, radioactive substances, items not on contract, or other items as deemed necessary by University. Vendor may also be required to report any attempts to purchase these items to contacts in the purchasing department. Our website has several features that will enable the purchasing department to enact ordering restrictions.

Preferred Products Rules

Preferred Products rules enable the specification of products that you want users to consider first when making buying decisions. These rules do not prohibit the purchase of other products that are available in the online catalogs but highlight products that are preferred. Preferred products can be specified by catalog number, commodity, and/or manufacturer. Users will be able to easily identify those products in search results and online catalogs. Users can use the **More Options** feature to limit a search to preferred products.

Product View Restrictions

Product View restrictions enable you to prohibit the viewing of specific products, allowing an **Administrator/SuperUser** to direct users to more appropriate products or sources using customized messages. Depending on the rules you apply, users might be able to view those products in an online catalog, but will not be able to add them to the Shopping Cart.



Product Buy Restrictions

Product Buy Restrictions enable the University to prohibit the purchase of products you specify while directing the user to a more appropriate product or source using customized messages. You can restrict products by catalog number, commodity, and/or manufacturer. Users will be able to view those products in the online catalogs, but will not be able to add them to the Shopping Cart.

Product View Restrictions

Product View Restrictions enable the University to prohibit the display and purchase of products you specify. You can restrict products by catalog number, commodity, and/or manufacturer. Users will not be able to find those products in the online catalogs nor add them to the Shopping Cart.

5.7 On Campus Marketing and Education Opportunities

Successful Vendor(s) may have the opportunity to exhibit at vendor marketing events, hold vendor specific product marketing events, and provide educational lectures to targeted research personnel. These opportunities will only be available to vendors that have participated in the ITN process and been awarded some portion of University business. During the term of the contract, vendors that fail to meet University requirements for product and service quality may be barred from these activities until products and services again meet University standards. Fisher acknowledges.

5.8 Billing Instructions

Each department must be billed separately. Fisher acknowledges.

5.9 Packing Slips

Packing slips must contain complete item description, quantity, net pricing, and PO number or name of orderer. Packages shipped to the University by Fisher will have packing slips. Packing slips will contain all applicable descriptive and contact information.

5.10 Promotional Products

Any vendor providing free promotional items as incentive to purchase particular items or quantities is prohibited from offering any personal use items as incentive. Any free items must be appropriately themed and for on-campus use only. Fisher acknowledges.

5.11 Placement of Orders

In addition to University campus locations, additional University affiliated remote research centers throughout the state of Florida will utilize the resulting contracts for ordering laboratory supplies. A listing of those locations can be found in Attachment "C". Fisher acknowledges.

6.0 Certifications and Forms

6.1 Certification of Proposal

Explanation: This certification attests to the vendor's awareness and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate 07TO-135 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

Fisher Scientific Company L.L.C.
(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one)

There is no officer or employee of the University of Florida who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the University of Florida who have, or whose relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) IS or IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: Edward A. Pesicka

Title: President Fisher Global Research

Signature: _____

Date: December 11, 2006

Name: _____

Title: _____

Signature: _____

Date: _____

Signature of Authorized Officer

Date: _____

Printed Name

ITN #: ITN 07TO-135 Opening Date: 12/13/2006

Opening Time 2:30 PM