



The University of Georgia

Office of the Senior Vice President for Finance and Administration
Procurement Office

Contract Information Sheet

Agency Contract Number		3251998	
Contract Name		Chematix System and Environmental Health and Safety Software	
Effective Date	Jun 1, 2007	Ending Date	May 31, 2010
Available to all State of Georgia Agencies, political sub-divisions, and K-12 institutions.			
May also be used by higher education institutions and agencies outside of Georgia			
SIVCO TRACKING, INC. Suite 200, 1201 Peachtree Street NE 400 Colony Square Atlanta, GA 30361 Contact: Aniko Szivos Phone: (877) 700-2600 Fax: (877) 547-4741 e-mail: Aniko.Szivos@sivco.com			
Product description and pricing are on attached "Pricing Page" Attached is a copy of the contract and the End User License Agreement for Chematix purchases. For UGA: Purchases should be made by Purchase Order For Others: Contact Sivco Tracking Inc. for ordering details and see attachments FULL CONTRACT DETAILS ARE AVAILABLE AT THIS SITE: http://www.sivco.com			
Business Services Building • Athens, Georgia 30602-4223 • Ph 706-542-2361 • Fax 706-542-7035 An Equal Opportunity /Affirmative Action Institution			

ATTACHMENT A
 PR # 3251998
 OFFICIAL PRICE LIST FOR CHEMATIX
 CHEMICAL TRACKING AND PROCUREMENT SYSTEM

Tier	Number of Chemical labs	Full System Price	IT&WM modules	Inventory (IT) only	Waste Management (WM) only
I	0 - 20	\$15,000.00	\$11,250.00	\$6,750.00	\$4,500.00
II	21 - 80	\$37,500.00	\$28,125.00	\$16,875.00	\$11,250.00
III	81 - 250	\$93,750.00	\$70,313.00	\$42,188.00	\$28,125.00
IV	251 - 500	\$150,000.00	\$112,500.00	\$67,500.00	\$45,000.00
V	501 - 1,000	\$217,500.00	\$163,125.00	\$97,875.00	\$65,250.00
VI	1,001 - 1,500	\$240,000.00	\$180,000.00	\$108,000.00	\$72,000.00
VII	1,501 - 2,000	\$277,500.00	\$208,125.00	\$124,875.00	\$83,250.00
Additional (above 2,000)	500	\$56,250.00	\$42,128.00	\$25,313.00	\$16,875.00

NOTES:

1. IT&WM is Inventory, Tracking and Waste Management and Resource Management modules.
2. Full System includes IT&WM modules plus Procurement, Resource Management, stores, and warehouse management modules.
3. Modules can be purchased individually, lab licenses can be purchased incrementally.
4. The prices above shall be "not to exceed" pricing.

ADDITIONAL COMPONENTS PRICELIST

Description	Cost
Lab Inspection Management Application	\$4,850.00
Radioactive Material Management	\$25,000.00
Biological Permits and Agents Management	\$25,000.00
Fire Safety, EHS Modules (Prerequisite: Laboratory Inspection Module)	\$2,000.00
Laser Equipment Approval Management, EHS Module (Prerequisite: Radioactive Material Management Module)	\$10,000.00
Equipment Inspection EHS Module (Prerequisite: Laboratory Inspection Module)	\$7,500.00
Building Inspection, EHS Module (Prerequisite: Laboratory Inspection Module)	\$ 8,000.00
Training Records, EHS Modules	\$8,000.00

NOTES:

1. Modules can be purchased individually, unless noted otherwise
2. The prices above shall be "not to exceed" pricing.

CONTRACT NUMBER: 3251998

**UNIVERSITY OF GEORGIA
FIELD TERM OPEN CONTRACT**

Agreement made this 1st day of June, 2007, by and between University of Georgia Procurement Office on behalf of the University of Georgia (UGA), hereinafter referred to as the Agency, and SIVCO Tracking, Inc. hereinafter referred to as the Vendor.

WHEREAS, the UGA Procurement Office is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment for the Agency; and

WHEREAS, a single bid has been solicited from the sole source vendor for the sale of the items listed herein to the Agency; and

WHEREAS, the UGA Procurement Office has determined that the sole source vendor above named submitted a responsive bid and is a responsible bidder on such items within the statutory meaning of that term;

The terms, conditions and specifications of the Request for Quote and vendor's response to RFQ are incorporated by reference and made a part hereof just as if they had been fully set out herein.

1. CERTIFICATION.

The UGA Procurement Office does hereby certify the above named Vendor as a source of supply for the items listed herein to the Agency pursuant to the provisions of the Purchasing Act (Official Code of Georgia Annotated, Chapter 50-5).

2. ORDERS.

Orders shall be placed individually and from time to time by the Agency by issuance of a Field Purchase Order referencing this Contract and detailing the items ordered. No shipment shall be authorized until such issuance of a Field Purchase Order.

3. PAYMENT.

The Agency shall pay the amount set out in the attached Item Schedule for any goods purchased hereunder. Payments shall be made individually by the Agency according to invoice, for each lot shipped

4. PRICE.

The prices quoted and listed on the attached Item Schedule shall be firm throughout the term of this Contract. For subsequent renewal terms, the prices will not be increased except as specifically authorized herein.

5. TERM.

The term of this Contract shall be one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Agency during said term shall be filled at the Contract prices.

CONTRACT NUMBER: 3251998

6. DELIVERY.

The goods shall be delivered by the Vendor to the Agency at the destination indicated on the Field Purchase Order, within the delivery time specified on the bid form.

7. FREIGHT.

All goods shall be delivered F.O.B. Destination.

8. RENEWAL.

The UGA Procurement Office may, at its discretion and with the written consent of the Vendor, renew this Contract annually upon mutual agreement for a maximum term of five (5) years.

9. EXTENSION.

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new Contract for this commodity, the Agency may, with the written consent of the Vendor, extend this Contract for such period as may be necessary to afford the Agency a continuous supply of the items listed in the Item Schedule, pursuant to Article VI, Section 16 of the Georgia Vendor Manual.

10. NON-EXCLUSIVE CONTRACT.

This Contract is entered into solely for the convenience of the Agency, and it in no way precludes the Agency from obtaining like goods from other suppliers. Such action shall be made at the sole discretion of the Agency and shall be conclusive.

11. QUANTITIES.

Unless otherwise set forth herein, the Agency shall not be required to purchase any minimum amount during the term of this Contract, nor shall it be limited to any maximum amount during the term of this Contract.

12. COMPLIANCE WITH STATUTES.

The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items to any Agency pursuant to this Contract.

13. APPLICABLE LAW.

This Contract shall be governed in all respects by the laws of the State of Georgia.

14. TRADING WITH STATE EMPLOYEES.

This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

CONTRACT NUMBER: 3251998

15. TITLE AND RISK OF LOSS.

Title to any items ordered and liability for risk of loss shall remain with the Vendor until delivery to and acceptance by the Agency.

16. ADDITIONAL TERMS.

The Agency shall not be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17. ASSIGNMENT AND DELEGATION.

This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the UGA Procurement Office.

18. GEORGIA VENDOR MANUAL.

The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

19. WAIVER.

The waiver by the Agency of the breach of any provision contained in the Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

20. SHIPMENT OF OTHER ITEMS.

The Vendor may ship any items on the Item Schedule attached hereto as a part of any order made pursuant to this Contract, provided the items are specifically ordered under the Field Purchase Order and are a minority of the items and dollar value ordered.

21. INVITATION TO BID AND AWARD.

The terms, conditions and specifications of the Invitation to Bid and the award made in connection with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.

22. ANTITRUST ACTIONS.

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.

CONTRACT NUMBER: 3251998

DRUG-FREE WORKPLACE.

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".
- C. Contractor may be suspended, terminated or debarred if it is determined that:
- (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

23. **ENTIRE AGREEMENT.**

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the Agency unless the change or modification shall be in writing, consented to and approved by the Agency.

24. **SPECIAL TERMS AND CONDITIONS.**

(Attached are any special terms and conditions to this Contract, if applicable:)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

SIVCO Tracking Inc,
Vendor
[Signature]
Vendor Signature

UNIVERSITY OF GEORGIA PROCUREMENT OFFICE
Purchasing Agent
Annette M. Evans

CONTRACT NUMBER: 3251998

Vendor Data Sheet

Agency Contract - Open

1. Orders to be mailed to:

Firm: SIVCO TRACKING Inc.

Address: Suite 200, 1201 PEACHTREE STREET NE
400 COLONY SQUARE, ATLANTA GA 30361
Attn: ANIKO SZIVOS

2. Payments to be made to:

Firm: SIVCO TRACKING Inc.

Address: SUITE 200, 1201 PEACHTREE STREET NE
400 COLONY SQUARE, ATLANTA GA, 30361
Attn: ANIKO SZIVOS

3. Contract Administrator:

Name: ANIKO SZIVOS

Title: MANAGER OF FINANCE & BUSS. DEVELOPMENT

Address: SUITE 200, 1201 PEACHTREE STREET NE
400 COLONY SQUARE, ATLANTA, GA, 30361

Telephone: 770-317-9964

Toll Free Phone (if available): 1+ 877-700-2600

Fax Number: 877-547-4741

E-mail Address: ANIKO.SZIVOS@SIVCO.COM

NOTE: All EXCEPTIONS to the terms and conditions should be noted on a separate sheet as in accordance to paragraph 7 of the Request for Quote, additional Instructions.

**SIVCO TRACKING, INC.
CHEMATIX™ LICENSE AGREEMENT**

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE PROGRAM. By using this Program, Customer is agreeing to be bound by all terms of this license.

The terms "Licensor", "SIVCO", "SIVCO, Inc.," "SIVCO Tracking", and "SIVCO Tracking, Inc." are used interchangeably and all refer to "SIVCO Tracking, Inc.". For purposes of this Agreement, a "laboratory" shall mean any single workplace that uses, stores and tracks an inventory of chemicals under the oversight of one principal investigator and/or one laboratory manager under the supervision of a principal investigator, at one mailing address, in no more than one room, where such workplace is considered a single hazard and safety area.

1. License.

SIVCO grants to Customer a perpetual, nonexclusive and non-transferable license for the internal use only of the accompanying software and documentation, including all machine-readable instructions, components, data, audio-visual content and any error corrections provided by SIVCO (the "Program"). Customer may install the Program on the internal network servicing Customer's entire institution, but the establishment of separate chemical inventories on the Program will be limited to the number of laboratories (as defined below) for which this license has been purchased from SIVCO. End users will be limited to individuals that are employed, enrolled or otherwise affiliated with the laboratories. Such end users' access will be password protected, but they will have unlimited access to the Program via networks, remote dial-in or telecommunications links of any kind. Customer must ensure that anyone who uses the Program does so only in compliance with the terms of this Agreement.

2. Deliverables.

Software. SIVCO shall provide Customer one executable copy of Software's computer program for production purposes and additionally maximum two instances for training or testing purposes. The Software's user documentation should be available for Customer to distribute inside the organization, however Customer shall not copy or distribute user documentation outside its organization.

Hardware. Customer shall arrange for the purchase or lease, installation, testing, and maintenance of adequate hardware. Customer shall be solely responsible for hardware maintenance, including periodic inspections, adjustments, and repair.

3. Restrictions.

Customer may not (1) use, modify, or distribute the Program except as provided in this Agreement; (2) reverse, assemble, reverse compile, or otherwise translate the Program unless enforcement of such restriction is not enforceable under applicable law; or (3) sublicense, rent, lease or charge any fee for usage of the Program.

4. Confidentiality.

The Software is maintained as a trade secret and is confidential and subject to US copyright laws. Customer agrees to take all necessary action to protect the confidential and proprietary information included in the Software, including appropriate instructions and agreements with Customer's employees. Customer may not make copies of the Program, other than a single copy of the Program for archival purposes.

5. Title.

Customer agrees that this License Agreement conveys no title in copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

6. Assignability.

This Agreement and all rights and obligations thereunder shall not be assignable by Customer except with the prior written consent of Licensor. A change in control shall be deemed an assignment subject to this subsection. This Agreement shall be binding upon each party's permitted successors and assigns.

7. Indemnification.

SIVCO shall indemnify and hold Customer harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Customer gives Licensor promptly notice of and the opportunity to defend any such claim. SIVCO shall have the right to settle such claim or, at SIVCO's option, provide Customer (i) a paid up license; (ii) substitute functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the Software based on a deemed license term of five (5) years.

8. Limited Warranty

SIVCO warrants that when the Program is used in the specified operating environment and without code modification by Customer or any user, it will conform to SIVCO's specifications. For a period of ninety (90) days from the date of purchase, as evidenced by the SIVCO invoice, SIVCO warrants to Customer that the media on which the Program is furnished will be free of defects in materials and workmanship under normal use. SIVCO does not warrant uninterrupted or error-free operation of the Program or that SIVCO will correct all Program defects. Customer is responsible for the results obtained from the use of the Program. Customer's exclusive remedy and SIVCO's entire liability under this limited warranty will be at SIVCO's option to replace or repair the Program or refund the fee paid for the Program.

THESE WARRANTIES ARE CUSTOMER EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

SIVCO's liability to Customer and the State of Georgia for breach of this contract shall be limited to \$25,000 or the amount of money paid to SIVCO, whichever is greater; provided, however, the above limitation of liability shall not apply to SIVCO's indemnity obligations, claims for bodily injury (including, but not limited to, death), personal injury, property damage, or any other claim which may be subject to the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq. Provided further, the provisions of this paragraph shall not operate or be construed to expose Customer or the State of Georgia to any liability in excess of any other liability limit applicable to the State of Georgia pursuant to any federal or state law, rule, or regulation, nor shall the provisions of this paragraph be deemed to obligate Customer or the State of Georgia to indemnify SIVCO for any cause of action any third party may assert. Notwithstanding any other provision of this contract, SIVCO shall have no liability to Customer or the State of Georgia for special or consequential damages arising from breach of this contract or for damages resulting from Customer's improper use of the program or inability to use the program, unless such inability results from SIVCO's negligence or breach of this agreement.

10. Program Updates

Updated versions of the Program may be created by SIVCO from time to time. Customer acknowledges that SIVCO is not responsible nor liable to provide Customer any new releases, enhancements or updates to the

Program. SIVCO may, at its sole discretion, make new releases, enhancements or updates available to Customer if Customer pays the applicable fees.

11. General

- SIVCO may terminate Customer's license, without notice, if Customer fails to comply with the terms of this Agreement. Upon termination, Customer is required to immediately cease all use of the Program and destroy all copies of the Program.
- Customer agrees to comply with applicable export laws and regulations.
- Neither Customer nor SIVCO is responsible for failure to fulfill any obligations due to causes beyond its control.
- The Program including both the software and related documentation are "Commercial Items" as that term is defined at 48 CFR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. Consistent with 48 CFR 12.212 or CFR 227.7202.1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (A) only as Commercial Items and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions of this License.
- This License shall be governed by and construed in accordance with the laws of the United States and the State of Georgia. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of this License shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this License shall continue in full force and effect.
- This Agreement with its exhibits is the entire and exclusive agreement between the parties relating to the subject matter and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. This License and shall not be modified except in writing, signed by the parties.