

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

OPTIONAL USE CONTRACT EXTENSION

1. DATE September 29, 2008
2. COMMODITY NAME..... **Lab Supplies and Equipment**
3. CONTRACT NUMBER..... **17554-01-09VP**
4. CONTRACT PERIOD..... OCTOBER 7, 2008 THROUGH FEBRUARY 6, 2009
..... OR UNTIL A NEW CONTRACT IS IN PLACE
5. SUPERSEDES..... 1755401-80PA
6. AUTHORIZED USERS..... STATE AGENCIES, INSTITUTIONS OF HIGHER EDUCATION,
OTHER PUBLIC BODIES AND ENTITIES
7. NIGP COMMODITY CODE..... 17554
8. CONTRACTORS..... **COLONIAL SCIENTIFIC
FISHER SCIENTIFIC COMPANY, L.L.C. (PRIMARY CONTRACTOR)
THOMAS SCIENTIFIC
VWR INTERNATIONAL, INC.**
9. DMBE SWAM CERTIFICATION SEE INSIDE
10. TERMS..... SEE INSIDE
11. FOR FURTHER CONTRACT INFORMATION CONTACT: **Lucinda Garwood
Statewide Commodity Contract Officer
804-786-5412
Fax: 804-786-0223
Email: lucinda.garwood@dgs.virginia.gov**
12. VIEW/PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.state.va.us
13. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: 

Lucinda A. Garwood
Statewide Commodity Contract Officer

CONTRACTORS

**Colonial Scientific
8439 Glazebrook Drive
Richmond, VA 23228**

DMBE Swam Certification: Small Business

eVA# E3079

Customer Service:
Tel: 866-898-4360
Fax: 804-553-0272
Email: mike@colonialscientific.com

Mike Rinko, Sales Manager
Tele: 804-553-0244
Fax: 804-553-0272
Email: mike@colonialscientific.com

www.colonialscientific.com

**Fisher Scientific Company L.L.C. (Primary Contractor)
2000 Park Lane
Pittsburgh, PA 15275**

eVA# C5537

Customer Service: Tel: 866-884-2019
Fax: 877-423-7064
Email: cs.vastatlanta@fishersci.com

Mike Wassem, Sales Representative
Tele: 800-955-1333, ext. 1215100 (voicemail)
Cell: 804-475-4171
Fax: 323-395-5485
Email: mike.wassem@thermofisher.com
www.fishersci.com

CONTRACTORS, continued

**Thomas Scientific
P.O. Box 99
Swedesboro, NJ 08085**

DMBE Swam Certification: Small Business

eVA# C3419

Customer Service: Tel: 800-345-2100
Fax: 800-345-5232

Northern VA Representative: **Stephanie Stephenson**
800-345-2100, x 6017
stephanies@thomassci.com

Rest of VA Representative: **Dan Ciminelli**
800-345-2100, x6018
danc@thomassci.com

Mark Quigley, Vice President of Sales

Tele: 856-467-2000, ext. 6800
Fax: 856-467-9294
Email: markq@thomassci.com
www.thomassci.com

**VWR International, Inc.
405 Heron Drive
P.O. Box 626
Bridgeport, NJ 08014**

eVA# C26144

Customer Service: Tel: 800-932-5000
Fax: 856-467-3336
Email: Chris_Allan@vwr.com

Contract Administrator: Lewis McMillan, Director, Contract Administration & Pricing
Phone: 856-241-3102
www.vwr.com

Regional Sales Representative: Mary Reilly
Phone: 800-348-6388 ext. 3057
Cell: 203-241-0698

Email: Mary_reilly@ver.com

INSTRUCTIONS

This two-year optional use contract was established as a result of Lab Supplies and Equipment Request For Proposal (RFP) Number 1755401-30, issue date April 1, 2003, and Addendum No. 01 to the RFP dated April 16, 2003.

This contract resulted from the Commonwealth of Virginia's spend management initiative – Virginia Partners in Procurement. This effort was designed to better coordinate the Commonwealth's spending, and was performed in conjunction with Silver Oak Solutions, a consulting company engaged by the Commonwealth.

This contract incorporates the terms and conditions of the RFP and the negotiated terms, conditions, and pricing contained in the contract documents as referenced in the Commonwealth of Virginia Standard Contract for each contractor.

1. **Orders:** To the maximum extent possible, purchase orders shall be submitted by authorized users (see page one) to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. The eVA web site portal address is www.eva.state.va.us.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each order.
3. Evaluation of commodities and services and approval of vendor's invoice is the responsibility of receiving authorized user.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply web site at www.dgs.state.va.us.
5. **Renewals:** **No renewals remain.**
6. **Price Adjustments:** Price adjustments may be permitted for changes in the contractor's cost of materials and services. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation for High Spend List and Exceptions List items, and discount percentage reductions for other items may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Commonwealth of Virginia, Division of Purchases and Supply. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

7. **Delivery:** All shipments shall be F.O.B. Destination. Hazardous materials and dry ice fees shall be waived for this contract. Delivery shall be made to all receiving dock, inside delivery, or desktop locations as designated by the Commonwealth at no additional charge with the following exceptions:
- a. Inside delivery of large items that are of a size and weight that they are not carried by UPS. Please Note: The UPS size and weight standard is intended to be used only to set weight and size limits. Contractors are not required to use UPS for their shipments.
 - b. Rush delivery charges that have the prior approval of the agency. Rush delivery that occurs as a result of the contractor's error will be free of charge.
 - c. *Fisher Scientific Company L.L.C. orders only:* The only freight or delivery charges that will apply are those applicable to inside delivery of products which exceed UPS's size and/or weight standards for inside delivery. Fisher is prepared to provide desk-top delivery at no additional charge for products meeting the UPS size and weight standards for sites where UPS provides the service (whether or not Fisher uses UPS or a different carrier for the delivery). If desk-top delivery from a non-UPS carrier would cause Fisher to incur significant delivery costs, Fisher shall confirm with the ordering entity that loading dock delivery is acceptable (loading dock delivery is provided at no additional cost). If desk-top delivery is required by the ordering entity, the entity and Fisher will negotiate a mutually acceptable desk-top delivery charge prior to order shipment.

The Contractor is responsible for filing and expediting all freight claims with the carrier. The Contractor will pay title and risk of loss or damage charges.

8. **Pricing:** Contract pricing is contained in the following documents, which are attached to this contract:

High Spend List: This list contains the 500 items the Commonwealth spent the most on over the past year. These prices are firm for a year from the effective date of the contract.

This list will be refreshed each year to show the top 500 high-spend items for the preceding 12 months.

Exceptions List: This list contains items that were not included in the High Spend List, but whose prices are firm for a year from the effective date of the contract. *Please note: Fisher Scientific Company, L.L.C. and Thomas Scientific are the only contractors with Exceptions Lists.*

Discount Schedule: This schedule shows the percentage discount off the contractor's current list price for laboratory equipment and supply items not included in the High Spend List and Exceptions List. The discounts are grouped by category and subcategory. *Please note: For Fisher Scientific, L.L.C. and Thomas Scientific orders, if the discount causes an item price to fall below the contractor's product cost plus two percent, that item will be priced at cost plus two percent for that order (the two percent being the Commonwealth's Surcharge Adjustment fee).*

Other Discounts List: This list shows the percentage discount offered by the contractor for various manufacturer brand names. *Please note: Fisher Scientific Company, L.L.C. and VWR International, Inc. are the only contractors with Other Discounts Lists. For Fisher Scientific, L.L.C. orders, if the discount causes an item price to fall below the contractor's product cost plus two percent, that item will be priced at cost plus two percent for that order (the two percent being the Commonwealth's Surcharge Adjustment fee).*

Frequently Used Items Catalog: This catalog provided by Colonial Scientific contains items used frequently by the Commonwealth. Prices are based on a percentage discount off of list price.

The following is a general guide showing the category each supplier is competitive in:

Colonial Scientific: Plasticware
Chemicals
High Volume Consumable

Fisher Scientific: Chromotography
(Primary Contractor) Equipment
Chemical
Tissue Culture
Diagnostics
Master Categories
Services

Thomas Scientific: Thomas Scientific
High Volume Consumables
Equipment
Filtration Products
Chemicals

VWR International: Tissue Culture
Master Categories

9. **Fill Rate Guarantee:** The Contractor must maintain a fill rate of 95% or better for contracted items. (Fill rate is defined as the total number of requisition lines filled/divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order).
10. **Site Delivery Timeframe:** Delivery to each location should be made within two working days from the date of the order. Hot List (most frequently purchased) items should be delivered by the next business day.

11. Storerooms: The following additional discounts apply to storeroom purchases:

Colonial Scientific: Two (2) percent rebate for storeroom orders over \$2,000.00.

Fisher Scientific: An additional 5% discount will be offered on non-High Spend List products stocked in a Commonwealth Storeroom. To have any additional discounts apply under this paragraph, Fisher and the customer must, after review, develop a plan to make Fisher the primary supplier of laboratory products for that Storeroom and to achieve the following targets: (1) at least 70% of the different laboratory items in the stockroom are to be sourced from Fisher, and (2) at least 70% of the dollar volume of laboratory items purchased by the stockroom are to be sourced from Fisher. Fisher may withdraw the additional discounts at a customer site if the targets are not reached within 3 months or the customer changes sources for stockroom items so as to no longer meet the targets. Products in a stockroom can be excluded from the denominator of the 70% calculations if the customer and Fisher mutually determine that an existing stocked item (or its exact equivalent) is not available from Fisher at a competitive price. For those qualifying Storerooms, Fisher reserves the right to withhold the additional 5% discount (and charge the regular contract price on Storeroom purchases) for: a) items on the Exceptions products list, and b) other items where the additional 5% discount would yield a price which fails to cover Fisher's overall costs for the item (including product purchase price, 2% SCA fee, inbound and outbound transportation, warehousing, order entry costs, etc.). When Fisher sets up such pricing for specific items at specific qualifying Storerooms, Fisher will notify the Commonwealth's contracting officer, indicating which items were priced with the additional 5% discount and which were not. Then, at the Commonwealth's request, Fisher will provide pricing justification for items priced without the additional 5% discount and subsequently extend the additional 5% discount if the Commonwealth does not accept such pricing justification.

The preceding paragraph applies to "Storerooms". With respect to laboratory products, a Storeroom can be distinguished from a regular end user's stocking location by: (a) serving multiple end users or professors, (b) being multicommodity (i.e., not merely glassware or media) and (c) having controlled or logged disbursement to end users or professors (i.e., not unregulated free issue once the items have been purchased from vendors).

Thomas Scientific: Take an additional one (1) percent discount for storeroom orders.

VWR International, Inc.: Cash rebate of one (1) percent back to any storeroom in the Commonwealth of Virginia that has sales with VWR in excess of \$80,000 per calendar month.

12. Returns: **For All Contractors except Fisher Scientific Company, L.L.C.:** Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Contract Users, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods. Over-shipments will be accepted at the Commonwealth's discretion. Contractors will be responsible for the disposition of all defective, damaged, rejected over-shipped products, and rejected non-ordered products. Laboratory apparatus returns will include original packing materials and operation manuals. Return authorizations will be provided by the Contractors within 14 calendar days of verbal notification.

For Fisher Scientific Company, L.L.C.: Fisher will assume all restocking/freight costs associated with goods judged to be unacceptable and are consequently rejected by the Purchaser under this Contract. Goods which Fisher over ships to the Purchaser may be accepted at the Purchaser's discretion. Fisher will be responsible for the disposition of all defective, damaged, rejected or overshipped products. The Purchaser will include original packing materials and operation manuals for laboratory apparatus returns. Return authorization will be provided by Fisher within 14 calendar days of verbal notification. By contacting the Fisher Customer Service Representative, products may be returned with no questions asked through Fisher's "no hassle" return goods program, with the following exceptions:

- Open chemicals and diagnostics
- Special purchased or special stocked items
- Expired shelf life products
- Used products (unless they originally did not meet manufacturer's specifications).

(All products must be resellable at time of return).

All restocking charges on standard Fisher catalog items, as well as shipping charges on replacement items, will be waived for Purchasers under this contract.

Hazardous materials authorized for return must be packed, labeled and shipped in accordance with DOT/UN regulations governing transportation of hazardous materials and any other applicable requirements.

13. Quality Assurance Guarantees: The Contractor guarantees its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the contractor, manufacturer, or other sources. The Contractor agrees to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products, or accept warranty repair will be at the sole discretion of the Commonwealth, except in the event the Commonwealth fails to provide timely notice of product failure to the Contractor. The Contractor will provide a toll-free number for requests for warranty services, for all equipment sold under the contract. Any maintenance agreements available from the Contractor will be provided to the Commonwealth as an option and priced as discounted off list price.
14. Contractor's Report of Sales: Contractors shall provide electronic reporting on a monthly basis that breaks out the spend amounts by agency, Institution of Higher Education, Municipality and other Public Body, as well as the departmental and/or divisional levels that is buying. Reports are to be provided no later the 15th of each month, reporting transactions that took place in the immediately prior month.

Contractor shall provide the following electronic reporting on a quarterly basis:

 - a. The top 500 items with the highest spend, ordered from highest to lowest spend.
 - b. The spend on Hot List (most frequently purchased) items, ordered from highest to lowest frequency, for applicable public bodies. The contractor shall provide an annual Hot List that contains the Top 125 most frequently purchased items by each agency, Institution of Higher Education, etc. that purchases more than \$100,000 of Lab Supplies and Equipment each year of the contract.
 - c. The spend on Exceptions List items, where applicable, ordered from highest to lowest spend. The information captured in these reports is similar to the monthly usage report
15. Labeling of Hazardous Substances: If the items or products ordered under this contract are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
16. Maintenance Manuals: The contractor shall provide with each piece of equipment an operations and maintenance manual, parts list, and a copy of all warranties.

17. Material Safety Data Sheets: Material Safety Data Sheets and descriptive literature shall be available 24 hours per day on the Contractor's Internet web site for each chemical and/or compound offered. Hardcopies of the Material Safety Data Sheets shall be provided by the Contractor in a timely manner to authorized contract users upon request by the authorized contract user at no charge to the Commonwealth. When required by law or regulation, Contractor shall provide Material Safety Data Sheets with the chemical and/or compound upon delivery.
18. Operational Components: Equipment prices shall include all cables, connectors, interfaces, and any other standard items provided with the equipment by the manufacturer. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified by the manufacturer as being provided with the equipment.
19. Warranty (Commercial) for all Contractors except Fisher Scientific Company, L.L.C.: The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.
20. Warranty (Commercial) for Fisher Scientific Company, L.L.C.: All products purchased under this contract will, as a minimum, include the Original Equipment Manufacturer's (OEM's) warranty which will pass directly to the Commonwealth. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by Fisher or repaired under warranty. The decision to replace such products, or accept warranty repair will be at the sole discretion of the Commonwealth, except in the event the Commonwealth fails to provide timely notice of product failure to Fisher. Fisher will provide toll-free number (800-541-2799) for requests for warranty services, for all equipment sold under this Agreement.
21. **eVA Business-To-Government Contracts and Orders**: The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order. a. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Woman-owned Businesses: 1%, Capped at \$500 per order. (ii) DMBE-certified Minority-owned Businesses: 1%, Capped at \$500 per order. (iii) Other Businesses not specified in (i) or (ii) above: 1%, Capped at \$1,500 per order. The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dqs.virginia.gov.

22. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the GE MasterCard is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount