

INSTRUCTIONS

1. Orders: All departments, institutions and agencies of the Commonwealth of Virginia shall place orders through Virginia's electronic procurement system, also known as eVa. In order to receive contract pricing, purchase orders MUST include the contract number PF-38678. When ordering through the punch-out catalog, discounted pricing has been applied. Do not deduct additional discounts. If there are questions regarding pricing, please contact the appropriate contractor. Contact information is listed below.

The orders will be governed by the contractor's agreement with the Commonwealth of Virginia, and any special terms and conditions contained therein.

Virginia cities, counties, towns, political subdivisions, or eligible private institutions of higher education: Entities which do not participate in eVa may use their own purchase form, verbal or facsimile to order from the contract on orders less than \$5,000, as required by the contractor. Orders of \$5,000 or more require a written purchase authorization. In order to receive contract pricing, all orders MUST reference the contract number PF-38678. Ordering entities must calculate the discount from the list price.

2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county town, political subdivision, or eligible private institution of higher education.
3. 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. Preprinted 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 (786-8873).
4. Renewals. No renewals remain.
5. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. 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.

VENDOR CONTACT INFORMATION

Colonial Scientific
2121 N Hamilton St. Ste I
Richmond, VA, 23230-4124

Contact: Mike Rinko
Phone: 866-898-4360
Email: mike@colonialscientific.com
Customer Service: 866-898-4360

Fisher Scientific
2000 Park Lane
Pittsburgh, PA 15275

Contact: **Maggie Dias**
Phone: **717-347-7464**
Email: Maggie.Dias@thermofisher.com
Customer Service: 800-766-7000

Thomas Scientific
99 Hill Road at I-295
Swedesboro, NJ 08085

Contact: Deb Fish
Phone: 800-345-2100
Email: deborahf@thomassci.com
Customer Service: 800-345-2100

VWR International
1050 Satellite Boulevard NW
Suwanee, GA 30024

Contact: Lynn Moore
Phone: 434-249-1196
Email: Lynn_moore@vwr.com
Customer Service: 800-932-5000

VWR Education-
Scientific Equipment
Sargent-Welch

Contact: Ray Kufelt
Phone: 800-727-4368
Email: Service@sargentwelch.com
(They are working on a punch out catalog)
Use VWR contract # with Sargent Welch location

Wilkem Scientific
248 Pine Street
Pawtucket, RI 02860

Contact: Sharon Balay
Phone: 800-766-8760 ext.304
Email: jim@wilkem.com
Customer Service: 800-766-5676

ADDITIONAL TERMS AND SERVICE

1. The prices for all items should include all freight costs. The delivery and shipping costs referred to here are those for standard shipping, and not rush, over size or special orders. Shipping that is specified as other than standard shipping when an order is placed will be paid by the ordering Agency;
2. All standard shipments shall be F.O.B Destination. Freight should be included in the item price. The contractor is responsible for filing and expediting all freight claims with the carrier. The contractor shall pay title and risk of loss or damage charges. Orders requiring special shipping such as overnight, rush, over size handling, etc., specifically requested by the ordering agency or required due to product size, weight, etc., will be paid by the ordering agency. Rush delivery that occurs as a result of the contractor's error will be free of charge to contract users.
3. Ordering Agencies will specify any special delivery instructions on purchase orders or when placing credit card orders (such as advance notice, contact person, phone number, etc.). Ordering Agencies will also specify any size restrictions related to delivery vehicles, the availability of assistance with unloading and/or transporting large, or heavy items etc., and availability of equipment.
4. All standard furniture deliveries should be made to the specified receiving dock, inside delivery, or desktop locations as designated by the contract user at no additional charge. Standard deliveries are those with no special instructions, no special handling, and no special carriers or equipment required. For non-standard delivery of large equipment, rush/overnight deliveries requested by the ordering agency, the contractor may offer fee options.
5. Ordering Agencies will specify any special delivery instructions on purchase orders or when placing credit card orders (such as advance notice, contact person, phone number, etc.). Ordering Agencies will also specify any size restrictions related to delivery vehicles, the availability of assistance with unloading and/or transporting large, or heavy items etc., and availability of equipment.
6. TRANSPORTATION of HAZARDOUS MATERIALS and USAGE of DRY ICE: Hazardous Materials and Dry Ice shipments must be handled in strict accordance with the *Hazardous Material Transportation Act of 1975 (HMTA)*, *OSHA*, *Environmental Protection Agency (EPA)*, *US Department of Transportation (DOT)* and *Virginia Occupational Safety and Health (VOSH)* standards and regulations, at no additional charge to contract users.
7. RETURNS: Any materials delivered in poor condition, in excess of the amount authorized by the purchase order or not included on the 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 may be accepted at the contract user's discretion. The Contractor 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 Contractor within 14 calendar days of verbal notification. Contract users reserve the right to 'refuse' shipments.
8. MINIMUM ORDERS will be \$100.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment (or FOB delivery to ordering agency within the Commonwealth, whichever is less), or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If, at the agency's request, shipments are below the minimum order value, the

contractor may add actual transportation cost to invoice for payment.

9. TEST SAMPLES: When requested, contractors will be required to supply sample products in sufficient quantities for testing purposes at no charge to the Contract Users or the Commonwealth. Samples should be provided within 2 days of request by Contract User.
10. PRODUCT AVAILABILITY: The Contractor must agree that there will be no cancellation of products on the contract without an equal and acceptable replacement approved by the designated Commonwealth of Virginia representative during the term of the contract. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days of notification from the manufacturer and forward a copy of the manufacturer's notice. In such instances, the Contractor shall work with the contract officer(s) to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. The Contractor will be prepared to offer written detailed quarterly reports, if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements in either hard copy or electronic form, whichever is specified. The Contractor shall offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price.
11. PRODUCT SUBSTITUTION: Over the term of any contract, specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Functionally equivalent product substitutions will be considered provided the contractor(s) certifies that the function, characteristics, performance and endurance qualities of the material offered are at least equal to that specified. Contractors are encouraged to suggest lower-priced functionally equivalent substitutions to the Commonwealth. However, substitutions shall not be made without the full knowledge, evaluation and agreement of the contract officer as evidenced by a written change notice from the Division of Purchases and Supply.

ADDITIONAL SERVICES IN THIS CONTRACT If the vendor is not the manufacturer;

1. All vendors on this contract will assist with trade-ins from the manufacturer;
2. All vendors on this contract will assist with equipment removal and obtaining written verification of compliance with all regulations that would apply to the specific equipment for the contract user;
3. All vendors on this contract will assist with a training plan for new equipment operation to include, but not be limited to, the contractor's role in training, whether the contractor will handle the contact (if training is provided by another firm) to initiate dialogue between the contract user and trainer, etc.;
4. All vendors on this contract will indicate any specific training they offer and the charges, if any, and will also assist end users in determining whether training is available from the manufacturer and the charges, if any;
5. For equipment and furniture orders, contractor representatives must advise the ordering agency what installation, training and support are included in the purchase price (telephone, on-site, on-line, etc.) and what additional training and/or support are available at an additional charge (telephone, on-site, on-line, etc.) and the charge.
6. All vendors on this contract will adhere to any and all security requirements related to any facilities that are served. Security requirements for the Department of Corrections were included in the solicitation; however, since various facilities may have slightly different security requirements, it is the end user's responsibility to advise the vendors of their specific requirements;

7. Check with vendors on this contract for programs they may have or offer for additional cost savings such as:
 - Additional discounts over and beyond those listed in the Discount Schedule for large quantity orders;
 - Consignment options with specific instructions for use, billing, replacement, payment information, etc.
 - Detailed plans for promoting storerooms and on-site inventory;
 - Assistance with storeroom needs analysis and recommendations for enhancing an existing process and streamlining functions;
 - Programs that include product storage equipment (cabinets, freezers, refrigerators, etc) at designated locations;
 - Assistance with stock programs;
 - Assistance with temporary storage of equipment or special shipping schedules for instances such as new construction remodeling work, etc.
 - Additional discounts over and beyond those listed in the Discount Schedule for large quantity.
8. **POST-ORDER CUSTOMER SERVICE:** The Contractor should provide each of the designated contract users the name, telephone number, cell phone number (if available) and email address of a single, local point of contact, and the name, telephone number, cell phone number (if available) to handle questions and resolve problems that arise and a back-up name with the same information for each. At least one Customer Service Representative must be available during Contractor's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information (to be given at the time an order is placed, along with estimated ship date from manufacturer), State-wide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 # preferred);
9. DPS reserves the right to request the change of an account representative if the assigned representative repeatedly fails to return phone calls, assist with returning items, deal with problems, etc. Requests for changes will be made in writing with back-up documentation.
10. Nationwide factory recall or product update repairs or replacements are the responsibility of the contractor and/or manufacturer. In such cases, factory recall and modification work will be handled in the same manner as warranty work.
11. **ADDITIONAL COSTS:** No service fees or additional costs will be invoiced to the Commonwealth by the contractor during the term of the contract except as allowed for in the contract.
12. **OPERATIONAL COMPONENTS WHEN PURCHASING EQUIPMENT:** 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.
13. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.