

Admin Minnesota

Materials Management Division

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For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

CONTRACT RELEASE: L-386(5)

DATE: DECEMBER 1, 2010

PRODUCT/SERVICE: LABORATORY SUPPLIES, EQUIPMENT AND CHEMICALS

CONTRACT PERIOD: DECEMBER 6, 2006 THROUGH NOVEMBER 30, 2011

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST: CHRIS MARQUETTE

PHONE: 651.201.2427 **E-MAIL:** chris.marquette@state.mn.us

WEB SITE: www.mmd.admin.state.mn.us

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

FISHER SCIENTIFIC
4500 Turnberry Drive
Hanover Park, IL 60103

436824

NET 30

2 DAYS ARO

VENDOR NO. 200453212 01

CONTACT PERSON: Deborah Simmons

PHONE: 612.730.5761

E-MAIL: deborah.simmons@thermofisher.com

WEB SITE: <http://www.fishersci.com>

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

VWR INTERNATIONAL, INC.
800 E. Fabyan Parkway
Batavia, IL 60510

436988

NET 30

2 Days ARO

VENDOR NO. 091249009 00

CONTACT PERSON. Customer Service

PHONE. 630.879.0600

E-MAIL: tracie_will@VWR.com

FAX: 866.329.2897

WEB SITE: <http://www.vwrsp.com>

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

D.A.I. SCIENTIFIC EQUIPMENT
25679 Hill View Ct.
Mundelein, IL 60060

437011

NET 30

2-3 weeks

VENDOR NO. 200738567 00

CONTACT PERSON: Katherine Mannie

PHONE: 651.777.7390

E-MAIL: kathy.mannie@daiscientific.com

FAX: 651.777.8007

WEB SITE: <http://www.daiscientific.com>

CONTRACT USERS. This Contract is available to State agencies and to members of the State's Cooperative Purchasing Venture (CPV) program and Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) members at the same prices, terms, and conditions.

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above.

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax. MMCAP members should use their own ordering procedures.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of this Contract is to provide laboratory supplies, equipment and chemicals for State agencies, Cooperative Purchasing Venture (CPV) members and MMCAP participants, on an as needed basis.

PRICES. Prices are firm through the first year. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

DELIVERY REQUIREMENTS. Delivery for Stocked Items should be next day in the Seven County Metro Area. Deliveries for Greater Minnesota should be made by the second day. Non-Stock delivery should not take longer than 10 days. The Contract Vendor is required to work with facilities to determine "Stock" items. For "Rush Orders" the state will pay for exact cost of transportation. If a discount for twice a week deliveries or a regular delivery schedule will save the state money it should be offered in the proposal.

DELIVERIES FOR HEALTH EMERGENCIES CALLED BY THE MINNESOTA DEPARTMENT OF HEALTH OR OTHER AGENCIES. Incidents may occur that are determined to be a threat or potential threat to the health of a number of people (may be variable from several to thousands), where supplies required for the potentially large quantities are required within a matter of hours. These emergencies have the potential of occurring during normal work hours, as well as after normal business hours or weekends and holidays. Emergencies will be handled in the following manner:

1. Contract Vendor will be contacted by agency that is declaring the emergency.
2. The Responder shall provide primary, secondary and tertiary contacts for emergencies in the order of availability, (i.e., 24 x 7, holidays, etc).
3. The Contract Vendor's contacts will source the needed products from the appropriate facilities.
4. The Contract Vendor will inform the requesting entity of where the products are available for pick up or when they will be delivered.

BACKORDERS. If supplies are unavailable during the period of time as specified, the State reserves the right to order outside the Contract and charge back to the Contract vendor any difference in purchase cost including charges for delivery. This will not apply to manufacturer backorders. It will be the Contract Vendor's responsibility to notify the ordering agencies and the Acquisition Management Specialist of such conditions. The Contract Vendor will make all attempts to source the original product. In the case of a shortage, part of its notification process will include possible stock substitute products. This does not apply in emergency situations.

MERCHANDISE RETURNS. The Responder should pick-up all returns by the agency during the next scheduled delivery. These returns shall include the minimum of the following:

- a. Incorrect items sent by the Contract Vendor.
- b. Items damaged in shipment.
- c. Items ordered incorrectly due to Contract Vendor input error.
- d. Dated items that have an expiration date not acceptable to the agency, when the agency was not made aware of short-out date prior to shipping.

No restocking fees will be charged on routine order products within 30 calendar days of delivery of the items with values less than \$100.00. In addition, the return of broken glassware will not be required. Returns will be accepted with a copy of a previous packing list or form authorized by the Contract Vendor in order to ensure proper credit. Returns should include:

- Customer name and address
- Purchase order number and date of order
- Vendor shipping, order or copy of packing list
- Date of invoice
- Catalog number of returned item
- Vendors Return Authorization Number
- Reason for return

Items which may not be authorized for return include:

- Open chemicals or diagnostics
- Items whose shelf life has expired (unless shipped with short out-date)
- Items not purchased from Contract Vendor
- Specifically fabricated products

Return shipment of hazardous materials (over \$100 value) must be packed and handled in accordance with US DOT regulations applying to transportation of hazardous materials. Shipping documents must also be prepared to meet US DOT regulations. To assist and expedite returns and replacements the Contract Vendor shall have a designated toll free problem resolution hot line. This number is to be accessed whenever returns or replacements are needed.

PRODUCT SUBSTITUTION. Substitution of products shall not be allowed without the prior contact and written approval of the ordering agency or the Acquisition Management Specialist.

ADDITIONAL ITEMS. The State shall have the authority to add similar supplies and equipment that are insignificant to the total volume of the Contract during the Contract period. This includes new and upgraded models of equipment. Prices for such items shall be negotiated in good faith by both parties. Any and all additions to the Contract shall be made through the Acquisition Management Specialist.

SHIPPING TERMS. All shipments are FOB Destination. On Fisher Scientific Contract 436824, freight charges are pre-paid and allowed except for emergency rush order shipments which are pre-paid and added.

On VWR Contract 436988, the following will be assessed as an additional freight charge: Special handling charges, hazardous materials, temperature sensitive products, bulk items,(chemical: greater than 150 lbs, all other items greater than 75 lbs.), laboratory furniture, other capital equipment, 55 gallon drums, biological products requiring dry ice pack, emergency and rush orders, and air shipments. The freight charges will show up on the VWR web page quote or will be indicated by the customer representative when a verbal quote is requested.

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
FISHER SCIENTIFIC	436824	NET 30	2 DAYS ARO

MAPS KLIN:

KLIN 01	630 15 Laboratory/Science Equipment
KLIN 02	630 16 Laboratory/Science Supplies
KLIN 03	630 30 Laboratory/Science Equipment Parts and Accessories
KLIN 04	670 01 Chemical, Laboratory and Scientific
KLIN 05	010 02 Rush order freight only

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
VWR INTERNATIONAL, INC.	436988	NET 30	2 DAYS ARO

MAPS KLIN.

KLIN 01	630 15 Laboratory/Science Equipment
KLIN 02	630 16 Laboratory/Science Supplies
KLIN 03	630 30 Laboratory/Science Equipment Parts and Accessories
KLIN 04	670 01 Chemical, Laboratory and Scientific
KLIN 05	010 02 Special handling/emergency rush order freight only

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
D.A.I. SCIENTIFIC EQUIPMENT	437011	NET 30	2-3 weeks

MAPS KLIN.

KLIN 01	630-15 Laboratory/Science Equipment
KLIN 02	630-16 Laboratory/Science Supplies

REVISIONS.

- 12/30/10 The VWR fax number has been changed. The correct number is listed above.
- 12/01/10 All Contracts have been extended 12 months through November 30, 2011, at the same prices, discounts, terms, and conditions.
- 05/18/10 Contract 436824 with Fisher Scientific has been amended to add three additional Recorders. All other terms, conditions, and discounts remain unchanged.
- 10/30/09 All contracts extended 12 months through November 30, 2010, at the same discounts, terms and conditions. VWR International, Contract 436988 will have an updated Manufacturer Price List which will post to their website on January 1, 2010. The same current discounts will apply.
- 09/09/09 AMS change to Chris Marquette
- 02/19/09 Contract 437011 with D.A.I. Scientific has been extended through November 30, 2009 with price catalog list changes. All discounts, terms and conditions remain unchanged. MMCAP members have been added to the Contract Release.
- 01/02/09 Contract 437011 with Scientific Resources, has been assigned to D.A.I Scientific Equipment. All prices, terms and conditions remain unchanged.
- 12/04/08 Contract 436824, Fisher Scientific and Contract 436988, WVR International, are extended until November 30, 2009, with price list changes effective January 1, 2009.
- 06/06/08 Contract 437011 with Scientific Resources, has been amended to allow new price lists.
- 05/05/08 Contract 436988 with VWR International, Inc., has been amended to allow a new catalog price list dated January 1, 2008.
- 06/20/07 Contract 437011, Scientific Resources, has an address change.
- 01/09/07 Contract with VWR International, Inc. has been executed and added to this Contract Release.

VWR INTERNATIONAL, INC. – CONTRACT #436988

[MANUFACTURER'S DISCOUNTS](#)
(Click here for discount schedule)

Purchasers must set up an account with a user name and a password on the VWR website at:

<http://www.vwrsp.com>

All prices on the VWR website show State of Minnesota prices with the manufacturer's discounts that are contracted.

FISHER SCIENTIFIC – CONTRACT # 436824

[MANUFACTURER'S DISCOUNTS](#)
(Click here for discount schedule)

Purchasers must set up an account with a user name and a password on the Fisher Scientific website at:

<http://www.fishersci.com>

All prices on the Fisher website show State of Minnesota prices with the manufacturer's discounts that are contracted.

D.A.I. SCIENTIFIC EQUIPMENT – CONTRACT #437011

[MANUFACTURER'S DISCOUNTS](#)
(Click here for discount schedule)

**To obtain manufacturer price lists please contact
Kathy Mannie at: 651.777.7390**