



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 15, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MICHAEL BACU
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE, Addendum #1**
CONTRACT NO. GSS11026A-LAB_SUPPL
Laboratory Supplies and Equipment

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a two (2) year period from January 15, 2012 through January 14, 2014. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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<p>Fisher Scientific Company, L.L.C.</p> <p>300 Industry Drive Pittsburgh, PA 15275 FSF ID: 0000018807</p> <p>Vendor Contacts</p> <p>Allison Shellhamer Phone: 800-766-7000 Cell: 267-970-4598 Email: allison.shellhamer@thermofisher.com</p> <p>Michael McGeeney Sales Manager Voicemail: 800-955-9999, x1992151 Mobile: 410-901-7833 Email: michael.mcgeeney@thermofisher.com</p>	<p>VWR International L.L.C.</p> <p>100 Matsonfield Rd. Ste 200 Radnor, PA 19087 FSF ID: 0000035022</p> <p>Vendor Contacts</p> <p>David Unzicker Phone: 215-257-4822 Fax: 484-881-5931 Email: david.unzicker@vwr.com</p> <p>Bruce Palmatier VWR Healthcare Representative Mobile: 484.319.5563 Fax: 484-881-7307 Dedicated Clinical Customer Service: 877.881.1192 Dedicated Clinical E-mail: HEALTHCARESERVICE@VWR.COM</p>
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4. **SHIPPING TERMS:**

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The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency (F.O.B. Destination) and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

Freight charges for Fisher Scientific catalog products are F.O.B. State of Delaware's U.S. destination, normal freight prepaid and absorbed by Fisher Scientific. For third party items, (including all non-catalog products), and Thermo Scientific Hamilton furniture, freight charges will be F.O.B. shipping point, freight prepaid, and charged to the State. Special handling or air express charges incurred at the State's request will be charged to the State of Delaware, and will appear as "Non-Standard Transportation Charge" on the invoice.

5. **DELIVERY:**

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All products must conform in every respect to the standards and regulations established by Federal and Delaware State laws. Products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice. Products are to be packed in sizes as specified in this ITB and shall be packaged in such a manner to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

The Contractor shall notify the using agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. Contractor shall deliver to all areas of the State and furnish catalogs and price list upon request by the using agencies.

6. **PRICING:**

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Prices will remain firm for the term of the contract year.

Related pricing is available on a separate Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

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7. **BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract is issued to provide necessary Laboratory Supplies and Equipment.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. CONTRACT DELIVERABLES

Unless otherwise specified in the Special Terms and Conditions, all products offered by Contractor must be new. A "new" product is one for which the Purchaser will be the first user after the product is manufactured or produced. This clause shall not be construed to prohibit contractors from offering products with recycled content, provided the product itself is new.

14. RETURNS:

Any item(s) delivered in poor condition, in excess of the amount authorized by the PO or not included on the PO may, at the discretion of the Agency, be returned to the Contractor's warehouse at the Contractor's expense within fifteen (15) calendar days. Credit for returned good shall be made immediately once contractor receives returned goods. Over-shipments may be accepted at the contract user discretion. Return authorizations will be provided by the Contractor within fourteen (14) calendar days of verbal notification. If Agency orders wrong item, the return will be at the Agency's expense. Contractor shall work with the Agencies to ensure ordering of proper item(s).

15. TEST SAMPLES:

When requested contractors will be required to supply sample products in sufficient quantities for testing purposes at no charge to the Agencies or School Districts. Samples shall be provided within two (2) days of request by Agency.

16. 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 State Contract Procurement Officer 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 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, is requested by the State of Delaware, displaying removed SKU's off of contract list and suggested replacements in either hard or

electronic form, whichever is specified by the State. The contractor shall offer suggested replacement of discontinued products at least thirty (30) days prior to substitution, including replacement part number, description, list price, applicable discount, final price and sample, if requested.

17. PRICING DISCOUNT SCHEDULE

The Contractor shall provide an offered discount schedule of any or all catalog items. The schedule can be by a common code or general category with the bid submission. The contractor shall make any potential discount visible to every contract user by specific item number at the user's demand. Please provide a verification source to include percentage discount, verifiable by specific item requested. All discounts must be verifiable for a specific item and not solely by category or code. The discount percentage is to be a specific amount, a range is not acceptable. The State shall receive the highest applicable discount available at the time of purchase.

18. PRICE LISTS & UPDATES

The Contractor shall distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates shall be simultaneous for the entire line of products. All price lists and website access/ordering capabilities will be supplied to the ordering Agencies at no additional cost.

19. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

20. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

21. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.