ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: VARIOUS

DATE ISSUED: APRIL 25, 2011

CURRENT REFERENCE NO: 80-11

CONTRACT TITLE: LABORATORY EQUIPMENT AND SUPPLIES

PRIOR REFERENCE NO: 293-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective MAY 1, 2011 and expires on APRIL 30, 2012.

This is the THIRD year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Commonwealth of Virginia DPS Agreement No. PF-38678, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO COMMONWEALTH OF VIRGINIA DPS CONTRACT:

ATTACHMENTS:

COMMONWEALTH OF VIRGINIA DPS NOTICE OF CONTRACT AWARD

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: SEE STATE NOTICE OF CONTRACT AWARD VENDOR TEL. NO.: SEE ATTACHED

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: GERRY WATKINS COUNTY TEL. NO.: 703-228-6891

CONTRACT AUTHORIZATION

DATE

DISTRIBUTION

VENDOR: 1

BID FOLDER: 2

Wette Gonzalez
Procurement Officer

4/25/11
NOTICE OF CONTRACT RENEWAL

Contract No. PF-38678

Date: 20 April 2011

Name: Thomas Scientific

Address 1654 High Hill Road
          Swedesboro, New Jersey  08085

Your Offer Dated: 31 March 2011

In Response to: Our E-mail, dated 4 March 2011

To Furnish: Laboratory Equipment and Supplies

During the Period: 1 May 2011 through 30 April 2012

Contract No. PF 38678 is hereby accepted with no changes per your Email 31 March 2011, subject to all conditions and requirements of the solicitation, Invitation for Bid, advertisement, purchase specifications, warranties, and other stipulations, if any. The contract will be listed in eVA as PF-38678. There are two (2) renewals remaining on this contract.

[Signature]

Lucinda A. Garwood, VCO
Statewide Contract Officer
Phone (804) 786-3857
COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
Department of General Services
P. O. Box 1199
Richmond, Virginia 23218-1199

NOTICE OF CONTRACT RENEWAL

Contract No. PF-38678

Date: 20 April 2011

Name: Colonial Scientific

Address 2121-I North Hamilton Street
Richmond, Virginia 23230

Your Offer Dated: 14 March 2011

In Response to: Our E-mail, dated 4 March 2011

To Furnish: Laboratory Equipment and Supplies

During the Period: 1 May 2011 through 30 April 2012

Contract No. PF 38678 is hereby accepted with no changes per your letter dated 14 March 2011 subject to all conditions and requirements of the solicitation, Invitation for Bid, advertisement, purchase specifications, warranties, and other stipulations, if any. The contract will be listed in eVA as PF-38678. There are two (2) renewals remaining on this contract.

Lucinda A. Garwood, VCO
Statewide Contract Officer
Phone (804) 786-3857
NOTICE OF CONTRACT RENEWAL

Contract No. PF-38678

Date: 20 April 2011

Name: Wilkem Scientific

Address 248 Pine Street
Pawtucket, Rhode Island 02862

Your Offer Dated: 10 March 2011

In Response to: Our E-mail, dated 4 March 2011

To Furnish: Laboratory Equipment and Supplies

During the Period: 1 May 2011 through 30 April 2012

Contract No. PF 38678 is hereby accepted with no changes per your letter dated 10 March 2011, subject to all conditions and requirements of the solicitation, Invitation for Bid, advertisement, purchase specifications, warranties, and other stipulations, if any. The contract will be listed in eVA as PF-38678. There are two (2) renewals remaining on this contract.

Lucinda A. Garwood, VCO
Statewide Contract Officer
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COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
Department of General Services
P. O. Box 1199
Richmond, Virginia 23218-1199

NOTICE OF CONTRACT RENEWAL

Contract No. PF-38678

Date: 20 April 2011

Name: VWR Scientific International
Address 1050 Satellite Boulevard
            Suwanee, Georgia 30024

Your Offer Dated: 31 January 2011
In Response to: Our E-mail, dated 4 March 2011
To Furnish: Laboratory Equipment and Supplies
During the Period: 1 May 2011 through 30 March 2012

Contract No. PF 38678 is hereby accepted with an aggregate price increase of 2.8% per your letter
dated 11 March 2011, subject to all conditions and requirements of the solicitation, Invitation for Bid,
advertisement, purchase specifications, warranties, and other stipulations, if any. The contract will be
listed in eVA as PF-38678. There are two (2) renewals remaining on this contract.

Lucinda A. Garwood, VCO
Statewide Contract Officer
Phone (804) 786-3857
COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES AND SUPPLY  
Department of General Services  
P. O. Box 1199  
Richmond, Virginia 23218-1199

NOTICE OF CONTRACT RENEWAL

Contract No. PF-38678

Date: 4 March 2011

Name: Fisher Scientific, LLC
Address: 2000 Park Lane  
Pittsburgh, Pennsylvania 15275

Your Offer Dated: 31 January 2011
In Response to: Our E-mail, dated 4 March 2011
To Furnish: Laboratory Equipment and Supplies
During the Period: 1 May 2011 through 30 March 2012

Contract No. PF 38678 is hereby accepted with an aggregate price increase of 2.11% per your letter dated 4 April 201, subject to all conditions and requirements of the solicitation, Invitation for Bid, advertisement, purchase specifications, warranties, and other stipulations, if any. The contract will be listed in eVA as PF-38678. There are two (2) renewals remaining on this contract.

Lucinda A. Garwood, VCO  
Statewide Contract Officer  
Phone (804) 786-3857
NOTICE OF CONTRACT AWARD

1. DATE .............................................................................................................................................. 1 May 2009
2. COMMODITY NAME ................................................................................................................. Laboratory Equipment and Supplies
3. CONTRACT NUMBER ................................................................................................................ PF-38678
4. CONTRACT PERIOD .................................................................................................................. 1 May 2009 - 30 April 2011
5. SUPERSEDES .............................................................................................................................. 17554-01-09
6. AUTHORIZED USERS ............................................................................................................... All State Agencies, Localities, Higher Education
7. CONTRACTORS' eVA NUMBER .................................................................................................. See attached
8. CONTRACTOR .............................................................................................................................. See attached
9. CONTRACTORS' PHONE NUMBER ............................................................................................ See attached
10. TERMS ............................................................................................................................................. Net 30
11. DELIVERY ..................................................................................................................................... Standard
12. F.O.B. ............................................................................................................................................. Freight included
13. MINIMUM ORDER ...................................................................................................................... None
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Lucinda Garwood, VCO
    Phone: (804) 786-5412
    Fax: (804) 786-0223
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive negotiation program and its use is optional for all State Agencies in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. 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:
Statewide Commodity Contract Officer
INSTRUCTIONS

1. **Orders.** Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia may order items listed by issuing agency purchase orders (Form DPS-41-055) or by issuing their own purchase order form.

   **Written Purchase Orders Required by the Contractor.** When required by the contractor, state agencies and public bodies will supply written purchase order forms for orders under $5,000.

   **Verbal/Facsimile Orders.** When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than $5,000.

   Purchase orders will be submitted 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.

2. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.

3. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.

4. Inspection on delivery and approval of vendor’s invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.

5. 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).

6. **Renewals.** Three (3), one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.

7. **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.
Laboratory Equipment and Supplies Contract #PF-38678

Vendors:

Colonial Scientific (S)  
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

Colonial Additional Discounts:  
Educational Discount or State pricing will be provided to Institutions of Higher Learning, whichever is higher.

Fisher Scientific  
2000 Park Lane  
Pittsburgh, PA 15275  
Contact: Susan Ballard  
Phone: 804-519-0361  
Email: Susan.ballard@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: 600-766-8760 ext.304  
Email: jim@wilkem.com  
Customer Service: 800-766-5676

Wilkem Additional Discounts:  
Disposable Plastics Order  
Over $5000.00 Order  
5%
Lab Supplies  
Over $5000.00 Order  
2%
Combined Equipment  
Over $10,000.00 Order  
2%
Over $20,000.00 Order  
4%
Over $30,000.00 Order  
5%
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 will 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 users 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.

Be sure to notify the vendor as soon as possible when a return is necessary AND
check with the vendor you use most frequently to see when they require notification.

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 contractor shall be made F.O.B. Destination with no transportation charges added. If, at 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 the 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.

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 # 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.