

SWC# 562 Lab Supplies (NASPO)
Contract Information and Usage Instructions

Contract Period: This contract begins on April 8, 2024 and ends on February 28, 2029. The contract may be extended to April 7, 2032.

Summary/Background Information: This contract with VWR is for Lab Supplies. The State of Tennessee signed a participating addendum with NASPO to join this cooperative contract. The other lab supplies contract with Fisher Scientific is on SWC563 with Omnia Partners. **SWC 562 is for VWR only.**

NASPO website: <https://www.naspovaluepoint.org/portfolio/laboratory-equipment-and-supplies-2024-2032/vwr/>

State Contact Information

Contract Administrator:

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Central Procurement Office
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Additional State Contacts

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Vendor Contact Information:

Company Name: VWR International LLC
Edison Contract Number: 82232
Vendor Number: 0000172539

Supplier Primary Contact Information:

Ginger Heldreth
Business Development Specialist, Federal and State Government
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Supplier Secondary Contact Information:

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Usage Instructions:

- You can access products through TN SmartShop or by getting a quote and creating a purchase order.
- Please see the Scope of Work for all product categories.
- No minimum order on this contract.
- This is a Statewide Contract and is open to all State Agencies and Authorized Users.
- Shipping and Delivery Terms (from Master Agreement):

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity.. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please click on the "Agency Upgrade User Guide" link on the following page:
<http://tn.gov/generalservices/article/agency-reference-material>.

Billing and Payment Instructions:

Follow your agency specific rules for billing and payments.

Asset and Inventory Management:

Not Applicable

Appendix A

SCOPE OF WORK

I. Master Agreement Objectives

The purpose of this competitive solicitation is to develop contracts for the purchase of laboratory equipment and supplies. The RFP is requesting proposals on two (2) defined bands (“Bands”) of laboratory equipment and supplies, as follows:

Band 1 FULL-LINE CATALOG of laboratory equipment and supplies, excluding microscopes. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

Band 2 MICROSCOPES

Offerors responding to Band 1, Full-Line Catalog and/or Band 2, Microscopes MUST accept orders from and extend contract prices to all 50 states and U.S. territories, to include qualified public entities and qualified non-profits.

II. Master Agreement Deliverables

A. BAND 1 – FULL-LINE CATALOG

Full-line catalog of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

B. BAND 2 - MICROSCOPES

Microscopes including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, workbenches, cameras, monitors, keyboards, mouses, software, maintenance, and support etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

- Student microscope
- Monocular/Digital Compound Monocular microscopes
- Binocular/Digital Compound Binocular microscopes
- Trinocular Compound microscopes
- Dual-View Binocular compound microscopes
- Stereo/Digital stereo microscopes
- Digital Zoom microscopes
- Digital Imaging microscopes
- Polarizing Microscopy Polarized Light microscopes
- Electron Microscopy sample preparation
- Confocal instruments
- Inverted microscopes
- Metallurgical microscopes
- Gemological microscopes
- Asbestos counting microscopes
- Inspection System Stereo microscopes/projector microscopes
- Video & Digital, Stereo and compound microscopes with viewing screens
- EPI-fluorescent microscopes (binocular/trinocular and inverted models)
- Digital microscope cameras
- Measuring microscopes

Electron microscopes

A. Items Not Included In This Contract

The following items are NOT included in this RFP:

Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

III. Contractor Responsibilities and Tasks

A. Ordering

1. Contractor must provide and maintain a toll-free phone number for order placement. At a minimum the buyer shall be able to place an order, inquire about orders, and be provided price and availability information. Contractor must establish a wait time to place an order of less than 3 minutes. The toll-free number must also provide customer service Monday-Friday, 8am-8pm EST.
2. Contractor must accept orders via email.
3. Contractor must provide and maintain an Internet-based ordering system consisting of a website that is accessible by both the Purchasing Entity and the Lead State, for the resulting contract. **This requirement is mandatory for Band 1 and optional for Band 2.**
 2. The web site, at a minimum, must:
 - a. Allow Participating Entities and Purchasing Entities to search Contractor's catalog based on key word, brand name, description, etc.
 - b. Provide List Price, Discount information and Contract Pricing for the Purchasing Entity (which may vary based on an individual state's Administrative Fee).
 - c. Allow Participating Entities and Purchasing Entities to place an order on-line, with a secure means for storing procurement card information.
 - d. Provide tracking/status information after an order is submitted.
 - e. Maintain a database for each Participating Entity. Purchasing Entities shall be identified by a unique number. The database shall include a comprehensive sales record that includes all sales for that Purchasing Entity for the life of the contract. The sales record shall include at a minimum: the date and status of each order (including the date of shipment); the quantity and pricing; as well as the contact information for the individual at the Purchasing Entity that placed the order.
 - f. Provide training materials and FAQs for use of the website and the contract, as well as troubleshooting tips.
 - g. Provide contact information for ordering, billing, credit, service, and other complaints/issues.
 - h. Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.
 - i. The awarded Contractor(s) will have a maximum of sixty (60) calendar days after award to post their fully functional NASPO ValuePoint webpage on their company website. Failure to meet the sixty (60) day requirement will be considered a default and may lead to cancellation of the award.

4. Back-Orders

Contractor must take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Purchasing Entities' facilities. Contractor shall provide communication for back-ordered and/or out-of-stock contracted items. Contractor shall provide assistance to accommodate alternative/substitution items for products that are back-ordered or out-of-stock. Contractor must make effort to provide a price match in the event that the substitution item price is greater than the back-ordered item contract price.

B. Packaging and Delivery

1. Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity.
2. For items ordered under Band 2, Contractor will ship within 45 days, unless otherwise agreed to by Purchasing Entity, after receipt of order (ARO).
3. All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Participating Entity. Contractor will be required to notify the Purchasing Entity within 24 hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Purchasing Entity may cancel the order without penalty, and make the purchase elsewhere.
4. Delivery FOB destination must be included in pricing, no additional delivery fees may be charged except for items identified below. If any items ordered have special packaging (e.g. dry ice, hazardous materials), handling (e.g. next day delivery required), lift gate delivery or a special pricing arrangement has been made between the manufacturer and the Participating Entity that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.
5. Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.
6. Any products offered with an applicable shelf life must be date stamped (including gloves).

C. Late Delivery And Failure To Deliver

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Master Agreement in accordance with all of the terms and conditions contained in the Master Agreement. Repeated failure to meet specified delivery requirements may result in Master Agreement termination, or the Lead State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Section III.B above but may agree to shorter timeframes with Purchasing Entities for specific orders.

D. Return of Items

1. Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall be inspected within three (3) business days and be returned at Contractor's expense within five (5) business days after receipt of notification from the Purchasing Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Purchasing Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Purchasing Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Purchasing Entity must receive a credit or refund for the purchase price, at the Purchasing Entity's discretion.

2. Purchasing Entity Error

Standard stock equipment and supplies ordered in error by Purchasing Entities will be returned for credit within fifteen (15) days of receipt, at Purchasing Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

E. Invoicing

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Purchasing Entity which placed the order. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Participating Entity.

F. Customer Account Numbers

Contractor must establish unique customer/account identification numbers for use by each individual Purchasing Entity. Some Participating Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

G. State Purchasing Card

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards to a maximum payment value of ten thousand dollars (\$10,000).

H. Training

Contractor must provide training that covers basic use of the website, performing searches, ordering, invoicing, customer service tools, credits, etc. to all Purchasing Entities upon request (no more than one, one (1) hour training session per Purchasing Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc.

I. Records Maintenance and Reporting Requirements

Records Maintenance: Contractor must maintain books, records, documents, and other evidence pertaining to this Master Agreement as required in Attachment D.

Reporting Requirements: Contractor must provide summary and detailed usage reports as required in Attachment D and as required by individual states and Participating Entities.

J. Customer Service Requirements

The Contractor must offer sufficient customer service support to ensure timely delivery, competent technical support for the products, and profession and timely response and resolution to any issues.

K. Sustainability

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training.

L. Cost

1. Discounts to Remain Firm or Greater

The percentage category discounts from the Contractor's submitted price worksheet is not to decrease for all updates or revisions of Contractor's price worksheet during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Participating Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and manufacturer that are applicable to future orders during the term of the Contract.

3. Price Lists and Updates

Contractor must furnish a "hard copy" and/or an electronic copy (at Lead State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy (Participating Entity's option) to all Purchasing Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section M below. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. SKUs shall be consistent, and Contractor shall document discontinued items in writing when submitting replacement products.

4. Price List Access

At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

5. Additional Manufacturer Discounts

For contract items, the Contractor agrees to allow any particular Participating Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Participating Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Participating Entity.

M. Price Changes

1. Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Participating Entities.
2. All discounts offered must remain firm or higher during the term of the contract.
3. Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The Lead State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the Lead State.

N. Audit Rights

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

O. Change In Contractor Representative

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

P. Contractor Insurance Requirements

The Contract shall minimally meet insurance requirements as defined in the Master Agreement. Participating Entities may have different insurance requirements.