

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300 72201-3966
Little Rock, Arkansas
501-324-9316

EXTENDED CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT.
THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE
ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR PROPOSAL
ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE
OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS
SET FORTH WITHIN THE REQUEST FOR PROPOSAL.

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BUYER: JUDY SHIRLEY

CONTRACT/BID NO.: RFP-04-0430

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DESCRIPTION: MULTI-STATE LABORATORY SUPPLY AND
HOMELAND EQUIPMENT LABORATORY PRODUCTS (HELP CONTRACT)

CONTRACT PERIOD: JULY 1, 2008 THROUGH JUNE 30, 2010

DELIVERY REQUIREMENTS: ROUTINE ITEMS DELIVERY WITHIN 72 HOURS ARO
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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE
SPECIFIED.

INVOICE AND DELIVERY TO: AS SPECIFIED ON AGENCY PURCHASE ORDER

CONTRACT AWARDS TO:

Fisher Scientific
2000 Park Street
Pittsburg, PA 15275

VWR International
Arne Brandon
1050 Satellite Blvd. 30024
Suwanee, GA 30024

OraSure Technologies
150 Webster Street
Bethlehem, PA 18015

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: 

DATE: 6.23.08



**MULTI-STATE LABORATORY SUPPLY AND
HOMELAND EQUIPMENT LABORATORY
PRODUCTS CONTRACT (HELP)**

STATE CONTRACT NUMBER: SP-04-0430

LEAD AND ADMINISTRATIVE STATE:

ARKANSAS

OFFICE OF STATE PROCUREMENT

ADDITIONAL CONTRACT TERMS AND CONDITIONS

ALL PREVIOUS TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN EXCEPT WHERE EXCEPTIONS WERE NOTED AND ACCEPTED BY THE VENDORS AND THE STATE OF ARKANSAS AND EVALUATION COMMITTEE.

The State of Arkansas, Office of State Procurement, in a multi-state purchasing agreement with NASPO, (National Association of State Purchasing Officials) has awarded the contract for the purchase of various brand name laboratory supplies and homeland equipment and laboratory products. For convenience, the contract will be referred to as the "HELP" contract for future reference. Effective July 1, 2008 this contract is being extended through June 30, 2010.

Copies of the **Participating Addendum** to be executed between interested States and the contractor(s), a **Facility Application Form**, a copy of the **Contract Award** with pricing discounts offered by the contractors in each category and a link to each contractor's website will be linked to the Arkansas Office of State Procurement's website. The website address to obtain this information is: www.state.ar.us/dfa/purchasing/index.html

All revisions or updates as they occur on the contract and during the term of the contract, will be placed on the above website for your notification.

A state may elect to execute a "**Participating Addendum**" with the Contractors and must submit a copy of the executed agreement to the Arkansas Office of State Procurement within five (5) days of signing. (The completion of this document will usually be at the Participating State's Procurement Office.) Also available for downloading is a copy of the "**Facility Membership Application**" which each using facility will need to complete. The ordering facilities will need to retain a copy of the "**Facility Membership Application**" within their facility, and submit a copy within five (5) days of signing to the Arkansas Office of State Procurement to the attention of Rebecca O'Neal.

E-MAIL: judy.shirley@dfa.state.ar.us

Participation by any state, regardless of geographic location, or specific NASPO region, is permitted at any time during the term of the contract and upon any contract extensions by executing a "Participating Addendum" with the Contractors and submitting a copy to the Arkansas Office of State Procurement.

Contractor must accept orders from and extend the contract prices to all participating states. The Contractors must allow qualified new state agencies, participating states facilities and political subdivisions joining the "HELP" Contract to be added to the current participants list and access contract prices throughout the term of the contract. The Arkansas Office of State Procurement reserves the right to add and delete other members, state and political subdivision facilities during the term of this contract at the request of the Participating State and/or purchasing entity.

The laws of the State of Arkansas in accordance with the Uniform Commercial Code (UCC) as adopted by the State of Arkansas shall govern this procurement and contract. The laws of the each participating state shall govern for purchases made within the jurisdiction of each respective participating state. A copy of the State of Arkansas Procurement Law and Regulations can be found at the website noted above.

LEAD AND ADMINISTRATIVE STATE:

The Arkansas Office of State Procurement was the issuing state for this procurement and has been designated as the lead and administrative state for the contract administration. All differences in interpretation in contract terms, conditions, disputes, or administrative duties associated with this contract should be directed to:

**STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 WEST 7TH STREET, 3RD FLOOR
LITTLE ROCK, AR 72203**

ATTENTION:

Judy Shirley
Office of State Procurement
PHONE: (501) 324-9314
FAX: (501) 324-9311

AWARDED VENDORS:

Fisher Scientific
VWR International
OraSure Technology (limited categories, (primarily rapid on-site H.I.V. testing)

Specific detailed ordering instructions with complete addresses including e-mail, fax numbers and contact individuals are listed as an attachment to this contract award.

TYPE AND TERM OF CONTRACT:

The contract was awarded to multiple vendors in multiple categories. The initial term of the contract is July 1, 2004 through June 30, 2006 with an option to renew by mutual agreement for two (2) additional two (2) year periods for a consecutive total of six (6) years. The contract award to Fisher Scientific, VWR International, OraSure Technologies has been extended until June 30, 2010. No price increases will be allowed until the dates indicated below:

Fisher Scientific may request a price increase in July 2008.

VWR International may request a price increase in January 2009.

OraSure Technologies may request a price increase in January 2009.

To access the current contract pricing, the facility must set up an account with the vendors.

Items on the contract will be listed in each vendor's database. When a user logs on with their unique account number (assigned by the vendors) the item requested will default to the "HELP" contract pricing.

Establishing an account with the vendors does not obligate the facility to use this contract or to place orders with the contract vendors.

INTERNET ADDRESSES OF CONTRACT VENDORS:

www.fishersci.com
www.vwr.com
www.orasure.com

PRICING: All discounts offered will remain firm or higher during the term of the contract. Fee increases may only be negotiated with the Arkansas Office of State Procurement. Price reductions announced by a manufacturer are to be applied at the time of the announcement for the products that have not been delivered to the purchasing entities. Price increases will be allowed annually and must be calculated from the published price list and held firm for a period of twelve (12) months from date of contract price increase. Contractors must notify the Arkansas Office of State Procurement of any intended price increases at least thirty (30) days before the price renewal becomes effective. The Arkansas Office of State Procurement reserves the right to accept or reject any price increases proposed and may elect to not renew a Contractor's portion of the contract in the event the prices proposed are not acceptable to the Arkansas Office of State Procurement.

DELIVERY OF PRODUCTS:

Delivery of routine consumable items is required within 72 hours after receipt of order.

Financial obligations of participating states are limited to the order placed by the department or other state agencies and institutions having available funds. Participating states incur no financial obligations on behalf of political subdivisions.

Although the successful Contractors shall be deemed "primary" for the products covered by the contract, the contract shall not be deemed "exclusive." The Arkansas Office of State Procurement and all participating states reserve the right to purchase similar products from other Contractors at the discretion of each participating State.

The Contractors must continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to participating state facilities. The Contractors shall report to the Arkansas Office of State Procurement any price reduction or discount, or other more favorable terms, offered to any participating state or ordering facility, and the awarded Contractors must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the contract.

QUARTERLY REPORTS: Every three (3) months the Contractor will furnish quarterly reports to the Arkansas Office of State Procurement indicating procurement activity for the State of Arkansas and also a breakdown of purchasing activity by all participating States and their purchasing entities. These reports will include, at a minimum, a listing of all items purchased during the quarter, the item number and description, the unit list prices, unit net prices after discount and the total dollar amount procured by each purchasing entity. The Contractor's quarterly report shall include the names of the accounts with complete addresses noted and corresponding account numbers. Contractor may be required to establish and maintain a relational database or other sales tracking system from which to generate quarterly reports to the Arkansas Office of State Procurement electronically.

THE CONTRACTORS WILL PROVIDE THE REPORTS AND ADMINISTRATIVE FEE PROMPTLY WITHIN THIRTY (30) DAYS FOLLOWING THE END OF EACH QUARTER. FAILURE TO DO SO MAY RESULT IN BREACH OF CONTRACT AND MAY BE CAUSE FOR CANCELLATION OF CONTRACT FOR DEFAULT.

Quarterly reports are to be sent to the following:

Judy Shirley
Arkansas Office of State Procurement
1509 W. 7th Street, Room 300
Little Rock, AR 72203

ADMINISTRATIVE FEES:

Administrative Service Fee of 0.1% of total sales for the previous quarter to the following:

NASPO
Arkansas Multi-State Laboratory Supply Contract
P.O. Box 1058
Lexington, KY 40588-1058

THE ADMINISTRATIVE FEE MUST BE SUBMITTED AND PAID WITHIN 30 DAYS AFTER THE END OF EACH QUARTER.

NOTE: FAILURE OF THE CONTRACTORS TO SUBMIT QUARTERLY USAGE REPORTS TO THE ARKANSAS OFFICE OF STATE PROCUREMENT, AND/OR FAILURE TO REMIT ADMINISTRATIVE FEE TO THE "NASPO COOPERATIVE PURCHASING VENTURE REVOLVING FUND" ON A QUARTERLY BASIS MAY BE CONSIDERED CONTRACT DEFAULT. FAILURE TO SUBMIT REMITTANCE OF EITHER ARTICLE WITHIN THIRTY- (30) DAYS AFTER THE END OF EACH QUARTER MAY BE CAUSE FOR CONTRACT CANCELLATION BY THE ARKANSAS OFFICE OF STATE PROCUREMENT.

The Contractor shall pay the administration fee in accordance with the Terms and Conditions of this contract. The NASPO Policy Board of Directors and the NASPO Cooperative Purchasing Committee approved the administration fee. **The administration fee is not negotiable.**

Some States may require an additional fee be paid directly to the participating States on purchases made by the purchasing entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in the "**Participating Addendum**" that is made a part of the contract. **All such agreements shall have no effect on the administrative fees or prices/discounts associated with the resulting primary contract.**

In each **Participating Addendum** a State may add language establishing dollar requirements, require permissive or mandatory use of the contract for their respective State, or other criteria required by each State dependent upon their statutes, policies and procedures or as mandated by each State Purchasing/Procurement Director as outlined in their individual "**Participating Addendum**". This also will allow a State the flexibility of negotiating with the contractor(s) to establish an administrative fee back to that particular State. The negotiation of any administrative fees by the States will be solely up to each State and the Contractor(s).

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner without prior written approval of the Contract Administrator of the Arkansas Office of State Procurement.

PUBLICITY AND ENDORSEMENT: Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Arkansas Office of State Procurement. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractors individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this contract. The Contractors must not claim that the Arkansas Office of State Procurement, the participating states or NASPO endorses its products or services.

VENDOR PERFORMANCE REPORTS: If a Participating State has been unable to successfully resolve a contract dispute, delivery problem or is receiving poor level of service, inferior products, out-of-date products, or has dissatisfaction with the Customer Service aspect of one of the Contract vendors, the Participating State should complete a Vendor Performance Report "VPR". This VPR will be included on the Office of State Procurement Website and must be submitted to the Arkansas Office of State Procurement for information and necessary action within the Arkansas Office of State Procurement. This office will closely monitor the performance of the Contractors and their ability to fulfill their contractual obligations under this contract.

ADDITIONAL INFORMATION: The attached "**Discount Pricing Sheets**" and "**Ordering Instructions**" from Fisher Scientific, VWR International, and OraSure Technologies are attached. This information should supply most of the information you will need to place orders. Each contractor will work with each ordering facility in your state to set up account numbers for ease in on-line ordering. The attached "**Ordering Instructions**" for each vendor should assist you with the information you need to start ordering.

A copy of a "**Vendor Performance Report**" (VPR) is attached to report exceptional performance, or to notify the Arkansas Office of State Procurement of problems your State may be having with a Contractor.

A copy of the "**Participating Addendum**" is attached to complete if your State desires to enter into this cooperative purchasing agreement.

A copy of the "Facility Membership Application" is attached to complete for each facility within your state that may desire to order products from this contract.