



PRICE AGREEMENT NO. 13472

AMENDMENT NO 3

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NM 87125
PHONE (505) 881-8415
FAX (505) 830-1161

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R

Fisher Scientific Company, LLC
4500 Turnberry Dr.
Hanover Park, IL 60133

SHIP TO

See Purchase Order for
Ship To / Contact Person

ATTENTION
OF

DATE	VENDOR NO.
1/30/2016	10950

sls

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW CONTRACT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS & CONDITIONS

PRICE AGREEMENT

January 30, 2016 - January 29, 2017

Final year

Amendment 3

Science Supplies & Equipment - Discount from List

Per terms and conditions of Bid No. 13-024SC-SL

Reason for Amendment: Renewal of price agreement for one (1) additional year

All original terms and conditions remain unchanged

CONTACT: Mary Gundlach
PHONE: (800) 955-1177 / FAX: (800) 955-4763
EMAIL: fse.bids@fisheredu.com

NOTE: THIS IS NOT AN ORDER BUT NOTIFICATION THAT THE BOARD OF EDUCATION HAS ENTERED INTO AN AGREEMENT TO RECEIVE THE ABOVE SERVICES AND/OR PRODUCTS AS REQUESTED.

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Rennette Apodaca
Rennette Apodaca
Steven L. Carpenter
Steven L. Carpenter
Senior Buyer



November 28, 2012

Albuquerque School District
Attn: Steven L. Carpenter
6400 Uptown Blvd NE, Suite 500E
Albuquerque, NM 87110

**RE: Albuquerque Public Schools
Bid # 13-024SC-SL**

Dear Steven,

Thank you for giving Fisher Science Education the opportunity to respond to your bid for Albuquerque Public Schools. We strongly encourage your science teachers and department leaders to employ your **US Communities Contract** with Fisher Science Education to ensure your **best possible pricing**. Here is some important information regarding your request for renewal:

Your Fisher account number is **411431-001**. To guarantee the quickest possible service, please refer to this number when placing orders.

Your US Communities reference/contract number is **08-04026USC**. Please use this number in all correspondence with us, including purchase orders so we can be certain to provide you with these special prices. All items can be viewed and/or described on our website: www.fisheredu.com
Discount and Shipping terms are per your US Communities agreement.
Please see attached pricing agreement.

Discount:

31% off Catalog Pricing from the "Fisher Science Education 2013 General Catalog". Starting January 1st, 2013, discount will be off the current published list prices. Discount excludes items that end with "ND".
Catalog list prices will be updated every January of the subsequent year.

Various discounts

Please see attached US Communities pricing agreement for detailed discount incentives such as; Large order discounts and online ordering rebates.

Delivery Terms/Exceptions:

Free shipping on all orders over \$100 excluding live, hazardous, motor freight items. Motor freight charges are based on the type of delivery required and weight and volume of the item (items with "MF" suffix) provided at the time of your order. A hazardous materials surcharge of \$24.00 per order will be charged where applicable. Anticipate delivery time of 3-5 days ARO for most items.
Payment terms are Net 30 days.

Valid Date: January 1st, 2013 through December 1st, 2013 (Or one year from date of award with option to renew)

Sales Representative:

Rose Meli
Phone: 1-630-259-4759
Toll Free: 1-800-955-1177 ext. 136-4759
Fax: 1-800-955-4763
Email: Rose.Meli@thermofisher.com

Feel free to contact me if you have any questions or comments. Thank you again for this opportunity.

Sincerely,

Lonnie Sharkey
Bids & Contracts Manager



Fisher Science Education

Albuquerque School District

3 years Pricing Agreement

US Communities Contract # 08-04026USC

Fisher Science Education is pleased to offer the following discount program per the US Communities:

- Discount:** **31% off** list pricing from all current Fisher Science Education catalogs and full Fisher Science Education web product line. Discount excludes catalog numbers ending in 'ND'
- 18% off** current catalog pricing from Scientific (Research) and Healthcare catalogs (see website to access these catalog offerings)
- Freight:** **Free Shipping on items over \$100**, excluding live, hazardous, and motor freight items.
- Incentives:** **Volume rebate, large order discount, e-commerce incentive.** Please see the following page for detail.
- Contract#:** Bid# 13-024SC-SL, Catalog Discount for Science Supplies & Equipment
- Valid dates:** Current - Dec. 31st 2013
- Terms:** Please see the following page for terms and conditions.
- Reference:** 08-04026USC

Fisher Science Education
4500 Turnberry Drive
Hanover Park, IL 60133

Phone: 800-955-1177
FAX: 800-955-4763
E-Mail: fse.discounts@fisheredu.com

Explanation of Incentives:

PA13472
Vendor # 10950
Fisher Scientific Company LLC
Firm Name (Fisher Science Education
Business Unit)

Bid No. 13-024SC-SL

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SCIENCE SUPPLIES AND EQUIPMENT

Item
No. Description

In the interest of fairness and sound business practice, please provide the following information regarding your company. No value will be assigned but it will be a factor in determining the responsive and responsible bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your bid will be rejected if the following information is not provided on these pages.

- Contract Designee:** (Name of person assigned to APS account. Include telephone and fax number. Please notify APS if contract designee changes.)
Rose Meli - Sales Representative / Ph: (800) 955-1177 ext 136475
Bids information: bchids@fisheredu.com (email)
(800) 955-4763 (Fax)
- Special Quotation/Reference/Account Number:** (Optional. If applicable, indicate type and number.)
Acct # 411431-001
- Order Address:** (Mailing address for orders)
FISHER SCIENCE EDUCATION
4500 TURNBERRY DR.
HANOVER PARK, IL 60133
- Remit Address:** (Mailing address for payments)
Fisher Scientific Company LLC
P.O. Box 404705
Atlanta, GA
- Federal Identification No.:**
- Overall Catalog Discount:** (Net, 10%, etc.) Cover letter explaining discounts is recommended.

Firm Name Fisher Scientific Company Ltd
(Fisher Science Education Business Unit)
Bid No. 13-024SC-SL

SCIENCE SUPPLIES AND EQUIPMENT

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Item

No. Description

7. Individual Price List Discount: (Indicate area, i.e. live material, furniture, etc. which may be more or less than No. 6.)

Research/Healthcare items → 18% discount

see attached

8. Discount Exceptions: (Indicate, if applicable, i.e. live material, preserved material, chemicals, X amount or more pricing, motor freight items, etc.)

Free shipping on orders over \$100.00 excluding live, hazardous, motor freight items.

9. Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)

N/A

10. Miscellaneous Charges: (i.e. small order charge, hazardous materials surcharge, etc. Please specify name of charge and amount or percentage.)

Hazardous materials charge \$24.00

Fisher Scientific Company LLC
Firm Name (Fisher Scientific Education
Business Unit)

Bid No. 13-024SC-SL

SCIENCE SUPPLIES AND EQUIPMENT

Item
No. Description

11. **Delivery Charge Exceptions:** (Indicate the amount, percent, etc. to be charged.) Before filling in this section, read General Requirements, F.O.B. Destination, page 6.

Free shipping on orders over \$1100.00 excluding live hazardous material freight items.

12. **APS may on occasion require inside delivery of science supplies, specimens, equipment, and related material to a certain location. Can you company delivery science supplies, specimens, equipment, and related material inside a building?**

YES

13. **Specify any exceptions and conditions that your company may require.**

See attached letter

14. **What is your average lead-time after receipt of order?**

3 to 5 days are on most items

15. **What is your Return Policy? (Specify your return goods policy, restocking charges, exchanges, etc.)**

Returns accepted on new, unused products. Custom made items non-returnable. No restocking fees if dissatisfaction with product, warranty problems, damage or an error on our part. Returns beyond these are subject to a 15% restocking fee

Fisher Scientific Company LLC
Firm Name (Fisher Science Education Business Unit)
Bid No. 13-024SC-SL

SCIENCE SUPPLIES AND EQUIPMENT

Item No. Description

16. Please explain your discount procedures as it applies to your invoice. (i.e. discount based on unit price, total extension of unit price, total order, etc.) APS PREFERS DISCOUNT BY LINE ITEM.

Discount by line item.

17. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.

N/A

18. Fax Number(s) for purchase orders:
(800) 955-0740

19. Email address for companies APS contact: (Used to get quotes, request returns, pricing problems)

For Quotes: fse_bids@fisheredu.com / Returns or Pricing issues: FSE.CustServ@thermofisher.com

Note: Please include any attachments/procedures that display your companies' policies.

Previous Bid No. 09-047SC-LJ



Warranties and Return Policy

"No Hassle" Return Policies:

Fisher Science Education's "no hassle" returns policy is part of our commitment to fulfilling customer satisfaction. Returns can be coordinated by contacting Fisher Science Education Customer Service at 800-955-1177.

Once You Receive Your Order:

Open and inspect your order immediately upon arrival and notify us of any problems. To expedite your requests, please have ready the *confirmation number of your order*, found in the upper left hand corner of the packing slip and invoice, or your account number and purchase order number. Call customer service to obtain a *return authorization number* prior to the return of any product.

Returns:

We will gladly accept returns on any new, unused product, no questions asked. We do ask for an exception regarding custom items specially sourced for individual customers. We cannot accept returns on those products because there is no other sales outlet for them. We do let customers know up front if an item is not returnable. Of course, if custom sourced products are defective or damaged, we will gladly accept returns.

Restocking fee:

We do not charge a restock fee for most returns. Any product returned because the customer was dissatisfied with the product, because of warranty problems, because of damage, or because of any error on our part will be taken back no questions asked, without a restock fee. Any product that the customer wishes to return for reasons beyond those listed above may be returned with no restock fee provided the customer contacts us within 60 days of receiving the product. If school is on break when the product is received, we extend the window to 60 days after school is back in session. We ask for a 15% restock fee when items are returned after the 60 day window, although our Customer Service group has authority to wave the fee, depending on the situation.

Defects and Damages:

If an item is concluded defective or damaged it is our FIRST priority to get you a product that satisfies your needs in a most timely manner. As your distributor we will work through the details of damage claims with our carriers and warranties with our manufacturers.

Damaged products may be returned within 7 days through our return goods program, with the following exceptions (for products ordered during times when school is not in session, customers have 7 days after their return to the classroom to contact us for a product return):

- Discontinued products
- Third party items
- Products that have been personalized or customized
- Items supplied to customers as an accommodation, including without limitation, third-party purchases
- Items not purchased from Fisher Science Education
- Refrigerated or temperature-controlled products
- Outdated, shelf-worn, or used products (those not in salable condition)
- Reagents, diagnostics, or chemicals that have been opened
- Broken thermometers or any material containing free mercury. (Note: Fisher Science Education cannot arrange for the treatment or disposal of mercury.)
- Products purchased by you which are solely intended for delivery within the United States and you have caused those Products to be shipped outside of the United States