

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Shelburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
For TTY/ADD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

### CONTRACT RELEASE: U-96(5)

**DATE:** MARCH 29, 2004

**PRODUCT/SERVICE:** URINALYSIS TESTING SYSTEMS - DRUGS OF ABUSE

**CONTRACT PERIOD:** AUGUST 1, 2001, THROUGH JULY 31, 2006

**EXTENSION OPTIONS:** AS ALLOWED BY FSS CONTRACTS

**ACQUISITION MANAGEMENT SPECIALIST:** LAYNE NELSON

**PHONE:** 651.296.7119 **E-MAIL:** [layne.nelson@state.mn.us](mailto:layne.nelson@state.mn.us) **WEB SITE:** [www.mmd.admin.state.mn.us/](http://www.mmd.admin.state.mn.us/)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>VARIOUS</b>	<b>VARIOUS</b>	<b>NET 30</b>	<b>AS SPECIFIED</b>
*****			
<b>MEDTOX DIAGNOSTICS, INC.</b> 402 West County Road D. St. Paul, MN 55112	<b>426533</b>	<b>NET 30</b>	<b>10 DAYS ARO</b>
	<b>COMPANY WEB SITE:</b> <a href="http://www.medtox.com">www.medtox.com</a>		

**VENDOR NO.:** 200350180 00

**STATE CONTACT:** Heather Hansen **PHONE:** 651.636.7466 Ext. 6408 **FAX:** 651.286.6295  
**E-MAIL:** [hhanson@medtox.com](mailto:hhanson@medtox.com)

**NATIONAL CONTACT:** Howard Claussen **PHONE:** 651.286.6230 **CELL:** 651.260.9343

**CONTRACT PERIOD:** February 1, 2001 through March 31, 2005

**CONTRACT USERS.** This Contract is available to State agencies, members of the State=s Cooperative Purchasing Venture (CPV) program and members of Minnesota Multistate Contract Alliance for Pharmacy (MMCAP) at the same prices, terms, and conditions.

**STATE AGENCY CONTRACT USE.** This Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract vendor. State agencies should use a contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**STATE AUDITS (Minn. Stat. ' 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available to and subject to examination by the Legislative Auditor and/or the State Auditor for a minimum of six years after

the end of the Contract or transaction.

**SPECIAL TERMS AND CONDITIONS**

**SCOPE.** This contract is for the Minnesota Department of Corrections and various other state agencies, political subdivisions and the Minnesota Multistate Contracting Alliance for Pharmacy to provide urinalysis testing systems for various drugs of abuse. The urinalysis testing system is portable, easy to use, and meets SAMHSA/NIDA levels, where applicable. Tests have a rapid turnaround time to check a client=s/patient=s/offender's urine in their presence, if desired. Courier service and/or an express mailing system for confirmation testing are available at no cost, court testimonial services, and training as required by staff for proper use of products are also available.

**MINIMUM ORDER.** \$100.00

**ADDITIONS.** The State reserves the right to add items from that contract that are similar in nature but do not significantly impact the overall value of the Contract.

**PRICES.** Prices are firm through the first year. After that period, prices may increase once a year. After the first year, escalation may be allowed based upon a demonstrable industrywide or regional increase in the vendor=s costs. Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity or service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

The contract release contains all of the pertinent information regarding Medtox=s offer under solicitation No. 7FXP-L3-99-8411B for Federal Supply Class 84, Part VI, Section A, Law Enforcement and Security Equipment.

<b>Element</b>	<b>Government</b>	<b>MFC</b>
a. Basic Discount Terms	Verdict II Singles	62.35%
	Verdict II Two Panels	53.9%
	Verdict II Three Panels	54%
	Verdict II Four Panels	49.7%
	Profile II	44%
b. FOB Shipping Terms	Destination-Prepaid and Invoiced	Destination
c. Payment Terms	1% 20, Net 30	Net 30
d. Delivery Terms	10 days ARO	10 Days ARO
e. Emergency Delivery	1 day after stock confirmation	1 Day after stock confirmation
f. Warranty Terms	12 months from date of mfg	12 months from date of mfg.
g. Quantity Discounts	None	Single 0 23.5% Double 0 21.7% Triple 0 18.5% Quad 0 16.1% Profile 0 14.3%
h. Commercial Credit Card	Mastercard/Visa	Mastercard/Visa
i.	The catalog/price list that this offer is based upon is the Verdict II and Profile II standard price list dated 12/1/99.	
j.	MEDTOX=s most-favored customers (MFC=s) are clinics and corporations. Medtox=s offer to the government exceeds (has a lower price/ higher discount) the offer to our MFC.	
k.	Venue and Jurisdiction is Ramsey County, Minnesota	
l.	Price Relationships: The spread per model between the discounts for the State and those of the MFC at the conclusion	

of negotiations will be maintained throughout the life of the Contract. Example: Verdict II Singles, quantity of 25 B 500+ GSA=s basic discount is 62.35 percent, MFC=s discount for 500+ is 23.52 percent. Therefore, the State=s basic discount will never be less than 38.83 percent greater than the MFC=s quantity discount for 500+ units. MFC=s discount for quantity of 25-50 is 0 percent. Therefore, the State=s basic discount will never be less than 62.35 percent greater than the MFC=s basic discount for quantity of 25 - 50.

- m. We have included in the discounted prices a 1 percent IFF fee to be paid quarterly.
- n. Standard commercial warranty applies. Product shall be warranted to functional 12 months from date of manufacture.
- o. Items are always sold in boxes of 25 devices per box.

**Drug Test Kits, Device Only Pricing  
GSA Contract Prices Effective 4/1/00**

<u>DEVICE</u>	<u>DRUGS TESTED</u>	<u>PRICE</u>
Verdict II Singles	THC	\$1.50
	COCAINE	\$1.50
	OPIATES	\$1.50
	AMPHETAMINES	\$1.50
	PCP	\$1.50
Verdict II Double	THC/COCAINE	\$2.00
Verdict II Triple	THC/COCAINE/OPIATES	\$2.50
	THC/COCAINE/AMP	\$2.50
	THC/COCAINE/PCP	\$2.50
Verdict II Four Panel	THC/COCAINE/OPIATES/ AMPHETAMINES	\$3.00
Verdict II Four	THC/COCAINE/OPIATES/ AMPHETAMINES + LFAS	\$3.50
Verdict II Five Panel	THC/COCAINE/OPIATES/ AMPHETAMINES/PCP	\$3.50
	THC/COCAINE/OPIATES/ AMPHETAMINES/ BENZODIAZEPINES	\$3.50
	THC/COCAINE/OPIATES/ AMPHETAMINES/ METHAMPHETAMINE	\$3.50
	THC/COCAINE/OPIATES/ METHAMPHETAMINE/ BENZODIAZEPINES	\$3.50
	THC/COCAINE/OPIATES/ AMPHETAMINES/METH +LFAS	\$4.00

**Drug Test Kits, Device Only Pricing  
GSA Contract Prices Effective 7/1/02**

			<u>PART NUMBER</u>
EZ Screen Breath Alcohol Tubes	ALCOHOL ONLY	\$1.50	600321
Verdict II Seven Panel	THC/PCP/COCAINE/OPIATES AMPHETAMINE/BARBITURATE BENZODIAZEPINES	\$5.00	600622
Profile II Seven Panel	SAME AS SEVEN PANEL ABOVE	\$5.00	600607
Profile II ER Nine Panel	SAME AS SEVEN PANEL PLUS METHADONE/TRICYCLIC- ANTI-DEPRESSANTS	\$12.00	600591

Laboratory Screen and Gas Chromatography/Mass Spectrometry confirmation testing \$25/per test (with results within 24 hours of test)

Boxes for mailing confirmation testing are available at no charge postage paid for all Minnesota agencies. Courier service for confirmation testing within Minnesota is also available at no charge.

**MAPS KLIN:**

Contract line 01	Urinalysis Testing Systems
Contract line 02	Urinalysis Testing Systems
Contract line 03	Laboratory Screen and Confirmation Testing
Contract line 04	Freight

**AMERICAN BIO MEDICA CORPORATION**      **427866**      **NET 30**      **3-5 DAYS ARO**  
122 Smith Road  
Kinderhook, NY 12106      **Company Website:** www.americanbiomedica.com

**ORDERS:** 1-800-227-1243                              **Order Department FAX:** 518.758.8171

**SALES CONTACT:** Todd Bailey      **PHONE:** 952.949.0729                              **FAX:** 952.949.0725

**E-MAIL:** todd@americanbiomedica.com                              **Vendor Number:** 200213813 01

**CONTRACT PERIOD:** August 1, 2001 through July 31, 2006  
**CONTRACT USERS.** This Contract is available to State agencies, members of the State=s Cooperative Purchasing Venture (CPV) program and members of the Minnesota Multistate Contract Alliance for Pharmacy (MMCAP) program at the same prices, terms, and conditions.

**STATE AGENCY CONTRACT USE.** This Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract vendor. State agencies should use a contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**SPECIAL TERMS AND CONDITIONS**

**SCOPE.** This Contract is for the Minnesota Department of Corrections and various other state agencies, CPV members political subdivisions and the Minnesota Multistate Contracting Alliance for Pharmacy to provide urinalysis testing systems for various drugs of abuse. The urinalysis testing system is portable, easy to use, and meets SAMHSA/NIDA levels, where applicable. Tests have a rapid turnaround time to check a client=s/patient=s/offender's urine in his or her presence, if desired. Courier service and/or an express mailing system for confirmation testing are available at no cost; court testimonial services, and training as required by staff for proper use of products are also available. The Contract is the same as offered under FSS Contract number GS-07F-0277L

**ADDITIONS.** The State reserves the right to add items from FSS Contract number GS-07F-0277L that are similar in nature but do not significantly impact the overall value of the Contract.

**SHIPPING TERMS.** FOB Destination, freight prepaid and added. Freight included on orders of 20 cases or more.

**PRICES.** Prices are firm through the first year. After that period, prices may increase once a year. After the first year, escalation may be allowed based upon a demonstrable industrywide or regional increase in the vendor=s costs. Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity or service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

**NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

**MINIMUM ORDER.** \$10.00 See attached Price List Schedule.

**MAPS KLIN:**

KLIN 01	Drug Test Kit	Kit
KLIN 02	Drug Test Kit	Kit
KLIN 03	Drug Test Kit	Kit
KLIN 04	Drug Test Kit	Each
KLIN 05	Freight	

**GSA Contract Number: GS-07F-0277L**

**List Price Schedule Domestic United States (Effective January 1, 2002)  
List Price Schedule Ex-US (Effective January 1, 2002)**

Product Code	Description	Package	List Price	GSA Discount	GSA Price
COCD	RDS Cocaine	50/kit	\$3.00 each	61%	\$1.15 each
AMPD	RDS Amphetamine	50/kit	\$3.00 each	61%	\$1.15 each
PCPD	RDS PCP	50/kit	\$3.00 each	61%	\$1.15 each
THCD	RDS THC	50/kit	\$3.00 each	61%	\$1.15 each
OPID	RDS Opiates	50/kit	\$3.00 each	61%	\$1.15 each
METD	RDS Methamphetamine	50/kit	\$3.00 each	61%	\$1.15 each
BARD	RDS Barbiturates	50/kit	\$3.00 each	61%	\$1.15 each
BZOD	RDS Benzodiazepines	50/kit	\$3.00 each	61%	\$1.15 each
MEDD	RDS Methadone	50/kit	\$3.00 each	61%	\$1.15 each
TCAD	RDS Tricyclics	50/kit	\$3.00 each	61%	\$1.15 each
2C1	RDS Coc/THC	20/kit	\$6.00 each	53%	\$2.80 each
2M1	RDS Meth/THC	20/kit	\$6.00 each	53%	\$2.80 each
3M1	RDS Coc/Meth/THC	20/kit	\$9.00 each	61%	\$3.45 each
3O1	RDS Coc/THC/Opiates	20/kit	\$9.00 each	61%	\$3.45 each
3X1	RDS Coc/THC/AMP	20/kit	\$9.00 each	61%	\$3.45 each
4A1	RDS Coc/THC/Opiates/AMP	20/kit	\$12.00 each	63%	\$4.35 each
4M1	RDS Coc/THC/Opiates/Meth	20/kit	\$12.00 each	63%	\$4.35 each
5P1	RDS Coc/THC/Opiates/Amp/PCP	20/kit	\$15.00 each	63%	\$5.50 each
5M1	RDS Coc/THC/Opiates/Amp/Meth	20/kit	\$15.00 each	63%	\$5.50 each
8X1	RDS Coc/THC/Opiates/Amp/Meth/PCP/ Barb/Benzo	20/kit	\$24.00 each	61%	\$9.25 each
9T1	RDS Coc/THC/Opiates/Amp/Meth/ PCP/Barb/Benzo/TCA	25/kit	\$27.00 each	40%	\$11.00 each
	Breathscan Alcohol	Each	\$2.35	45%	\$1.30
	InTect-7	25/kit	\$37.00	52%	\$18.50
	QED	25/kit	\$6.95	54%	\$3.75
OS6	Oralstat-6	25/kit	\$13.75	55%	\$30.00

<b><u>CONTRACT VENDOR</u></b>	<b><u>CONTRACT NO.</u></b>	<b><u>TERMS</u></b>	<b><u>DELIVERY</u></b>
<b>VARIAN, INC</b> 2700 Mitchell Drive Walnut Creek, CA 94598	<b>430863</b>	<b>NET 30</b>	<b>7-10 DAYS ARO</b>

<b>VENDOR NO.:</b> 180950001-01	<b>CONTACT:</b> Fran McCormick	<b>PHONE:</b> 800.737.9667
<b>WEB SITE:</b> www.varian-onsite.com	<b>E-Mail:</b> fran.mccormick@varianinc.com	<b>FAX:</b> 800.394.6482

**CONTRACT USERS.** This Contract is available to State agencies, members of the State=s Cooperative Purchasing Venture (CPV) program and Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) members at the same prices, terms, and conditions.

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**FREIGHT/SHIPPING TERMS.** FOB Destination except for rush or overnight orders which will be prepaid and added as actual.

**MINIMUM ORDER.** \$50.00

<b><u>PRODUCT OR SERVICE</u></b>	<b><u>STOCK #</u></b>	<b><u>QTY</u></b>	<b><u>PRICE</u></b>	<b><u>KLIN</u></b>	<b><u>ENV. CODE*</u></b>
1. TEST CUP 4-Panel THC/COC/AMP/MOR-300 NG/ML	47518	25/pkg	\$168.75	00001	NO
2. Test Cup 5-Panel AMP/COC/THC/PCP/MOR-300 NG/ML	764817	25/pkg	\$181.25	00002	NO
3. On-Site Alcohol Card	47464	50/pkg	\$ 90.00	00003	NO
4. Test Cup 5501	3016633	25/pkg	\$181.25	00004	NO
5. Test Cup 5-M2K	118501	25/pkg	\$181.25	00005	NO
6. Test Cup Pro5	1986678	25/pkg	\$181.25	00006	NO
7. ORA Lab	6902004	25/tests	\$287.50	00007	NO
8. Test Stik Kit - Amphet	766496	50/tests	\$55.00	00008	NO
9. Test Stik Kit - Barbitu	766569	50/tests	\$55.00	00009	NO
10. Test Stik Kit - Benzodi	766550	50/tests	\$55.00	00010	NO

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11. Test Stik Kit - Cocaine	766518	50/tests	\$55.00	00011	NO
12. Test Stik Kit - Metham	1986686	50/tests	\$55.00	00012	NO
13. Test Stik Kit - Morphin	766534	50/tests	\$55.00	00013	NO
14. Test Stik Kit - PCP	766542	50/tests	\$55.00	00014	NO
15. Test Stik Kit - THC	766526	50/tests	\$55.00	00015	NO
16. Test Stik 2 Cocaine	1118579	50/tests	\$100.00	00016	NO
17. Test Stik 3 Cocaine/ Morphine 300 ng/mL	1118595	50/tests	\$147.50	00017	NO
18. FREIGHT (Emergency Only)				00018	NO

**REVISIONS:**

03/26/03	Added New Varian Items from GSA.
10/10/03	Medtox Amendment 3 - Lab Screen and Admin. Fee.
10/10/03	American Biomed packaging change - units from 20 to 25.
1010/03	Add Varian to Contract Release.
August 18, 2003	Added new vendor, Varian Associates, Inc.
April 1, 2003	Service Fee for American Bio Added; On a quarterly basis, the Contract Vendor shall return to Minnesota Multistate Contract for Pharmacy (MMCAP), a fee of one half of one percent (.005) of the gross revenue of the Contract Vendor's sales arising from the use of this Contract to assist with the cost of administering this Contract . The fees shall be remitted to MMCAP within 30 days of the end of the quarter. The quarter periods are form January 1 to March 31, April 1to June 30, July 1 to September 30, and October 1 to December 31, of any given year. The Contract Vendor - must provide a report detailing the total sales to State agencies, CPV and MMCAP members. The report must be submitted with the check on or before the required 30 days after the end of the quarter. Prices shall remain the same as in the original agreement.
January 24, 2003	Corrections to test kit wording
January 14, 2003	Price changes on Contracts 426533 and 427866 effective, January 14, 2003.
December 18, 2002	Medtox Freight - FOB Changed. See Amendment 2.
June 27, 2002	Added new American Bio items via American Bio amendment number 1.
June 18, 2002	Added new Medtox items via Medtox amendment number 1.
August 1, 2001	American Bio Medica Corporation added to Contract through July 31, 2006.