

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL (Changes Appear in Red)

1. DATE January 1, 2010
2. COMMODITY NAME.....LAMPS, PHOTOGRAPHIC AND SPECIALTY
3. CONTRACT NUMBER.....**2854501**
4. CONTRACT PERIOD..... January 1, 2011 through December 31, 2011
5. SUPERSEDES 2854501-10
6. AUTHORIZED USERS STATE AGENCIES AND OTHER PUBLIC BODIES
7. COMMODITY CODE.....28545
8. CONTRACTOR'S eVA VENDOR ID NUMBER **E915**
9. CONTRACTOR Scott Electric
Contractor Representative: Mr. Mark Troutman
1000 S. Main Street
Greensburg, PA 15601
TELE: 800-442-8045 FAX: 877-837-8906
WEB: sld.scottelectricusa.com
10. TERMSNET 30
11. DELIVERY.....5 DAYS After Receipt of Order
12. F.O.B..... DELIVERED
13. MINIMUM ORDER: (\$100.00 (ORDERS LESS THAN \$100 ACCEPTED, BUT FREIGHT WILL BE ADDED))
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Betsy Bratton (804) 786-3854
Fax: 804-786-0223 Email:
betsy.bratton@dgs.virginia.gov
15. VIEW/PRINT THIS CONTRACT AND ANY CHANGES AT: <http://www.eva.state.va.us/>
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) 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: Betsy Bratton
Statewide Commodity Contract Officer

INSTRUCTIONS

1. ORDERS:

A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.

B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.

2. 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.

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

4. 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. 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 web site at www.dgs.state.va.us.

5. Renewals. No renewals remain.

6. 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.

7. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The Contractor has agreed to participate in the eVA Internet e-procurement solution, web site portal www.eva.state.va.us, which streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

8. Discount Percentage: Lamps covered under this solicitation are classified as Photographic, Photo-Optic, Audio-Visual, and Specialty Lamps, including but not limited to, Photo Flash, Photo Flood, Projection, Studio, Sound and Enlarger.

This contract offers an **88.0 percent discount (multiplier .12)** off the Osram Sylvania Product Price Schedule 01-2 Photo-Optic Specialty Lamps PL-375 Suggested Retail Prices Effective October 1, 2001. A copy of this Product Price Schedule is attached to this contract. The more commonly used lamps are listed on page 4 of this contract.

9. Minimum Orders: \$100.00 will be the minimum order requirement for F.O.B. Delivered 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 the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Delivered with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
10. Order Quantities: State agencies and public bodies may order any quantity of any lamp, regardless of the standard package quantities as shown in the Product Price Schedule. However, see minimum order requirement above.
12. Delivery Point: Except when otherwise specified herein, all items shall be F.O.B. Delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.
13. Special Educational or Promotional Discounts: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
14. Quantity Discounts: For individual orders totaling \$3,000 or more for delivery to one location, the Commonwealth reserves the right to request additional discounts from the Contractor and/or request bids separate and apart from any contract that may result from this solicitation.
15. Packaging: All items shall be securely packaged and packed in fiberboard or equivalent boxes that will assure acceptance by a common carrier and provide adequate protection against damage and loss during multiple shipments, handling and storage.
16. Warranty: Problem or defective lamps should be reported to **Scott Electric**. **Scott Electric** will issue a UPS call tag and a return authorization number which must accompany the merchandise. There will be no freight or delivery charge to State agencies and other public bodies for returning problem or defective lamps. Replacement lamps will be shipped at no charge to the State agency or other public body.

	ANSI Code	Osram Sylvania Item No.	Suggested Price	Commonwealth of VA Price (includes 88.0% discount) (multiplier .12)
1.	BHC/DYS/DYV	32955	\$ 24.58	\$ 2.95
2.	BHC/DYS/DYV-5	19479	\$ 26.25	\$ 3.15
3.	BVE	38675	\$108.25	\$12.99
4.	CAL/CXP	29525	\$ 94.42	\$11.33
5.	DAY/DAK	29695	\$ 25.00	\$ 3.00
6.	DDM	43206	\$ 53.08	\$ 6.37
7.	DEK/DFW	29737	\$ 25.00	\$ 3.00
8.	EHA	37527	\$ 64.58	\$ 7.75
9.	EHG	39770	\$ 97.92	\$11.75
10.	ELC	37462	\$ 37.25	\$ 4.47
11.	EMM/EKS	40017	\$ 25.00	\$ 3.00
12.	ENX	41705	\$ 29.17	\$ 3.50
13.	ENX-5	19475	\$ 30.42	\$ 3.65
14.	EVD	41164	\$ 28.33	\$ 3.40
15.	EXR	12092	\$ 34.83	\$ 4.18
16.	EYB	12696	\$ 23.75	\$ 2.85
17.	EYB-5	19322	\$ 23.83	\$ 2.86
18.	FCS	13598	\$ 10.00	\$ 1.20
19.	FHS	47614	\$ 37.08	\$ 4.45
20.	FXL	21613	\$ 36.67	\$ 4.40
21.	ELH	38476	\$ 35.00	\$ 4.20

This contract also offers an 88% percent discount (multiplier .12) off lamps listed in the G.E. Retail Price List PH-3200-RS dated 8-1-2005.

SPECIAL TERMS AND CONDITIONS (refer to IFB # 2854501-70 for a complete list of General and Special terms and conditions)

Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Cancellation of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Catalogs: Upon request, the contractor shall furnish catalogs and price lists for items awarded directly to using agencies and other public bodies.

New Products: Unless otherwise expressly stated in this solicitation, all products furnished under the contract shall be new, unused products.

Price Escalation/De-escalation: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: PCU3641#. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

CONTRACTOR'S QUARTERLY REPORT OF SALES: Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing invoiced sales data. A report template will be provided to the Contractor, which identifies the information and format to be provided. Reports are due no later the 15th of the month following the end of the calendar year quarter, reporting total invoiced sales and returns transactions that took place in the immediately three prior months. **Quarterly reports shall be sent to the contract officer AND to the following email address: VappReport@dgs.virginia.gov.** Consistent report tardiness may be cause for contract termination.

	<u>Sales Months</u>	<u>Quarterly Report Due:</u>
1 st Quarter	January, February, March	Due 15 th of April
2 nd Quarter	April, May, June	Due 15 th of July
3 rd Quarter	July, August, September	Due 15 th of October
4 th Quarter	October, November, December	Due 15 th of January

B. **SURCHARGE ADJUSTMENT**: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor's quarterly reports for the previous calendar year quarter. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: **Treasurer of Virginia.**

Checks are to be mailed to:

Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

SCA FEES DUE:

1 st Quarter (sales reports Jan, Feb, March)	Due 30 th of April
2 nd Quarter (sales reports Apr, May, June)	Due 30 th of July
3 rd Quarter (sales reports July, Aug, Sept)	Due 30 th of October
4 th Quarter (sales reports Oct, Nov, Dec)	Due 30 th of January

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.