

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD

- 1. DATESeptember 26, 2006
- 2. COMMODITY NAME AND NUMBER Pen/Pencil Parts, Pens & Markers / 62081
- 3. CONTRACT NUMBER 6208100-70
- 4. CONTRACT PERIODSeptember 26, 2006 through September 30, 2009
- 5. SUPERSEDES N/A
- 6. AUTHORIZED USERSVirginia Industries f/t Blind
- 7. CONTRACTOR(S) FEIN NUMBERSee Attached
- 8. CONTRACTORSee Attached
- 9. CONTRACTOR(S) PHONE NUMBERSee Attached
- 10. TERMS Net 30 Days
- 11. DELIVERY 7 Working Days ARO
- 12. F.O.B. Agency
- 13. MINIMUM ORDER..... \$100.00
- 14. FOR FURTHER CONTRACT INFORMATION CONTACT: Chris A. Nichols
Phone: (804) 786-3849
Fax: (804) 786-0223
- 15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
- 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: _____
Chris A. Nichols
Statewide Commodity Contract Officer

INSTRUCTIONS

1. Purchase orders: To the maximum extent possible, purchase orders shall be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
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.
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. Preprinted 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 (786-8873).
5. Renewals. Two (2), one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
6. Price Adjustments. During the current term of the contract, price escalation may be allowed every 180 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. FOB DESTINATION: All items shall be F.O.B. delivered to any point within the Commonwealth of Virginia as directed by any ordering department, institution or agency. Prices shall include all freight and delivery charges. No extra charges developed.
8. It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , 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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

9. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
 - a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
10. PURCHASE VOLUME REPORT: The contractor shall furnish the Commonwealth annual volume reports, on the anniversary of this contract, of the sales made under this contract. The report shall show the total of all sales made and include a listing for all of the individual items sold under this contract. References shall be made to contract line items. The report shall list each of the preceding requirements broken into purchases made by the Agencies of the Commonwealth and those made by the other public bodies of the Commonwealth including counties, cities, towns, etc. The name of the person responsible for this report shall be given to the contract officer upon award of a contract.
11. WARRANTY: All items/components will be provided with a written warranty against defects in materials and workmanship from the supplier or manufacturer for a minimum period of one year.
12. PACKAGING: Items shall be individually wrapped or packaged in other suitable containers. Items shall be packed into adequate shipping boxes that will properly protect each item from damage when shipped by common carrier motor truck.

13. VERIFICATION: The Commonwealth reserves the right to verify all items and to reject any shipment which exceeds a failure rate greater than 10% of the total number of items in that shipment. All such rejected shipments are subject to the replacement provisions of the DEFECTIVE MATERIALS clause.
14. DEFECTIVE MATERIAL: Contractors shall provide replacement delivery service for defective material anywhere within the Commonwealth of Virginia within 72 hours (24 hours for emergency orders) of verbal or written notice. All such replacement shipments will be limited to the actual number of defective materials received. All necessary shipping and other associated costs shall be born by the Contractor. Failure to replace such defective materials within the specified timeframes with correct material may be cause for the Commonwealth to declare the Contractor in default per Paragraph 7.14 of the Commonwealth of Virginia Vendor's Manual.
15. SPECIAL, EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special 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.
16. ACCEPTABLE PRODUCTS: Only those products listed on the contract price sheets are acceptable

Ship to: Virginia Industries for the Blind – Richmond
1535 High Street
Richmond, VA 23220

Bill To: Virginia Industries for the Blind - Charlottesville
1102 Monticello Road
Charlottesville, VA 22902

VENDOR ORDER ADDRESS LISTINGS

<u>VENDOR</u>	<u>FIN</u>	<u>NAME/ADDRESS</u>	<u>TELEPHONE(S)</u>
Pyramid School Products MA E194-388-1	590932660	Pyramid School Products 6510 North 54 th Street Tampa, Florida 33610-1908 bids@pyramidsp.com	813- 621-6446 Phone 800- 792-2644 Toll Free 813- 621-7688 Fax
AFP Industries, Inc. MA E194-389-1	650131696	AFP Industries, Inc. P.O. Box 43-0747 South Miami, FL 33243-0747 AFPIND@aol.com	800-962-4041 Phone 305-665-1800 Fax
Staples National MA E194-390-1	043390816	Staples National Advantage 45 Cedar Lane Englewood, NJ 07631 Email: Brian.Aylward@Staples.com	201-488-2900 Phone Ext. 3503 877- 365-5264 Toll Free 877-337-8531 Fax
San Antonio Lighthouse f/t Blind	741339051	San Antonio Lighthouse 2305 Roosevelt Ave San Antonio, TX 78210	210-533-5195 Phone 210-533-4230 Fax

Contract # 6208100-70 chg 3 in RED		September 26, 2006 through September 30, 2009					
Pens, Markers and Pen/Pencil Parts							
VENDOR	SECTION I			Unit of Measure	Unit Price		
	Item #	Sanford Pocket Accent	Part No.				
AFP Industries	10010	Sanford (pink)	#27009	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10020	Sanford (Turquoise)	#27010	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10030	Sanford (Fluorescent Yellow)	#27025	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10040	Sanford (Fluorescent Green)	#27026	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10050	Sanford (Fluorescent Orange)	#27006	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10060	Sanford (Pink)	#27009	Case 144	49.20		
AFP Industries	10070	Sanford (Turquoise)	#27010	Case 144	49.20		
AFP Industries	10080	Sanford (Fluorescent yellow)	#27025	Case 144	49.20		
AFP Industries	10090	Sanford (Fluorescent green)	#27026	Case 144	49.20		
AFP Industries	10100	Sanford (Fluorescent orange)	#27006	Case 144	49.20		
Sharpie Fine Point Permanent Markers by Sanford							
AFP Industries	10110	Sanford (Blue)	#30003	Doz	5.67	order in multiples of 24 doz.	
AFP Industries	10120	Sanford (Black)	#30001	Doz	5.67	order in multiples of 24 doz.	
AFP Industries	10130	Sanford (Red)	#30002	Doz	5.67	order in multiples of 24 doz.	
AFP Industries	10140	Sanford (Green)	#30004	Doz	5.67	order in multiples of 24 doz.	
Sharpie Extra Fine point Permanent Markers by Sanford							
AFP Industries	10150	Sanford (Blue)	#35003	Doz	5.90	order in multiples of 24 doz.	
AFP Industries	10160	Sanford (Black)	#35001	Doz	5.90	order in multiples of 24 doz.	
AFP Industries	10170	Sanford (Red)	#35002	Doz	5.90	order in multiples of 24 doz.	
AFP Industries	10180	Sanford (Green)	#35004	Doz	5.90	order in multiples of 24 doz.	
Pyramid School Pro	10190	Sanford (Blue)	#35003	Case 144	70.80		
Pyramid School Pro	10200	Sanford (Black)	#35001	Case 144	70.80		
Pyramid School Pro	10210	Sanford (Red)	#35002	Case 144	70.80		
Pyramid School Pro	10220	Sanford (Green)	#35004	Case 144	70.80		
Sharpie Major Accent Chisel Tip, Fluorscent							
AFP Industries	10230	Sanford (Yellow)	#25025	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10240	Sanford (Turquoise)	#25010	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10250	Sanford (Pink)	#25009	Doz	4.10	order in multiples of 12 doz.	
AFP Industries	10260	Sanford (Yellow)	#25025	Case 144	49.20		
AFP Industries	10270	Sanford (Turquoise)	#25010	Case 144	49.20		
AFP Industries	10280	Sanford (Pink)	#25009	Case 144	49.20		
Retractable Ball Point Pen 0.7 mm fine point Black Ink							
Stainless steel barrel with rubber grip							
Staples National	10290	Zebra Ultra 20010 Product	F301	Doz	15.84		
Gel Retractable Pen, Acid-free, Archival quality, Water-based pigment gel ink							
0.7mm medium point, soft rubber grip							
Staples National	10300	Zebra Sarasa (Black)	#46810	Doz	7.93		
Staples National	10310	Zebra Sarasa (Blue)	#46820	Doz	7.93		
Staples National	10320	Zebra Sarasa (Red)	#46830	Doz	7.93		
Staples National	10330	Zebra Sarasa (Navy)	#46910	Doz	7.93		
Staples National	10340	Zebra Sarasa (Colbalt)	#46920	Doz	7.93		
Staples National	10350	Zebra Sarasa (Mahogany)	#46930	Doz	7.93		
Staples National	10360	Zebra Sarasa (Forest)	#46940	Doz	7.93		
Staples National	10370	Zebra Sarasa (Light Green)	#46810	Doz	7.93		
Staples National	10380	Zebra Sarasa (Orange)	#46850	Doz	7.93		
Staples National	10390	Zebra Sarasa (Fushsia)	#46870	Doz	7.93		

		Low Odor Dry Erase Expo2 by Sanford chisel tip				
AFP Industries	10410	Expo2 (Black)	#80001	Case 144	86.64	
AFP Industries	10420	Expo2 (Red)	#80002	Case 144	86.64	
AFP Industries	10430	Expo2 (Blue)	#80003	Case 144	86.64	
AFP Industries	10440	Expo2 (Green)	#80004	Case 144	86.64	
		Ink Cartridge Refills for Zebra F301 and F301 ultra				
Staples National	10450	Zebra (Black)	#85510	Doz	6.44	
Staples National	10460	Zebra (Blue)	#85520	Doz	6.44	
		0.5mm Zebra Ultra Mechanical Pencil soft rubber grip, stainless steel barrel with soft rubber grip				
Staples National	10470	Zebra M301	#50010	Doz	15.31	
		0.7mm Zebra Mechanical Pencil soft rubber grip, Black barrel with soft rubber grip Tapli				2.9
Staples National	10480	Zebra (Black)	#54210	Doz	15.31	
		0.5mm Zebra Mechanical Pencil soft rubber grip,				
Staples National	10490	Zebra (Black)	#51010	Doz	2.83	
		Erasers packed 5 per package for Zebra M301 Ultra Mechanical Pencil				
Staples National	10510	Zebra	#ZPC83710	Each Pk	0.40	
		Erasers packed 5 per package for Tapli Mechanical Pencil				
Staples National	10520	Zebra	#ZPC83710	Each Pk	0.40	
		Zebra, Techno Twist Ball Point Pen, Retractable, three inks in one, black, blue, red soft rubber grip with 0.7mm fine point.				
Staples National	10530	Zebra	#36010	Doz	28.75	
		Erasable Colored Pencil, Red. Col-Erase by Sanford				
Pyramid School Pro	10540	Sanford	#20045	Doz	2.61	
		IDEK Products Clam Clip System Dispensers for stainless steel clips.				
San Antonio Lighthc	10720	Medium Desk Type	C4219	EA	8.97	
San Antonio Lighthc	10730	Medium Hand Held	C 4220	EA	1.68	
		IDEK Stainless Steel Clips				
San Antonio Lighthc	10740	Medium Box of 50 ea	M4317	Box	0.03	
		Skilcraft Free Ink Rollerball Pen Clear Cap.				
San Antonio Lighthc	10820	0.5mm Black		Doz	0.99	
San Antonio Lighthc	10830	0.5mm Blue		Doz	0.99	
San Antonio Lighthc	10840	0.7mm Black		Doz	0.99	
San Antonio Lighthc	10850	0.7mm Blue		Doz	0.99	
San Antonio Lighthc	10860	0.7mm Red		Doz	0.99	
		Sanford, Roller Ball, Matte Black barrel, with tungsten ball 0.2mm point and liquid ink				
AFP Industries	11020	Uni-ball Onyx (Black 0.2mm)	60040	Doz	2.90	order in multiples of 12 doz.

SECTION II					Unit of Measure	Unit Price	
Peel Off China Markers, shall mark on China, Glass and Plastic							
Staples National	15100	Dixon (Red)	00079		Doz	3.12	
Staples National	15110	Dixon 00080 (Blue)	00080		Doz	3.12	
Staples National	15120	Dixon 00077 (Black)	00077		Doz	3.30	
Staples National	15130	Dixon 00073 (Yellow)	00073		Doz	3.12	
HB Lead 0.7 mm packed in tubes of 12 pieces, Mechanical Pencil Pentel 50 HB							
Staples National	15140	Pentel 50 HB Lead 0.7mm			Tubes	0.37	
Chisel Tip Desk Marker, permanent ink, polypropylene plastic barrel, cap and plug acetate linear transorb, color coded to match ink by barrel color and/or plug and cap. Ink is non-toxic as approved by Art Materials institute, with fill from 3.9 to maximum 4.1 grams, Write out will be a minimum of 2000 feet.(Avery Dennison Carter)							
AFP Industries	15210	Avery Dennison Carter (Blue)	#27176-00		Doz	2.18	order in multiples of 12 dz.
AFP Industries	15220	Avery Dennison Carter (Green)	#27175-00		Doz	2.18	order in multiples of 12 dz.
AFP Industries	15230	Avery Dennison Carter (Red)	#27177-00		Doz	2.18	order in multiples of 12 dz.
AFP Industries	15240	Avery Dennison Carter (Black)	#27178-00		Doz	2.18	order in multiples of 12 dz.
Laundry marker, permanent ink, fine point, polypropylene plastic barrel, cap with clip and plug, polyester. Color coded to match ink by barrel color and or plug and cap. Ink will be non-toxic Sanford							
Staples National	15250	Laundry Marker (Black)	#31101		Doz	6.50	
Marker, Felt, CR Porous Tip, fine point non-refillable, disposable, write out to be at least 2500 linear feet. Conforming to Federal Specs. GG-M-001130							
AFP Industries	15260	LiduiMark Note Writer (Blue)	11203		Doz	1.59	order in multiples of 36 dz.
AFP Industries	15270	LiduiMark Note Writer (Black)	11201		Doz	1.59	order in multiples of 36 dz.
AFP Industries	15280	LiduiMark Note Writer (Red)	11207		Doz	1.59	order in multiples of 36 dz.
AFP Industries	15290	LiduiMark Note Writer (Green)	11204		Doz	1.59	order in multiples of 36 dz.
Wood lead Pencils, polished, yellow finish, rounded hexagonal barrel, 7 1/2" long, soft pink eraser, bonded # 2 lead							
Staples National	15300	Dixon Oriole # 12862			Doz	0.42	
Whiteboard cleaner-8oz spray bottle, non-toxic and nonflammable fluid							
Staples National	15310	Correct Solutions - Unlabeled	8oz		Each	1.29	
Whiteboard Dry Erase Eraser- Constructed of latex foam heat-sealed adhesive attached plush felt pad. Washable with soap and water, includes plastic shell which is removed for washing.							
Staples National	15320	Correct Solutions -Unlabeled			Each	1.19	
Correction Pen-Roller ball applicator contains 8ml of white correction fluid, Drying time to the touch of 15-20 seconds							
Staples National	15330	Correct Solutions -Unlabeled			Each	1.07	