

PLEASE NOTE THAT
SUNSCREEN,
PERSONAL BUG REPELLENT (OFF!)
AND K-9 FLEA AND TICK COLLARS
HAVE BEEN ADDED TO THIS CONTRACT.

COMMONWEALTH OF VIRGINIA
Department of General Services
Division of Purchases & Supply
P.O. BOX 1199
RICHMOND, VA 23218-1199

PURCHASING AGREEMENT

1. DATEOctober 14, 2009
2. COMMODITY Personal Care Products (Toiletries)
3. AGREEMENT NUMBER 65242-01-10PA
4. AGREEMENT PERIODOctober 15, 2009 through October 14, 2010
5. SUPERSEDES 4756701-08PA
6. AUTHORIZED USERS State Agencies & other Public Bodies
7. CONTRACTOR INFORMATION See Attached
8. TERMS See Attached
9. DELIVERY See Attached
10. F.O.B. Delivered
11. MINIMUM ORDER..... See Attached
12. VIEW/PRINT THIS AGREEMENT AND ANY CHANGES AT: www.eva.state.va.us
13. FOR INFORMATION CONTACT:..... Lucinda Garwood
Telephone: (804) 786-5412
Fax: (804) 786-0223
E-mail: lucinda.garwood@dgs.virginia.gov

Notice to all State Agencies and Public Bodies: This Purchase Agreement is optional use and is limited to a maximum of \$5,000.00 (after discount and including freight) per order. This purchasing agreement was established on non-competitive, voluntary basis with a variety of personal care products (toiletries) vendors.

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.



Lucinda A. Garwood
Statewide Commodity Contract Officer

PARTICIPATING SUPPLIERS

ADVANCED EDUCATIONAL PRODUCTS, INC.

VILLAGE DISTRIBUTORS

**ADVANCED EDUCATIONAL PRODUCTS
2495 MAIN STREET
SUITE 230
BUFFALO, NEW YORK 14214**

eVA IDENTIFICATION NUMBER

C3312

DISCOUNT

Orders over \$2,000.00 get a 5% Discount. No Prompt Payment Discount .

NO FREIGHT CHARGE FOR ORDERS OF \$800.00 OR MORE

MASTER CARD ORDERS ACCEPTED

DELIVERY

4-15 Days ARO

F.O.B. Delivered.

For Orders less than the \$800.00 minimum,
F.O.B Delivered Prepaid and Added.

PAYMENT TERMS

Net 30 Days

ORDER PLACEMENT

Dan Parsnick

Phone: 1-800-311-1522 or 716-446-0739

Fax: 1-716-446-5642

PURCHASING AGREEMENT CONTACT

Dan Parsnick

Phone: 1-800-311-1522

E-Mail: dparsnick@aepbooks.com

WEBSITE ADDRESS

www.aepbrooks.com

VILLAGE DISTRIBUTORS
100 Syracuse Court
P.O. Box 2069
Lakewood, New Jersey 08701-2069

eVA IDENTIFICATION NUMBER

C3155

CATEGORY

All personal care products.

DELIVERY

3 Days ARO

NO FREIGHT CHARGE FOR ORDERS OF \$150.00 OR MORE

DISCOUNT 10% OFF LIST/OR SPECIAL ORDERS

PAYMENT TERMS

Net 30 Days

CHARGE CARDS

VISA and MasterCard

CONTACT

Name: John Emanuel, Jr.
Phone: (732) 364-2300, Ext. 101
Fax: (732) 364-2499
E-Mail: jemanuel@villagedistributors.com

AGREEMENT USE INSTRUCTIONS

1. This Purchase Agreement, hereinafter referred to as "Agreement" was established on a voluntary basis with the vendors identified herein. Reference the *Commonwealth of Virginia Personal Care Products (Toiletries) Purchasing Agreement No. 65242-01-08PA* signed by

the vendor and the Commonwealth.

This **optional use** Agreement is **limited to a maximum of \$5,000.00 (after discount and including any freight charges) per order.**

2. Unless otherwise instructed by the Division of Purchases and Supply, all Departments, Institutions, Agencies and other Public Bodies of the Commonwealth of Virginia may order equipment and supplies that do not exceed \$5,000.00 per order.
3. Requirements up to \$5,000.00: Purchaser may choose to order from any vendor identified in the attached agreement. Each vendor agreement should be **carefully reviewed** and Purchaser should contact the vendor for additional information prior to placing order. Products, discounts, installation, warranties, etc., may differ for each vendor. Prices are F.O.B. Delivered; however vendors will be permitted to add transportation costs if any minimum order requirements are shown and not met. Payment terms are Net 30, unless otherwise shown. It will be the decision of the Purchaser to determine which vendor is the most advantageous overall.
4. Requirements between \$5,000.00 and \$50,000.00: Quotes must be solicited and documented by State Agencies and Institutions in accordance with the Agency Procurement and Surplus Property Manual, Chapter 5, Small Purchases. Other Public Bodies should follow their policies for purchases under \$50,000.00.
5. Requirements over \$50,000.00: State Agencies and Institutions are required to submit requisitions to DGS/DPS when over \$50,000.00 or their delegated authority, whichever is greater.
6. Standing orders between \$5,000.00 and \$50,000.00 in aggregate value must be competitively established using the instruction identified in item #4.
7. Order splitting is prohibited as stipulated in the Agency Procurement and Surplus Property Manual, section 4.11. The placement of multiple orders within other than a reasonable time period to one or more vendors for the same, like, or related goods or services is prohibited. This is a standard review area when procurement reviews are conducted by DGS/DPS.
8. Purchasers should view on-line catalogs of listed vendors on the eVA web site, and/or contact listed vendors and request catalogs and/or price books.
9. Any complaint as to quality, faulty or delinquent delivery, etc., shall be reported to the Division of Purchases and Supply for handling with the Vendor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the Vendor and this office of complaints, are available from the Division of Purchases and Supply web site at www.eva.state.va.us.

10. The purchase agreement number and vendor federal employer identification number (FIN) must be shown on all orders. The purchase order number shall be shown by the Vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
11. Excise tax exemption registration No. 54-73-0076K may be used when required.
12. **WARRANTY (COMMERCIAL)/WARRANTY MINIMUM:** The contractor agrees that the goods or services furnished under this agreement shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this agreement. At a minimum, all equipment shall be warranted against defective parts, excluding vandalism, for one year from date of delivery. All parts proving defective within the first year shall be replaced without charge by the Contractor. Transportation and labor for installation of replacement parts for the first 90 days shall be the responsibility of the Contractor.
13. Renewals. three (3), 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.
14. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: Contractors are encouraged to extend any special educational or promotional sale prices or discounts to the Commonwealth during the term of the agreement.
15. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order. a. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Woman-owned Businesses: 1%, Capped at \$500 per order. (ii) DMBE-certified Minority-owned Businesses: 1%, Capped at \$500 per order. (iii) Other Businesses not specified in (i) or (ii) above: 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@dqs.virginia.gov.
16. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional**. Information on the various levels for the GE MasterCard is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount