

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

**NOTICE OF CONTRACT - EXTENTION**

- 1. DATE .....November 15, 2010
- 2. COMMODITY NAME AND NUMBER.....Pen/Pencil Parts, Pens & Markers / 62081
- 3. CONTRACT NUMBER.....E194-1008, 1010, 1011, 1012 (see Page 5)
- 4. CONTRACT PERIOD .....December 1, 2010 through February 29, 2012
- 5. SUPERSEDES .....62081-00-10
- 6. AUTHORIZED USERS ..... Virginia Industries f/t Blind
- 7. CONTRACTOR(S) FEIN NUMBER..... See Attached
- 8. CONTRACTOR ..... See Attached
- 9. CONTRACTOR(S) PHONE NUMBER ..... See Attached
- 10. TERMS ..... Net 30 Days
- 11. DELIVERY ..... 7 Working Days ARO
- 12. F.O.B. ....Agency
- 13. MINIMUM ORDER.....\$100.00 (except as noted on page 5)
- 14. FOR FURTHER CONTRACT INFORMATION CONTACT: Kim Hatala  
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](http://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: Original Signature on File  
Kim Hatala  
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. No Renewals Remain.
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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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](http://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>
<b>Contract #: E194-1008</b>			
<b>Pyramid School Products</b>	590932660	Pyramid School Products 6510 North 54 <sup>th</sup> Street Tampa, Florida 33610-1908 bids@pyramidsp.com	Ph: 813- 621-6446 Toll Free: 800- 792-2644 Fax: 813- 621-7688 Fax
<b>Contract #: E194-1010</b>			
<b>AFP Industries, Inc.</b>	650131696	AFP Industries, Inc. P.O. Box 43-0747 South Miami, FL 33243-0747 AFPIND@aol.com	Ph: 800-962-4041 Fax: 305-665-1800
		<u>Minimum Order for AFP Sanford only Items: = \$ 1100.00</u> <u>Minimum Order for AFP Avery only Items: = \$ 1650.00</u> (All other AFP Items, \$100.00 minimum order applies)	
<b>Contract #: E194-1011</b>			
<b>Staples National</b>	043390816	Staples National Advantage 45 Cedar Lane Englewood, NJ 07631 Email: Brian.Aylward@Staples.com	Ph: 800-999-9077 x4385 Ph: 201-488-2900 x3503 Toll Free: 877- 365-5264 Fax: 877-337-8531
<b>Contract #: E194-1012</b>			
<b>San Antonio Lighthouse f/t Blind</b>	741339051	San Antonio Lighthouse 2305 Roosevelt Ave San Antonio, TX 78210	Ph: 210-533-5195 Fax: 210-533-4230

**Pens, Markers and Pen/Pencil Parts**

Contract Renewal Effective: 12-1-2010 to 2-29-2012 (Changes noted in Red)

Vendor	Contract #	Line Item #	Description	Part No.	Unit of Measure	Unit Price
<b>SECTION I</b>						
<b>Sanford Pocket Accent</b>						
<i>(Line Items #'s 10010 to 10050: * Order in multiples of 12 doz.)</i>						
AFP Industries	E194-1010	10010	Sanford (pink) *	#27009	Doz	\$ 4.39
AFP Industries		10020	Sanford (Turquoise) *	#27010	Doz	\$ 4.39
AFP Industries		10030	Sanford (Fluorescent Yellow) *	#27025	Doz	\$ 4.39
AFP Industries		10040	Sanford (Fluorescent Green) *	#27026	Doz	\$ 4.39
AFP Industries		10050	Sanford (Fluorescent Orange) *	#27006	Doz	\$ 4.39
AFP Industries		10060	Sanford (Pink)	#27009	Case 144	\$ 52.68
AFP Industries		10070	Sanford (Turquoise)	#27010	Case 144	\$ 52.68
AFP Industries		10080	Sanford (Fluorescent yellow)	#27025	Case 144	\$ 52.68
AFP Industries		10090	Sanford (Fluorescent green)	#27026	Case 144	\$ 52.68
AFP Industries		10100	Sanford (Fluorescent orange)	#27006	Case 144	\$ 52.68
<b>Sharpie Fine Point Permanent Markers by Sanford</b>						
<i>(Order in multiples of 24 doz.)</i>						
AFP Industries	E194-1010	10110	Sanford (Blue)	#30003	Doz	\$ 5.90
AFP Industries		10120	Sanford (Black)	#30001	Doz	\$ 5.90
AFP Industries		10130	Sanford (Red)	#30002	Doz	\$ 5.90
AFP Industries		10140	Sanford (Green)	#30004	Doz	\$ 5.90
<b>Sharpie Extra Fine point Permanent Markers by Sanford</b>						
<i>(Line Items #'s 10150 to 10180: * Order in multiples of 24 doz.)</i>						
AFP Industries	E194-1010	10150	Sanford (Blue) *	#35003	Doz	\$ 6.14
AFP Industries		10160	Sanford (Black) *	#35001	Doz	\$ 6.14
AFP Industries		10170	Sanford (Red) *	#35002	Doz	\$ 6.14
AFP Industries		10180	Sanford (Green) *	#35004	Doz	\$ 6.14
Pyramid School Products	E194-1008	10190	Sanford (Blue)	#35003	Case 144	\$ 70.80
Pyramid School Products		10200	Sanford (Black)	#35001	Case 144	\$ 70.80
Pyramid School Products		10210	Sanford (Red)	#35002	Case 144	\$ 70.80
Pyramid School Products		10220	Sanford (Green)	#35004	Case 144	\$ 70.80

Vendor	Contract #	Line Item #	Description	Part No.	Unit of Measure	Unit Price
<b>Sharpie Major Accent Chisel Tip, Fluorescent .</b> <i>(Line Items #'s 10230 to 10250: * Order in multiplies of 12 doz.)</i>						
AFP Industries	E194-1010	10230	Sanford (Yellow) *	#25025	Doz	\$ 4.39
AFP Industries		10240	Sanford (Turquoise) *	#25010	Doz	\$ 4.39
AFP Industries		10250	Sanford (Pink) *	#25009	Doz	\$ 4.39
AFP Industries		10260	Sanford (Yellow)	#25025	Case 144	\$ 52.68
AFP Industries		10270	Sanford (Turquoise)	#25010	Case 144	\$ 52.68
AFP Industries		10280	Sanford (Pink)	#25009	Case 144	\$ 52.68
<b>Retractable Ball Point Pen 0.7 mm fine point Black Ink</b> <b>Stainless steel barrel with rubber grip</b>						
Staples National	E194-1011	10290	Zebra Ultra 20010 Product	F301	Doz	\$ 16.44
<b>Gel Retractable Pen, Acid-free, Archival quality, Water-based pigment gel ink</b> <b>0.7mm medium point, soft rubber grip</b>						
Staples National	E194-1011	10300	Zebra Sarasa (Black)	#46810	Doz	\$ 8.28
Staples National		10310	Zebra Sarasa (Blue)	#46820	Doz	\$ 8.28
Staples National		10320	Zebra Sarasa (Red)	#46830	Doz	\$ 8.28
Staples National		10330	Zebra Sarasa (Navy)	#46910	Doz	\$ 8.28
Staples National		10340	Zebra Sarasa (Colbalt)	#46920	Doz	\$ 8.28
Staples National		10350	Zebra Sarasa (Mahogany)	#46930	Doz	\$ 8.28
Staples National		10360	Zebra Sarasa (Forest)	#46940	Doz	\$ 8.28
Staples National		10370	Zebra Sarasa (Light Green)	#46810	Doz	\$ 8.28
Staples National		10380	Zebra Sarasa (Orange)	#46850	Doz	\$ 8.28
Staples National		10390	Zebra Sarasa (Fuchsia)	#46870	Doz	\$ 8.28
<b>Low Odor Dry Erase Expo2 by Sanford chisel tip</b>						
AFP Industries	E194-1010	10410	Expo2 (Black)	#80001	Case 144	\$ 92.70
AFP Industries		10420	Expo2 (Red)	#80002	Case 144	\$ 92.70
AFP Industries		10430	Expo2 (Blue)	#80003	Case 144	\$ 92.70
AFP Industries		10440	Expo2 (Green)	#80004	Case 144	\$ 92.70
<b>Ink Cartridge Refills for Zebra F301 and F301 ultra</b>						
Staples National	E194-1011	10450	Zebra (Black)	#85510	Doz	\$ 6.72
Staples National		10460	Zebra (Blue)	#85520	Doz	\$ 6.72

Vendor	Contract #	Line Item #	Description	Part No.	Unit of Measure	Unit Price	
<b>0.5mm Zebra Ultra Mechanical Pencil soft rubber grip, stainless steel barrel with soft rubber grip.</b>							
Staples National	E194-1011	10470	Zebra M301	#50010	Doz	\$	15.31
<b>0.7mm Zebra Mechanical Pencil soft rubber grip, Black barrel with soft rubber grip Tapli</b>							
Staples National	E194-1011	10480	Zebra (Black)	#54210	Doz	\$	15.31
<b>0.5mm Zebra Mechanical Pencil soft rubber grip,</b>							
Staples National	E194-1011	10490	Zebra (Black)	#51010	Doz	\$	2.83
<b>Erasers packed 5 per package for Zebra M301 Ultra Mechanical Pencil</b>							
Staples National	E194-1011	10510	Zebra	#ZPC83710	Each Pk	\$	0.40
<b>Erasers packed 5 per package for Tapli Mechanical Pencil</b>							
Staples National	E194-1011	10520	Zebra	#ZPC83710	Each Pk	\$	0.40
<b>Zebra, Techno Twist Ball Point Pen, Retractable, three inks in one, black, blue, red. soft rubber grip with 0.7mm fine point.</b>							
Staples National	E194-1011	10530	Zebra	#36010	Doz	\$	28.75
<b>Erasable Colored Pencil, Red. Col-Erase by Sanford</b>							
						<b>Price through December 31, 2011</b>	<b>Price increase effective Jan. 1, 2012</b>
Pyramid School Products	E194-1008	10540	Sanford	#20045	Doz	\$ 4.03	\$ 4.39
<b>IDEK Products Clam Clip System Dispensers for stainless steel clips.</b>							
San Antonio Lighthouse	E194-1012	10720	Medium Desk Type	C4219	EA	\$	8.97
San Antonio Lighthouse		10730	Medium Hand Held	C 4220	EA	\$	1.68
<b>IDEK Stainless Steel Clips</b>							
San Antonio Lighthouse	E194-1012	10740	Medium Box of 50 ea	M4317	Box	\$	0.03
<b>Skilcraft Free Ink Rollerball Pen Clear Cap.</b>							
San Antonio Lighthouse	E194-1012	10820	0.5mm Black		Doz	\$	0.99
San Antonio Lighthouse		10830	0.5mm Blue		Doz	\$	0.99
San Antonio Lighthouse		10840	0.7mm Black		Doz	\$	0.99
San Antonio Lighthouse		10850	0.7mm Blue		Doz	\$	0.99
San Antonio Lighthouse		10860	0.7mm Red		Doz	\$	0.99
<b>Sanford, Roller Ball, Matte Black barrel, with tungsten ball 0.2mm point and liquid ink. (Order in multiples of 12 dz.)</b>							
AFP Industries	E194-1010	11020	Uni-ball Onyx (Black 0.2mm)	60040	Doz	\$	3.13

Vendor	Contract #	Line Item #	Description	Part No.	Unit of Measure	Unit Price	NOTES
<b>SECTION II</b>							
<b>Peel Off China Markers, shall mark on China, Glass and Plastic</b>							
Staples National	E194-1011	15100	Dixon (Red)	00079	Doz	\$ 3.64	
Staples National		15110	Dixon 00080 (Blue)	00080	Doz	\$ 3.64	
Staples National		15120	Dixon 00077 (Black)	00077	Doz	\$ 3.64	
Staples National		15130	Dixon 00073 (Yellow)	00073	Doz	\$ 3.64	
<b>HB Lead 0.7 mm packed in tubes of 12 pieces, Mechanical Pencil Pentel 50 HB</b>							
Staples National	E194-1011	15140	Pentel 50 HB Lead 0.7mm		Tubes	\$ 0.38	
<b>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). (Order in Multiples of 12 dz)</b>							
AFP Industries	E194-1010	15210	Avery Dennison Carter (Blue)	#27176-00	Doz	\$ 2.40	
AFP Industries		15230	Avery Dennison Carter (Red)	#27177-00	Doz	\$ 2.40	
AFP Industries		15240	Avery Dennison Carter (Black)	#27178-00	Doz	\$ 2.40	
<b>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</b>							
Staples National	E194-1011	15250	Laundry Marker (Black)	#31101	Doz	\$ 6.76	
<b>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. Order in multiples of 36 dz</b>							
						<b>Price through December 31, 2010</b>	<b>Price increase effective Jan. 1, 2011</b>
AFP Industries	E194-1010	15260	LiduiMark Note Writer (Blue)	11203	Doz	\$ 1.72	\$ 1.89
AFP Industries		15270	LiduiMark Note Writer (Black)	11201	Doz	\$ 1.72	\$ 1.89
AFP Industries		15280	LiduiMark Note Writer (Red)	11207	Doz	\$ 1.72	\$ 1.89
AFP Industries		15290	LiduiMark Note Writer (Green)	11204	Doz	\$ 1.72	\$ 1.89
<b>Wood lead Pencils, polished, yellow finish, rounded hexagonal barrel, 7 1/2" long, soft pink eraser, bonded # 2 lead</b>							
Staples National	E194-1011	15300	Dixon Oriole # 12862		Doz	\$ 0.57	
<b>Whiteboard cleaner-8oz spray bottle, non-toxic and nonflammable fluid</b>							
Staples National	E194-1011	15310	Correct Solutions - Unlabeled	8oz	Each	\$ 1.34	

Vendor	Contract #	Line Item #	Description	Part No.	Unit of Measure	Unit Price
<b>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.</b>						
Staples National	E194-1011	15320	Correct Solutions -Unlabeled		Each	\$ 1.24
<b>Correction Pen-Roller ball applicator contains 8ml of white correction fluid, Drying time to the touch of 15-20 seconds</b>						
Staples National	E194-1011	15330	Correct Solutions -Unlabeled		Each	\$ 1.12