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

CONTRACT AWARD
OPTIONAL USE

1. DATE ..... **May 5, 2009**

2. COMMODITY NAME ..... **Air Conditioners; Plumbing; Motors & Accessories; Tools**

3. CONTRACT NUMBER **E194-1141-07-09VP**

4. CONTRACT PERIOD ..... **May 1, 2009 through April 30, 2011**

5. COMMODITIES **03100; 67000; 54549; 44500**

6. AUTHORIZED USERS ..... **State Agencies and Other Public Bodies**

7. CONTRACTORS' DUNS No. **804514602**

8. CONTRACTOR ..... **Configuration, Inc. (SM)**
See contact information

9. CONTRACTOR'S PHONE NUMBER ..... **See contact information**

10. TERMS ..... **SPCC or Net 30 Days**

11. DELIVERY ..... **See delivery information**

12. F.O.B. ..... **Delivered**

13. MINIMUM ORDER ..... **None**

14. FOR FURTHER CONTRACT INFORMATION CONTACT: **Chris A. Nichols, CPPB, VCO**
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. MRO Products: This contract is part of a competitive solicitation. The purpose of this optional use contract is to ensure that all agencies and public bodies of the COVA are afforded the opportunity to purchase quality products at excellent pricing. This is a non-mandatory contract and purchasing activities are under no obligation to purchase from this agreement.

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.

Chris A. Nichols .....
Statewide Contract Officer

INSTRUCTIONS

1. **Authorized Users:** Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions, agencies and other public bodies of the Commonwealth of Virginia, to include cities, counties, towns and political subdivisions, may order supplies under this agreement.

2. **Mandatory Sources and Contracts for State Agencies and Institutions :** Virginia Correctional Enterprises (VCE), Virginia Industries for the Blind (VIB), and Virginia Distribution Center (VDC) are mandatory sources for all State Agencies and Institutions. Before purchasing items from this contract State Agencies and Institutions must either verify that VCE, VIB, or VDC does not manufacture the items needed or must get a release from VCE, VIB, or VDC for items that VCE, VIB, VDC produces or stocks. State Agencies and Institutions are required to purchase from other mandatory contracts. State Agencies and Institutions may purchase from this contract when the anticipated dollar expenditure for an item is below the minimum order amount stated in the mandatory contracts. As an example, COV has a mandatory contract for "batteries" with the minimum order amount of $100.00 below $100.00 the State Agency or Institution could use this contract to purchase their requirement.

3. **Renewals**: The initial term of the contact is two (2) years. This contract contains three (3) successive one-year renewal periods, and at a reasonable time (approximately four to six months) prior to the expiration, the decision as to whether to renew will be made by the contract officer.

4. **Purchase orders**: Agencies, Institutions, and all other governmental bodies shall place all orders against the MRO optional use term contracts through 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. Exclusion for the use of eVA for orders under this contract is over-the-counter Small Purchase Charge Card, (SPCC) made at the point of sale and picked up by the individual card holder.

5. **Delivery Service**: This contract contains both market basket and catalog discount pricing. For specific delivery information, refer to the delivery info page. In the event the item is not in stock and the delivery timeframe cannot be met, the Contractor shall contact the ordering activity to ascertain whether or not a back order is acceptable or to void the order.

6. **Inspection/Approval**: Inspection on delivery and approval of Contractor's invoice is the responsibility of receiving State Agency, Institution, or Public Body. If found to be defective or if it fails in any way to meet the specifications of the contract, it may be rejected. The Contractor will replace all rejected material or shortages within ten (10) business days.

7. **Freight Policy:** All shipments are F.O.B. destination. Contractor(s) shall file and expedite all freight claims with the carrier.

8. **Special Service Charges**: Contractors will be permitted to add actual charges to the invoice for orders requiring special services, such as hazardous materials handling, emergency and rush delivery, only if these services and charges are identified to the Contract User prior to the placement of the order and only if the charges are agreed to by the using agency prior to acceptance of the order. Invoices shall indicate the name of the Contract User making the request.

9. **Correcting Errors** – There shall be no return fees for inaccuracies or other errors on the part of the Contractor. Rush Deliveries. Any rush delivery that occurs as a result of Contractor's error (e.g., stock-outs, etc.) shall be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders due to Contractor's error.

10. **Returns:** Any materials delivered in poor condition or in excess of the amount authorized by the

purchase order may, at the discretion of the Contract Users, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods. Contractor(s) shall not charge Contract Users for returns in the event that an incorrect item and/or quantity was shipped by the Contractor.

The Commonwealth of Virginia's General Terms and Conditions and this contract's Special Terms and Conditions take precedent over any return policy statements of the contractor in event of a conflict.

11. **Configuration Return Policy**: Call 1-800-645-7270 for a Return Authorization number (returns will not be accepted unless accompanied by this number)

- RA number must show on the shipping label. Returns must be in their original packaging and shipped back to their original Customer Fulfillment Center.
- Include a copy of your invoice or packing slip.
- Materials returned after 30 days from date of shipment will not be accepted.
- C.O.D. returns will not be accepted.
- Altered or etched items will not be accepted.
- Computer Software: Unopened software may be returned for credit. Opened software will be replaced only if defective.
- Repairs: Please call our Technical Service department at 1-800-645-7270 for the address and phone number of the authorized service center nearest you.
- Cut-to-Length Products: Because of the special nature of the products, we will be glad to cut products to length per your specifications. Cut-to-length products, however, are considered final sale and may not be returned for credit.

12. **Returns With A Restocking Fee:** None

13. **Warranties:** Goods or services furnished under this contract are covered by the most favorable commercial warranties the contractor gives any customer for such goods or services.

14. **Material Safety Data Sheets:** Material Safety Data Sheets and descriptive literature shall be provided as requested by the end user for each chemical and/or compound under the contract.

15. **Special Education 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.

16. **Mandatory Acceptance of Small Purchase Charge Card:** Contractor must accept payment by the Commonwealth's small purchase card, Bank of America VISA, (unless waived by DPS) within 90 days of contract award.

    Payment for orders issued against the contract(s) 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. Contractor's card account must be at Level 2, which is mandatory or Level 3 which is optional.

MRO Product Category – AWARDED AND INCLUDED IN PRICING SHEETS.

Air Conditioners; Plumbing; Motors and Accessories; Tools- Power and Hand

Rev. 2 - 10/1/2009

CONTACT AND DELIVERY INFORMATION

Zone	Street Address	Mailing Address	Phone Number	Inside Contact	After Hours Emergency Contact	Regional Representative
97	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
98	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
99	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
100	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
101	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
102	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
103	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
104	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
105	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith
106	3015 V Street, NE Washington, DC 20018	3015 V Street, NE Washington, DC 20018	800-285-6851			Lisa C. Smith

MARKET BASKET AND CATALOG DISCOUNTS

The files following this Contract Award Documents are the Commodity Market Baskets price lists. The lists provide individual line item pricing. The last page of the price list provides the Manufacturers' discounts or the Contractor's Catalog discount and the catalog from which the discount is given.

TO USE THESE PRICE SHEETS PROCEED AS FOLLOWS:

1) Identify the Commodity Category. Search the individually priced items for your requirement. The items that make up the market basket are based on the previous year's annual usage.

If you cannot find your needed item in the market basket --

2) Contact the contractor and determine the item's pricing using the stated catalog discounts (see last page of market basket pricing document).

TOPIC INDEX	**SECTION LOCATION**
Air Conditioners	See Category Price Document
Plumbing	See Category Price Document
Motors & Accessories	See Category Price Document
Tools- Power and Hand	See Category Price Document

Zone Information

County	Zone	County	Zone	County	Zone
Gloucester	97	Winchester	100	Alleghany	103
Isle of Wight	97	Arlington	100	Amherst	103
James City	97	Clarke	100	Lynchburg City	103
Mathews	97	Fairfax	100	Danville City	103
Middlesex	97	Fauquier	100	Buena Vista City	103
Southampton	97	Frederick	100	Appomattox	103
Surry	97	Loudoun	100	Albe	103
Williamsburg	97	Page	100	Bath	103
Newport News	97	Prince William	100	Bedford	103
Portsmouth	97	Rappahannock	100	Botetourt	103
Franklin City	97	Shenandoah	100	Campbell	103
Hampton	97	Warren	100	Pittsylvania	103
Poquoson	97	Falls Church	100	Bedford City	103
Norfolk	97	Alexandria	100	Rockbridge	103
Suffolk	97	Albemarle	101	Carroll	104
Chesapeake	97	Augusta	101	Craig	104
Virginia Beach	97	Fluvanna	101	Floyd	104
Sussex	97	Greene	101	Franklin	104
York	97	Highland	101	Salem City	104
Charles City	98	Louisa	101	Radford City	104
Chesterfield	98	Nelson	101	Martinsville City	104
Dinwiddie	98	Waynesboro	101	Roanoke City	104
Goochland	98	Rockingham	101	Giles	104
Hanover	98	Amelia	102	Henry	104
Henrico	98	Brunswick	102	Montgomery	104
King William	98	Buckingham	102	Patrick	104
New Kent	98	Buckingham	102	Pulaski	104
Powhatan	98	Charlotte	102	Roanoke	104
Prince George	98	Cumberland	102	Bland	105
Richmond	98	Greensville	102	Buchanan	105
Lynchburg	98	Halifax	102	Dickenson	105
Caroline	99	Lunenburg	102	Grayson	105
Culpeper	99	Mecklenburg	102	Lee	105
Essex	99	Nottoway	102	Russell	105
King and Queen	99	Rick	102	Scott	105
King George	99	Prince Edward	102	Smyth	105
Lancaster	99			Bristol City	105
Madison	99			Buch City	105
Northumberland	99			Norton City	105
Orange	99			Tazewell	105
Richmond County	99			Washington	105
Spotsylvania	99			Galax City	105
Stafford	99			Wise	105
Fredericksburg	99			Wythe	105
Westmoreland	99			Accomack	106
				Northampton	106