

MASTER AGREEMENT

RENEWAL - E194 - 83 - 08

(Previous Contract No. E194-83-2)

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Print Date: 8/18/2004 (Renewal 8/06/2007)

Procurement Folder: 142

Effective Begin Date: 9/1/2007

Document Name: Dispensers Drinking Water

Created On: 8/12/2004

Procurement Type: IFB

Expiration Date: 8/31/2008

Requester Name: Edwin M. Patterson

Phone: (804) 786-3897

Email: epatterson@dgs.state.va.us

Extended Description: Term Contract for
Drinking Water Dispensers

Contact Information

Edwin M. Patterson

Email: epatterson@dgs.state.va.us

Phone: (804) 786-3897

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Authorized Departments

Department: State Agencies and Other Public Bodies

Vendor

Legal Name: NOLAND COMPANY

Location Legal Name: NOLAND COMPANY

Vendor Contact Phone: 804-254-8100 x107

Vendor Fax: 804-254-8156

FIN Number: 540320170

Vendor Contact Name: Mary Martin

Address: 2510 Bellwood Road
Richmond, VA 23237

Vendor Contact Email: marymartin@noland.com

Vendor Type: Primary

Renewal Periods

Line Number: 2

Renewal Period Length: 1

Effective Date: 9/1/2007

Notification Days Prior to Expiration: 90

Renewal Period Unit: Years

Expiration Date: 8/31/2008

Line Number: 3

Renewal Period Length: 1

Effective Date: 9/1/2008

Notification Days Prior to Expiration: 90

Renewal Period Unit: Years

Expiration Date: 8/31/2009

Terms And Conditions

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: The Producers Price Index, table 6, commodity code 1148-0311 Drinking Water Dispensers. 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.

MINIMUM ORDERS: will be \$100 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100, 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. Destination 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.

WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of One-Year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the

Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

PURCHASE VOLUME REPORT: The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: The first report shall include purchases made in the first twelve months of the contract. In addition, for contracts exceeding one year, the Contractor shall furnish reports at the end of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract. All reports shall be delivered to the Division of Purchases and Supply or fax at 804-371-8936 no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of Ed Patterson contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract. The report shall include total dollar volume of purchases and the total number of each item ordered by State agencies, institutions and departments.

DELIVERY SERVICE: Delivery of all requested contract items shall be made within 21 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

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 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 Fee plus the appropriate 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. c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order. d.) 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.

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 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 Fee plus the appropriate 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. c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order. d.) 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. (iii) Other Businesses not specified in (i) or (ii) above: 1%, capped at \$1,500 per order.

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

SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

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. 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).

Commodity Information

Line: 1Line Type: **Item**Commodity: **22530**

Description: **Coolers, Electric (Including Parts)** Extended Description: **Drinking water dispenser, Hot & Cold, bubbler type, free standing, style A, class 1, Fourteen gal. size 14, min 13.5 gal/hr, draw off. Compressor HP 1/5, 115V60 Hz, single phase. OASIS MODEL PLF14FAH**

Unit: **each**Unit Price: **\$455.50**Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 2Line Type: **Item**Commodity: **22530**

Description: **Coolers, Electric (Including Parts)** Extended Description: **Drinking water dispenser, Hot & Cold, bubbler type, Wall mount, style B, class 1, Fourteen gal. size 14, min 13.5 gal/hr. draw off, Compressor HP 1/5, 115V60 Hz, single phase. OASIS MODEL PLF14MN**

Unit: **each**Unit Price: **\$442.25**Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 3Line Type: **Item**Commodity: **22530**

Description: **Coolers, Electric (Including Parts)** Extended Description: **Drinking water dispenser, bubbler type, Class 1, Wall mount, seven to eight gal, size 7, Wheel Chair level with min 7 gal/hr. draw off, Compressor HP 1/5, 115V60 Hz, single phase. OASIS MODEL P8AC**

\$288.89Unit Price: **\$288.89**Free On Board Name: **FOB Destination-Freight Prepaid**

Line: 4Line Type: **Item**Commodity: **22530**

Description: **Coolers, Electric (Including Parts)** Extended Description: **Glass filler for above dispenser, OASIS MODEL 029603-004**

Unit: **each**Unit Price: **\$35.00**Free On Board Name: **FOB Destination-Freight Prepaid**