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

NOTICE OF CONTRACT RENEWAL

Contract Number: E194-848

This contract number must be shown on all purchase orders placed against this contract.

Title: **MRO**

Description: **Air Conditioners; Plumbing; Motors**

Contractor: **B3 Enterprises, LLC**

eVA Vendor ID#: **E89563**

Additional Contractor information on Pages 4 & 5

Contract Begin Date**:** 5/01/2013

Contract Expiration Date**:** 4/30/2014

NIGP Code: Air Conditioners (03100); Plumbing (67000); Motors (54549)

Contract Officer: Kim Hatala
Phone: 804-786-3849
Email: Kim.Hatala@dgs.virginia.gov

Authorized Users: This contract is the result of a competitive bid program and is optional use all for agencies and other public bodies.

ATTENTION

Ordering Entities/Authorized Users: All purchases against this contract must document the contract number, exactly as shown above, in accordance with rules and regulations of the APSPM and the Term and Conditions of this contract. This number must be shown on all eVA Purchase Orders as well as any orders placed outside of eVA only as permitted by an exemption or exception. For eVA orders; this number must be correctly displayed on every line item in the **Contract Number field**. This field may not contain additional information or be left blank.

Contract Vendors: MRO Vendors must provide all quotes and fulfill all orders from any authorized user under the Contract and provide contract pricing; *unless the ordering entity* implicitly expresses and documents it as "non-contract" or under another allowable contract. The Vendor bears sole responsibility to obtain all documentation and clarifications from the authorized user. Failure for the authorized user to express or document this information does not relieve the vendor from the Contract. (Reference *Code of Virginia* 2.2-4367 and 18.2-498-3)

See Instructions #4 below for additional information.

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:** This contract contains no remaining renewal periods.

4. **Ordering Instructions**: 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. **Agencies, Institutions, and all other governmental bodies shall place all orders against the MRO optional use term contracts through eVA, unless exempted from DPS**. The correct Contract Number must be shown on and reported for all contract purchases. Exclusions for the use of eVA for orders under this contract may be the use of the over the counter, at the place of sale, Small Purchase Charge Card, (SPCC) not processed through eVA, however the Vendor must include these purchases in reporting and document the transaction in accordance with the Term and Condition #34: Mandatory Acceptance of Small Purchase Charge Card.

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 contracts Special Terms and Conditions take precedent over any return policy statements of the contractor in event of a conflict.

11. **Return Policy:** None Given

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. See the Contract Terms and Conditions for additional information.

Using Agencies must immediately notify the DPS Contract Officer in writing if any party is found out of compliance with this mandatory clause:

64. FINANCIAL WARRANTY: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that

spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

The following T&C was added with the renewal effective 5-1-2013;

62. CONTINUITY OF SERVICES:

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
   (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
   (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
   (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

AWARD ZONES, CONTACT AND DELIVERY INFORMATION

Zone	Street Address	Mailing Address	Phone Number	Inside Contact	After Hours Emergency Contact	Regional Representative
97	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
98	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
99	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
100	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
101	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
102	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
103	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
104	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
105	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				
106	100 MSC Drive	11799 Antietam Rd	703-963-5476	Burnie Peters	703-963-5476	Burnie Peters
	Jonestown, PA 17038	Woodbridge, VA 22192				

MARKET BASKET AND CATALOG DISCOUNTS

The files following this Contract Award Document 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.

THE PRICE SHEETS LIST BOTH INDIVIDUAL LINE ITEM PRICING AND OVERALL CATALOG DISCOUNT. TO USE THE PRICE SHEETS PROCEED AS FOLLOWS:

1) Market Basket: 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.

2) Discount of Catalog: If you cannot find your needed item in the market basket: Contact the contractor and determine the item's pricing using the stated catalog discounts.

TOPIC INDEX	SECTION LOCATION
Air Conditioners	See price document
Plumbing	See price document
Motors and Accessories	See price document

ZONE INFORMATION

After Receipt of Order (ARO) Delivery	
Delivery Zones	**Emergency/Rush 2 hour service**
Zone 97	No
Zone 98	No
Zone 99	No
Zone 100	No
Zone 101	No
Zone 102	No
Zone 103	No
Zone 104	No
Zone 105	No
Zone 106	No

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