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: E194-849-VP

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

Title: MRO

Description: Air Conditioners; Plumbing; Motors; Tools-Hand & Power

Contractor:

MSC Industrial Supply

Contractor information on Page 4

Contract Officer: Kim Hatala

Phone: 804-786-3849

Email: Kim.Hatala@dgs.virginia.gov

Contract Begin Date: 5/01/2011

Contract Expiration Date: 4/30/2012

Payment Terms: Net 30 days. Contractor accepts the Commonwealth's BOA VISA Purchasing Card

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

NIGP Code: Air Conditioners (03100); Plumbing (67000); Motors & accessories (54549); Tools Hand & Power (44500)

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 two (2) 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. **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 Small Purchase Charge Card, (SPCC) not processed through eVA, however the Vendor must include these purchases in VaPP 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 incorrect item(s) and/or quantities were 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. **MSC Industrial Return Policy**: Except as otherwise provided, no material will be accepted for return after 30 days from date of shipment. To return merchandise, you must call MSC at 1-800-645-7270 for a Return Authorization number. For machinery returns or repairs, call MSC machinery service at 1-800-753-7995. No returns will be accepted without a Return Authorization number. Include with your return a copy of your invoice or packing slip. All merchandise must be returned in its original packaging and condition. Any claims for discrepancies in shipment must be made within 7 days of receipt of merchandise. C.O.D. returns will not be accepted. Shipping charges for returned items must be prepaid. No return of altered or etched items.

12. **Returns With A Restocking Fee**: A re-stocking charge may be applied.

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.

MRO Product Category - AWARDED AND INCLUDED IN PRICING SHEETS.

Air Conditioners
Plumbing
Motors & Accessories
Tools-Power & Hand

CONTACT AND DELIVERY INFORMATION

Zone	Street Address	Mailing Address	Phone Number	Inside Contact	After Hours Emergency Contact	Regional Representative
97	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-6457270	Marla Ferguson
98	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-6457270	Marla Ferguson
99	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-6457270	Marla Ferguson
100	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson
101	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson
102	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson
103	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson
104	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson
105	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson
106	100 MSC Drive Jonestown, PA 17038	100 MSC Drive Jonestown, PA 17038	804-714-2405	Cathy Coghill	1-800-645-7270	Marla Ferguson

After Receipt of Order (ARO) Delivery	
Delivery Zones	**Emergency/Rush 2 hour service**
Zone 97	N/A
Zone 98	N/A
Zone 99	N/A
Zone 100	N/A
Zone 101	N/A
Zone 102	N/A
Zone 103	N/A
Zone 104	N/A
Zone 105	N/A
Zone 106	N/A

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 & 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