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

NOTICE OF CONTRACT MODIFICATION

Contract Number: E194 -856-VP

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

Title: MRO

Description: Tools-Hand & Power; Fans & Accessories

Contractor:

Management Consulting, Inc (MANCON)

Contractor information on Page 4

Contract Officer: Christine Nichols

Phone: 804-786-3849

Email: Chris.Nichols@dgs.virginia.gov

Contract Begin Date: 5/01/2009

Contract Expiration Date: 4/30/2011

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: Fans & Accessories (03140); Tools-Hand & Power (44500)

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date
1	1	Years	5/1/2011	4/30/2012
2	1	Years	5/1/2012	4/30/2013
3	1	Years	5/1/2013	4/30/2014

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 incorrect item(s) and/or quantities were shipped by the Contractor.

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

11. **MANCON Restocking Fees for Returned Goods Policy for Items Ordered Incorrectly**:

    - Return requests must be approved, processed, and returned to our distribution center within 60 days of the original invoice
    - All returns will be subject to restocking fees
    - Customers may be subject to a 15% restocking fee after 60 days
    - All approved RMA's must include the RMA number and be in sellable condition as determined by MANCON and in original container or they will be returned to the customer and denied credit.
    - Freight is the customer's responsibility
    - Non-stocks, discontinued, and special order items will not be available for return
    - All unprocessed RMA requests will be cancelled on the 61st day from invoicing
    - All exception requests should be routed to MANCON Commercial Sales, utilizing the Points of Contact stated in the contract.

12. **Returns With A Restocking Fee**: See above.

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.

Fans & Accessories
Tools-Power & Hand

CONTACT AND DELIVERY INFORMATION

Zone	Street Address	Mailing Address	Phone Number	Inside Contact	After Hours Emergency Contact	Regional Representative
97	MANCON 1961 Diamond Springs Road Virginia Beach, VA 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
98	MANCON 1961 Diamond Springs Road Virginia Beach , VA 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
99	MANCON 1961 Diamond Springs Road Virginia Beach, Va. 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
100	MANCON 1961 Diamond Springs Road Virginia Beach, Va. 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
101	MANCON 1961 Diamond Springs Road Virginia Beach, Va. 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
102	MANCON 1961 Diamond Springs Road Virginia Beach, Va. 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
103	MANCON 1961 Diamond Springs Road Virginia Beach, Va. 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612
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106	MANCON 1961 Diamond Springs Road Virginia Beach, Va. 23455	Same as Street Address	757-460-0879 800-766-9079	Mike Peebles Teresa Carlo	Marcio Soza 757-284-4612 Jim Topping-757-513-1591	Marcio Soza 757-284-4612

Delivery Zones	Emergency/Rush 2 hour service
Zone 97	
Zone 98	
Zone 99	
Zone 100	
Zone 101	
Zone 102	
Zone 103	
Zone 104	
Zone 105	
Zone 106	

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
Fans and 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