

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

NOTICE OF CONTRACT RENEWAL

1. DATE..... 1 March 2009
2. COMMODITY NAMEEducational Brochures, Pamphlets and Products
3. CONTRACT NUMBER71510-01-09
4. CONTRACT PERIOD.....May 1, 2009 through April 30, 2010
5. SUPERSEDES..... 71510-01-07
6. AUTHORIZED USERS.....State Agencies, Community Service Boards, and Local Health Departments
7. CONTRACTORS' eVA NUMBERE19135
8. CONTRACTOR.....Channing L. Bete Co. Inc.
9. CONTRACTORS' PHONE NUMBER.....800-828-2827
10. TERMS..... Net 30 Days
11. DELIVERY..... See Page 2
12. F.O.B..... See Page 2
13. MINIMUM ORDER.....See Price List
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Lucinda Garwood, VCO
Phone: (804) 786-5412
Fax: (804) 786-0223
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE:
<http://dps.dgs.state.va.us/dps/>
16. NOTICE TO ALL STATE AGENCIES: This Contract is the result of a sole source negotiation for Channing Bete Co. Inc. copyrighted materials. This is a mandatory contract.
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.

By:



Statewide Contract Officer

VENDOR INFORMATION

eVA #	NAME/ADDRESS	TELEPHONE/FAX
E19135	CHANNING L. BETE, CO. INC. ONE COMMUNITY PLACE SOUTH DEERFIELD, MA 01373-200	800-628-7733 800-499-6464 FAX 800-828-2827

REGIONAL REP: SARALYN WASSERMAN 888-834-6635 ext.5

PURCHASE CARDS: AMEX, MASTERCARD, VISA

DELIVERY: For orders of \$3,000 or more, delivery shall be FOB destination, inside delivery (if requested) with freight and inside delivery prepaid and added to the invoice. For orders under \$3,000, freight is calculated at 9% of the order total (minimum \$9.95). Freight is added to the invoice, along with any fees resulting from inside delivery requirements. Delivery shall be 30 days after receipt of purchase order for stock items 30 days after contractor receives proof approval for any customized imprinted products.

INSTRUCTIONS

1. Orders: Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia may order items listed by ordering through eVA or by issuing their own purchase order form.

Written Purchase Orders Required by the Contractor. When required by the contractor, state agencies and public bodies will supply written purchase order forms for orders under \$5,000.

2. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
3. 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.
4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
5. 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).
6. Renewals: Four (4), one year renewals remain. The decision as to whether to Exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
7. Price Adjustments: During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately.

IMPORTANT! All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

8. Purpose: The intent and purpose of this contract is to provide a sole source contract with Channing L. Bete Company, Inc. to provide their copyrighted "Educational Brochures, Pamphlets, Publication and Products" to State Agencies, Community Service Boards, Local Health Departments, and other entities that may be named later in compliance with Paragraph 9 below. The majority of these publications are available in both English and Spanish. These brochures, pamphlets, and educational materials meet the demands of Virginia programs which target certain populations requiring specialized printed materials. The copyrighted materials created by

Channing L. Bete Company are thoroughly researched and kept current by their internal Publishing and Editorial Departments who routinely monitor over 100 web and print resources. Materials are created following the guidelines of:

- American Academy of Pediatrics
- American Cancer Society
- American College of Obstetricians and Gynecologists
- American Diabetes Association
- American Dietetic Association
- American Heart Association/American Stroke Association
- American Lung Association
- American Psychiatric Association
- Centers for Disease Control
- Centers for Medicare and Medicaid Services
- Consumer Product Safety Commission
- Department of Agriculture
- Department of Defense (including the individual branches of the military)
- Department of Education
- Department of Health & Human Services (pandemic flu guidelines)
- Environmental Protection Agency
- Food and Drug Administration
- The Joint Commission
- National Cancer Institute
- National Heart, Lung and Blood Institute
- National Highway Traffic Safety Administration
- Occupational Safety & Health Administration
- Office of the Surgeon General
- U.S. Preventive Services Task Force

9. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the contract shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.