

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 July 11, 2005 (updated with Change 01)
2. COMMODITY NAME Boots, Chukka
3. CONTRACT NUMBER.....8008601-50
4. CONTRACT PERIOD.....August 8, 2005 through August 7, 2006
5. SUPERSEDES.....8008601-40
6. AUTHORIZED USERS.....Dept. of State Police, State Agencies & Other Public Bodies
7. CONTRACTOR..... The Thomaston Corporation, 105 Charles St., Ste. 1F, New York, NY 10014
(212) 645-0573 Phone (212) 807-8142 FAX
Nicole Corey Email: thomco1@ix.netcom.com
CONTRACTORS' FEIN NUMBER..... 133831025
CONTRACTORS' DUNS NUMBER 884050535
8. TERMS..... Net 30
9. DELIVERY30 Calendar Days
10. F.O.B..... Destination
11. MINIMUM ORDER \$5,000.00
12. FOR FURTHER CONTRACT INFORMATION CONTACT: Matt Manion, VCO, C.P.M.
Phone: (804) 786-2397 Fax: (804) 786-5413 Email: matt.manion@dgs.virginia.gov
13. CONTRACT MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
14. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is optional for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
15. **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.



Matt Manion, VCO, C.P.M.
Statewide Commodity Contract Officer

INSTRUCTIONS

1. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as 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. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through eVA.

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.

Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than \$5,000.

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. Forms by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply website at www.eva.virginia.gov.
5. Renewals. Two (2), 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.
6. Price Adjustments. During the current term of the contract, price escalation may be allowed every 180 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.
7. **Delivery:** All stock sizes shall be delivered to the requesting agency within **30 calendar days** after receipt of the purchase order. The Contractor shall maintain an inventory of all stock items. Contractor shall deliver **non stock sizes within 90 calendar** days after receipt of purchase order.
8. **Minimum Orders:** Minimum orders will be \$5,000 for FOB destination to ordering agency within the Commonwealth of Virginia. For orders less than the minimum order, the Contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment or the agency may purchase such items off contract from other sources. Partial shipments of less than minimum order value which are made at the option of the contractor shall be FOB Destination with no transportation charges added. If at the agency's request shipments are made below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

9. **SPECIFICATION**

- A. All products shall be Bates style #53 black clarion hi-gloss, 3 eye, padded collar (welted), chukka boots.
- B. Upper: Hi-gloss Provair, standard.
- C. Upper Lining: Cambrelle®, two-ply fused nylon on foam
- D. Eyelets: #115 blind Nickel
- E. Box toe: Knilon Core® Thermo-plastic
- F. Counter: Thermo-plastic
- G. Insole: 5 Iron Texon®
- H. Shank: Fiberglass
- I. Welt: Goodyear storm welt
- J. Mid sole: 5 Iron Black Hi-tech
- K. Insole Insert: Covered polyurethane foam, orthotically designed with dual density heel and forepart pads.
- L. Welt Stitching: Nylon braided cotton
- M. Outsole: 211 Polyurethane Basket weave outsole
- N. Packaging: One pair boots per box
- O. Size:

Stock D – 6 ½ to 12 and 13 E – 7 to 12 and 13 3E – 7 to 12	Make up Sizes B – 3 to 12, 13, 14 C – 9 to 12, 13, 14 D – 3 to 6, 14, 15, 16 E – 3 to 6, 14, 15, 16 3E – 13, 14, 15
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PRICING:

ITEM NO.	DESCRIPTION	UNIT PRICE
00020	Chukka Boot, Black Clarino men’s hi-gloss, padded collar, welted, BATES Model #53 Mfg. & Model No.: BATES #53 Delivery time stock size: 30 days Delivery time non-stock: 120days	<u>\$60.55/PAIR</u>