

MASTER AGREEMENT

RENEWAL - E194 - 051904 - 3 Renewal

MA Number: E194 -
05190400000000000024 (old number)

Document Name: JW156:4-13

Print Date: April 2, 2007

Procurement Folder: 104

Procurement Type: IFB

Effective Begin Date: 5/21/2007

Expiration Date: 5/20/2008

Issuer Name: Edwin Patterson

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Document Description: VSP Term Contract
for Police Pursuit Tires- Renewal #1

Extended Description: VSP Term Contract
for High Speed Police Pursuit Tires -
Goodyear Eagle RSA 97V-#732354500

Contact Information

Edwin Patterson

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Authorized Departments

Department: Agency 156
Dept. of State Police

Vendor - (Swam - Small)

Legal Name: **Thompson Tire Co., Inc.**
701 East Main Street
Pulaski, VA 24301-5125

Vendor Contact Name: Fran Boyd

Location Legal Name: Pulaski

Vendor Contact Email: fboyd@i-plus.net

Vendor Contact Phone: 540-980-3760

Vendor Type: Primary

Vendor Contact Fax: 540-980-6580

MA Number: E194 -

FIN #: 540854845

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Duns #: 943562090

Terms and Conditions

The contractor shall furnish "V rated" all season tires (Goodyear Eagle RSA 97V Police Tire #732354500, size P225/60R16) for use by Virginia State Police (VSP) during pursuit. VSP is the authorized user for this contract and delivery will be to 8 locations as identified on orders received. Refer to the attached Scope of Contract and Specifications. Contract period is 1 yr from date of award plus the potential of 3 optional 1-year renewals.

DELIVERY: The contractor shall deliver to location identified in orders within 14 days ARO.

General Terms and Conditions

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for

performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

eVA Business To Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration

Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

d. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Woman-Owned Businesses: 1%, capped at \$500 per order.
- (ii) DMBE-certified Minority-Owned Businesses: 1%, capped at \$500 per order.
- (iii) Other Businesses not specified in (i) or (ii) above: 1%, capped at

\$1,500 per order.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

SWAM REPORTING

MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND

REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Usage Reports

The Contractor will provide the Division of Purchases and Supply with electronic monthly usage reports on the 14th day of the following month or the proceeding business day if the 14th falls on a weekend. All monthly reports should be in Excel and emailed to Judy Wallace, DGS/DPS, email: jwallace@dgs.state.va.us, (804) 786-3857(phone), fax (804) 786-0223. The monthly report shall report the total tires sold and the amount spent. This report will be provided by month and cumulatively for the contract period. The report shall also show the order number, and the number of days to deliver.

CERTIFIED TEST REPORT: Goodyear Certification attached.

PRICES: Unit prices are firm for one year from date of award and are inclusive of all delivery and handling costs to the 8 locations.

RENEWAL OF CONTRACT: **No renewal remain.** Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be given approximately 90 days prior to the expiration date of each contract period. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the category "Transportation: Motor vehicle parts and equipment" of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available will be used as a guide to determine whether prices should increase/decrease for the additional one year period. Any increase may impact the Commonwealth's decision whether to renew the contract.

DELIVERY NOTIFICATION: The Agency contact identified in orders shall be notified prior to delivery as requested.

Commodity Information

Line: 1

Line Type: Item

Commodity: 86305

Description: Tires And Tubes, Passenger Vehicles

Extended Description: **Police Pursuit Tires, "V-Rated", Tubeless, Steel Belted Radial with All Season Tread. Goodyear Eagle RS-A97V. Monthly deliveries to 8 different locations per attached Scope of Contract and Specifications as ordered by VSP.**

Unit: each

Unit Price: **\$61.75**

Free On Board Name: FOB Destination-Freight Prepaid