

MASTER AGREEMENT

RENEWAL - E194 - 102 - 08

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Issuer Name: Edwin M. Patterson

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Document Description: Term Contract for Refrigerators and Freezers

Contact Information

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Authorized Departments

Line Number: 1

Department: E194

Vendor

Legal Name: SEARS INDUSTRIAL SALES

Vendor Contact Name: **JOE SUMLER**

Location Legal Name: **Sears Contract Sales**
6112 Blackstone Blvd.
Fredericksburg, VA 22407

Vendor Contact Email:
JSUMLE1@SEARS.COM

Vendor Phone Number: **(540) 898-9368**

Vendor Type: Primary

Vendor Fax Number: **(540) 898-9369**

Vendor ID: **C7216**

Cell Phone: (804) 304-6520

Billing and Payment: Sheila Bryant, 2417 Regency Blvd., Suite 6, Augusta, GA 30904
Phone (Billing): (888) 329-7327 / Fax: (800) 234-7913

Custom Service / Ordering / Solicitation / Web Registrar:
Joe Sumler, 6112 Blackstone Blvd., Fredericksburg, VA 22407
Phone: (540) 898-9368 / Fax: (540) 898) 9369

Renewal Periods

Line Number: 3

Line Number: 4

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 6/1/2009

Expiration Date: 5/31/2010

Notification Days Prior to Expiration: 90

Header Terms and Conditions

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) successive one year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration

PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials. The Producer's Price Index 1241, 1241-0331, 0332 and 0333, Table 6 will be used as a guide to determine increase or decrease. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves.

However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

MINIMUM ORDERS will be \$100.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

DELIVERY: The Commonwealth expects delivery within 10 calendar days after receipt of order (ARO). For Inside Delivery, Uncrating and Set -In Place Add \$30.00 Per Unit. 50 or more units to the same location at the same time \$20.00 Per Unit.

WARRANTY: All equipment shall be warranted against defective materials and workmanship for a period of twelve (12) months from date of delivery excluding vandalism, and the compressor unit shall carry a parts warranty of an additional four (4) years. All parts proving defective within the warranty period shall be replaced without charge by the Contractor. Transportation and labor for installation of defective parts for the first 12 months shall be the responsibility of the Contractor. Warranty repairs shall be made within 72 hours after notification. Repair parts shall be readily available for at least 10 years following the delivery date. Manufacturer's warranty periods which exceed these requirements shall be secured by the Contractor and conveyed to the Commonwealth and/or its Agents.

PURCHASE VOLUME REPORT: The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: 1. The first report shall include purchases made in the first twelve (12) months of the contract. In addition, for contracts exceeding one year, the Contractor shall furnish reports at the end of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract. All reports shall be delivered to the Division of Purchases and Supply no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract.

AUDIT: The Contractor hereby agrees to 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.

General Terms and Conditions

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The 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 Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding. b.) eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. 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, and ability to research historical procurement data, as they become available.

Commodity Information

Line: 1

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Compact, Manual Defrost, Electric, Size 1.7 cu. ft. Kenmore Model 46-91772 (White).

Unit: each

Unit Price: **\$72.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 2

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Compact, Manual Defrost, Electric, Size 2.7 cu. ft. Kenmore Model 46-92779 (White).

Unit: each

Unit Price: **\$103.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 3

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Compact, Manual Defrost, Electric, Size 3.9 cu. ft. Kenmore Model 46-93972 (White).

Unit: each

Unit Price: **\$125.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 4

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Compact, Manual Defrost, Electric, Size 6.0 cu. ft. Kenmore Model 46-95872 (White).

Unit: each

Unit Price: **\$190.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 6

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Combination, Top Freezer, Frostless, Electric, Right Hinged Door, Automatic Ice Maker, White, Size 15 cu. ft Kenmore Model 46-74522 (White).

Quantity: 21

Unit: each

Unit Price: **\$425.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 7

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Combination, Top Freezer, Frostless, Right Hinged Door, Automatic Ice Maker, Size 16.5 cu. ft. Kenmore Model 46-74722 (White).

Unit: each

Unit Price: **\$448.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 8

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Combination, Top Freezer, Automatic Ice Maker,electric, Size 16.5 cu. ft. Kenmore 48-74812 (White, Right Hinge) Model 48-74814 (Bisque, Right Hinge).

Unit: each

Unit Price: **\$474.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 9

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer, Combination, Top Freezer, Automatic Ice Maker Electric, Right Hinge Door, Size 21.5 cu. ft. Kenmore Model 46-74192 (White), Model 46-74194 (Bisque), Model 46-74199 (Black).

Unit: each

Unit Price: **\$500.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 11

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer
Combination, Top Freezer, Frostless, Electric,
,Without Automatic Ice Maker, Right Hinged Door,
Size 15 cu. ft. Kenmore Model 46-64522 (White).

Unit: each

Unit Price: **\$394.00**

Free On Board Name: FOB Destination-Freight
Prepaid

Line: 12

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer
Combination, Top Freezer, Frostless, Electric, Right
Hinged Door,Without Automatic Ice Maker, White.
Size 17 cu. ft. Kenmore Model 46-64722 (White).

Unit: each

Unit Price: **\$403.00**

Free On Board Name: FOB Destination-Freight
Prepaid

Line: 13

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer
Combination, Top Freezer, Frostless, Electric, Right
Hinged Door.Without Automatic Ice Maker, White
Size 18 cu. ft. Kenmore 46-64812 (White).

Unit: each

Unit Price: **\$426.00**

Free On Board Name: FOB Destination-Freight
Prepaid

Line: 14

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer Combination, Top Freezer, Frostless, Electric, Right Hinged Door. Without Automatic Ice Maker, Size 20 cu. ft. Kenmore Model 46-64192 (White), 46-64194 (Bisque, Left Hinged).

Unit: each

Unit Price: **\$450.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 15

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer Combination, Top Freezer, Frostless, Electric, Without Automatic Ice Maker, Size 21 cu. ft. Kenmore Model 46-64192 (White), 46-64194 (Bisque).

Unit: each

Unit Price: **\$450.00**

Unit: each

Free On Board Name: FOB Destination-Freight Prepaid

Line: 16

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer Combination, Top Freezer, Frostless, Electric, Right Hinged Door, Without Automatic Ice Maker. Size 22 cu. ft. Kenmore Model 46-56722 (White).

Unit: each

Unit Price: **\$886.00**

Unit: each

Free On Board Name: FOB Destination-Freight Prepaid

Line: 17

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer Combination, Side by Side, Frostless, Electric, Automatic Ice Maker, Water and Ice Cube Dispenser, Size 25 cu. ft. Kenmore Model 46-57372 (White).

Unit: each

Unit Price: **\$789.00**

Free On Board Name: FOB Destination-Freight Prepaid

Line: 18

Line Type: Item

Commodity: 04566

Description: Refrigerators And Freezers

Extended Description: Refrigerator-Freezer Combination, Side by Side, Frostless, Electric, Automatic Ice Maker, Water and Ice Cube Dispenser, Size 26 cu. ft. Kenmore Mode 46-57102 (White).

Unit: each

Unit Price: **\$1,105.00**

Free On Board Name: FOB Destination-Freight Prepaid