



used by VSP, 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.

By:   
 Sandra D. Smith, VCO  
 Statewide Contract Officer

### **INSTRUCTIONS**

16. 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.
17. 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.
18. Inspection on delivery and approval of vendor's invoice is the responsibility of VSP.
19. 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).
20. Renewals: This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods.

| Renewal Period Length | Renewal Period Unit | Effective Date | Expiration Date |
|-----------------------|---------------------|----------------|-----------------|
| 1                     | Years               | 12/28/2011     | 12/27/2012      |
| 1                     | Years               | 12/28/2012     | 12/27/2013      |
| 1                     | Years               | 12/28/2013     | 12/27/2014      |
| 1                     | Years               | 12/28/2014     | 12/27/2015      |

CONTRACT NO. E194-1220  
December 27, 2010 through December 27, 2011

VENDOR ORDER ADDRESS LIST

NAME/ADDRESS/CONTACT PERSON TELEPHONE

Thompson Tire Company, Inc. Ph. (540) 731-1150  
105 Centre Court  
Radford, VA 24141  
Contact: Fran Boyd  
Fax: (540) 731-5112  
Email: fboyd@i-plus.net

**Scope of Work**

- I. **SCOPE:** The purpose of this solicitation is to invite bidders to participate in an Invitation for Bids through eVA to establish a Master Agreement for 17" and 18" Goodyear certified high speed police pursuit tires for the Virginia State Police (VSP).
- II. **VSP DELIVERY LOCATION:** There are 8 VSP delivery locations, see the listing in Attachment C. For additional information regarding VSP, visit the web site at [www.vsp.state.va.us](http://www.vsp.state.va.us).
- III. **DELIVERY:** Timely delivery is critical to VSP. Delivery of all requested tires shall be made within 7 calendar days after receipt of orders placed against the contract. Delivery performance will be "strictly" monitored and enforced. Delivery time may be a factor in making the award.
- IV. **MINMUM ORDER:**

The Contractor will provide a minimum order for 17 inch tires in the amount of 56 tires per order through a purchase order.

The Contractor will provide a minimum order for 18 inch tires in the amount of 20 tires per order through a purchase order.

## V. Special Terms and Conditions

- A. **PROPRIETARY SPECIFICATION - DO NOT SUBSTITUTE - BRAND NAME ONLY:** For these vehicles, Virginia State Police has determined that the only acceptable replacement tire manufacturer is Goodyear; therefore, **NO SUBSTITUTIONS WILL BE ALLOWED.** The proprietary specification justification is as follows: VSP Pursuit cars are handled at a high rate of speed and vehicle handling may be significantly affected by a change of tire type and size and may put the driver, vehicle and the public in danger if modified or interchanged with different tire type/size. Due to manufacturer's replacement tire recommendations and critical safety/vehicle performance standards, all tires on our pursuit cars must be compatible with the existing equipment and provide the same tread type, speed rating, tread depth, etc. Goodyear is the only manufacturer found that produces a tire that all standards, sizes, ratings and dimensions equal the manufacturer supplied tires.
- B. **AWARD:** The Commonwealth will make the award(s) on a **Grand Total Basis** to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it deemed in the sole opinion of the procuring public body to be in its best interest.
- C. **CONTRACT PERIOD:** This Master Agreement may be established for furnishing tires and necessary services which shall comply with specifications provided herein for the Virginia State Police during **the contract period for 12 months from the date of award.**
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **AUTHORIZED DEALER:** My submission of this bid certifies that I am either a Manufacturer or an authorized dealer for the goods and services bid.
- F. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.
- G. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties **for four (4) successive one year periods**, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. 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.
- H. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following CPI index/indices: "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. No price increases will be authorized for 180 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.

- I. **DELIVERY:** Timely delivery is critical to VSP. Delivery of all requested tires shall be made within 7 calendar days after receipt of orders placed against the contract. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Delivery performance will be "strictly" monitored and enforced. Delivery time may be a factor in making the award.
- J. **DELIVERY NOTIFICATION AND INSPECTION:** The Agency shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the sites and verify items received.
- K. **ORDERS:** To the maximum extent possible, purchase orders shall 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.
- L. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for the items delivered to the agency for the Commonwealth's use, and shall include all applicable freight and any other charges; extra charges will not be allowed.
- M. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- N. **PRODUCT INFORMATION:** By signing its bid the Bidder is committing to supplying TIRES that are in strict compliance with the Specifications set forth in Attachment B. **No variations or substitutes will be acceptable.**
- O. **PURCHASE VOLUME REPORT:** The Contractor, upon request, shall furnish 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 order under this contract.
- P. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written

Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

- Q. **WARRANTY:** 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.
- R. **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.
- S. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://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, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register prior to award will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

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, as they become available.

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.

Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

- T. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses

when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default

- U. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation 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. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the Bank of America Visa is indicated below.

#### **Charge Card Levels:**

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

**Level 1** vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

**Level 2** vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept Bank of America Visa card.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

**Level 3** vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

**V. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized

**End of Special Terms**