

MASTER AGREEMENT**RENEWAL - E194 - 214 -10**

Previous Contract No. E194-214-09

Document Id: 214

Title: Contract 68085-PF225-60
Tire Deflation Devices

Print Date: 9/16/2009

Procurement Folder: 225

Procurement Type: IFB

Effective Begin Date: 9/7/2009

Expiration Date: 9/6/2010

Minimum Order Amount: \$100.00

Maximum Order Amount: \$0.00

Preparer Name: Cindy Wilson

Phone: (804) 786-3853

Email: cindy.wilson@dgs.virginia.gov

Description: Tire Deflation Devices: Non-serviceable devices and anti-pursuit devices.

Contact Information

Cindy Wilson

Phone: 804-786-3853

Fax: 804-786-5413

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
2	1	Year	9/7/2009	9/6/2010	90	

Authorized Departments

Department: 194 - **State Agencies and Other Public Bodies**

Terms And Conditions

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 the applicable warranties are attached and are for 5 years.

MINIMUM ORDERS

Orders will be 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 the invoice payment.

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 index/indices: Producers Price Index, Category WPU 1042, Metals and Metal Products, Hand and Edge Tools Category. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. No price increases will be authorized for 365 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 365 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.

PURCHASE VOLUME AND DOLLAR REPORT: The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume of purchases made under this contract and a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.

DELIVERY: The contractor shall deliver goods and services as stated within.

SPECIFICATION

Products provided shall be in accordance with Virginia Specification No. 680-00-000, dated September 27, 2004.

RENEWAL OF CONTRACT: No renewal remains.

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.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS & ORDERS (part 1 of 2): It is anticipated that the contract will result in multiple eVA purchase orders with the 1% eVA transaction fee capped at \$500 per order. The eVA transaction fee will be assessed approx. 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. eVA the Internet electronic procurement solution, web site portal streamlines & automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies & public bodies. Vendors desiring to provide goods &/or services to the Commonwealth shall participate in the eVA Internet e procurement solution & agree to comply with the following:

eVA BUSINESS-TO-GOVERNMENT CONTRACTS & ORDERS (part 2 of 2): If this solicitation is for a term contract, failure to comply with the requirements in a. & b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. a.) Submit a fully executed AMS Trading Partner Agreement, which can be downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement & host the eVA e-procurement solution. b.) Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page to eva-catalog-manager@dgs.virginia.gov.

ASSIGNMENT OF CONTRACT

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

TAXES

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.

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 GE MasterCard 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 GE MasterCard.

- 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

SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

Vendor

Legal Name: **StopTech, Ltd.**

Location Legal Name: **Corporate Office**

Contact Phone: **800-537-0102**

MA Number: **E194 - 214**

Contact Name: **Gary Uthe**

Contact Email: **guthe@stopstick.com**

Vendor Type: **Primary**

Commodity Information**Line: 1**

Description: Single Lane Type with the following accessories: mounting tray, nylon deployment sleeve/cover and nylon deployment rope with reel. STOP STICK 9' Rack Kit (3-STOP STICKS, 1-Replacement STOP STICK, 1-Deployment Sleeve, 1-Cord Reel, and 1-Mounting Tray). #3011K-9'-RED or #3012K-9'-Black. Includes training and 5 year replacement warranty in accordance with Stop Stick No Cost Replacement Guaranty.

Line Total: \$399.00

Unit: each

Line: 2

Description: Dual Lane Type with the following accessories: mounting tray, nylon deployment sleeve/cover and nylon deployment rope with reel. STOP STICK 12' Rack Kit (4-STOP STICKS, 1-Replacement STOP STICK, 1-Deployment Sleeve, 1-Cord Reel, and 1-Mounting Tray). 3511K-12'-Red, 3612K-12'-Black, Includes training and 5 year replacement warranty in accordance with Stop Stick No Cost Replacement Guaranty.

Line Total: \$469.00

Unit: each

Line: 3

Description: Anti-Pursuit Type: Compact Length, 3" to 6" length. STOP STICK 6001K - PIRANHA, BLACK. Includes training and 5 year warranty in accordance with Stop Tech Piranha Warranty.

Line Total: \$26.48

Unit: each

Line: 4

Description: Replacement Part for Compact Length Type: Cartridges or Spikes. STOP STICK 6002K, BLACK. Includes 5 year warranty in accordance with Stop Tech Piranha Warranty.

Line Total: \$50.00

Unit: each

Line: 5

Description: Anti-Pursuit Type: 20" to 24" length. STOP STICK 8045K TERMINATOR (TERMINATOR WITH 2 EXTRA CARTRIDGES, AND 1 EXTRA END CAP), 24" RED. Includes training and 5 year warranty in accordance with Stop Tech Terminator Warranty.

Line Total: \$135.00

Unit: each

Line: 6

Description: Replacement Part for 20" to 24" Length device: Cartridges or Spikes. STOP STICK 8047 HIT KIT- TERMINATOR (10 REPLACEMENT CARTRIDGES AND 2 REPLACEMENT END CAPS), BLACK. Includes training, and 5 year warranty in accordance with Stop Tech Terminator Warranty.

Line Total: \$88.00

Unit: each