

## **MASTER AGREEMENT**

### **RENEWAL - E194 - 333 – 11 - RENEWAL**

(Previous Contract No. E194-333-10)

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Issuer Name: Edwin M. Patterson

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Document Description: Athletic Tapes & Pads

#### Contact Information

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Edwin M. Patterson

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#### Authorized Departments

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Department: E194

Users: State Agencies and Other Public Bodies

#### Thresholds

Minimum Order Amount: \$100.00

#### Vendor

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Legal Name: Medical Supplies Depot

Vendor Contact Name: Rebecca Speights

Address: 1515 South University Blvd.  
Mobile, AL 36609

Vendor Contact Email: rebeccas@msdepot.com

Vendor Contact Phone: 251-343-9600 /  
800-879-6863

Vendor Type: Primary

Vendor Fax: 251-380-3346

FIN #: 630750453

**Commodity Information**

Line: 1

**Line Item: 5**

Commodity: 80584

Description: Trainers' Supplies

1-1/2" X 5 YDS., 32 ROLLS/CASE, TAPE, ATHLETIC, ELASTIC, HYPOALLERGENIC LIGHTWEIGHT, POROUS, COTTON/LYCRA FABRIC, WHITE, TENSION EVEN ON ROLL, MUST BE OF CURRENT CONTRACT YEAR OF MANUFACTURE, BSN JOBST # 76953 (HIS) # 911- 0843

Unit: case

**Unit Price: \$41.00000**

Line: 2

**Line Item: 6**

Commodity: 80584

Description: Trainers' Supplies

2" X 7-1/2 YDS., 24 ROLLS/CASE, TAPE, ATHLETIC, ELASTIC, HYPOALLERGENIC LIGHTWEIGHT, POROUS, COTTON/LYCRA FABRIC, WHITE, TENSION EVEN ON ROLL, MUST BE OF CURRENT CONTRACT YEAR OF MANUFACTURE, BSN JOBST # 76956 (HIS) # 911 - 4362.

Unit: case

**Unit Price: \$46.59000**

Line: 3

**Line Item : 7**

Commodity: 80584

Description: Trainers' Supplies

3" X 7-1/2 YDS., 16 ROLLS/CASE, TAPE, ATHLETIC, ELASTIC, HYPOALLERGENIC LIGHTWEIGHT, POROUS, COTTON/LYCRA FABRIC, WHITE, TENSION EVEN ON ROLL, MUST BE OF CURRENT CONTRACT YEAR OF MANUFACTURE, BSN JOBST # 76957 (HIS) # 911 - 2348

Unit: case

**Unit Price: \$46.59000**

Line: 4

**Line Item: 8**

Commodity: 80584

Description: Trainers' Supplies

1" X 5 YDS., 144 ROLLS/CASE, TAPE,  
ELASTIC, PORUS, SELVAGE ENDS, EVEN,  
EASY UNWIND, FLESH TONE, STRETCH  
ROLLS, HEAVY DUTY, TO BE OF  
CURRENT YEAR MANUFACTURE,  
JOHNSON & JOHNSON ELASTOKON #5172

Unit: case

**Unit Price: \$194.00000**

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Line: 5

**Line Item: 9**

Commodity: 80584

Description: Trainers' Supplies

2" X 5 YDS., 144 ROLLS/CASE, TAPE,  
ELASTIC, PORUS, SELVAGE ENDS, EVEN,  
EASY UNWIND, FLESH TONE, STRETCH  
ROLLS, HEAVY DUTY, TO BE OF  
CURRENT YEAR MANUFACTURE SIZES,  
JOHNSON & JOHNSON ELASTOKON #  
5174 (HIS) 555 - 1766

Unit: case

**Unit Price: \$194.00000**

Line: 6

**Line Item: 10**

Commodity: 80584

Description: Trainers' Supplies

3" X 5 YDS., 48 ROLLS/CASE, TAPE,  
ELASTIC, PORUS, SELVAGE ENDS, EVEN,  
EASY UNWIND, FLESH TONE, STRETCH  
ROLLS, HEAVY DUTY, TO BE OF  
CURRENT YEAR MANUFACTURE SIZES,  
JOHNSON & JOHNSON ELASTOKON #  
5175 (HIS) 555 - 5629

Unit: case

**Unit Price: \$194.00000**

Line: 7

**Line Item: 11**

Commodity: 80584

Description: Trainers' Supplies

4" X 5 YDS., 72 ROLLS/CASE, TAPE,  
ELASTIC, PORUS, SELVAGE ENDS, EVEN,  
EASY UNWIND, FLESH TONE, STRETCH  
ROLLS, HEAVY DUTY, TO BE OF  
CURRENT YEAR MANUFACTURE SIZES,  
JOHNSON & JOHNSON ELASTOKON #  
5177 (HIS) 555-7944

Unit: case

**Unit Price: \$194.00000**

Line: 8

**Line Item: 15**

Commodity: 80584

Description: Trainers' Supplies

4" X 5 YDS., 6 ROLLS/BOX, 12 BOX/CASE,  
TAPE, ELASTIC, PORUS, SELVAGE ENDS,  
EVEN, EASY UNWIND, FLESH TONE,  
STRETCH ROLLS, HEAVY DUTY, CONCO  
AC-TAPE # 64400000 (HSI) #829-2012

Unit: case

**Unit Price: \$125.30000**

Line: 9

**Line Item: 17**

Commodity: 80584

Description: Trainers' Supplies

1-1/2" X 7-1/2 YDS., 32 ROLLS/CASE, TAPE,  
ATHLETIC, TEAR TYPE, POLY/COTTON  
TAPE, CONFORMING, ANKLE OR WRIST,  
CONCO PRO'S CHOICE #64710000 (HIS) #  
884-9297

Unit: case

**Unit Price: \$39.25000**

Line: 10

**Line Item: 19**

Commodity: 80574

Description: Starting Gates And Other Racing  
Equipment

3" X 7-1/2 YDS., 16 ROLLS/CASE, TAPE,  
ATHLETIC, TEAR TYPE, POLY/COTTON  
TAPE, CONFORMING, ANKLE OR WRIST,  
CONCO PRO'S CHOICE # 64730000 (HIS) #  
885-5673

Unit: case

**Unit Price: \$39.25000**

Line: 11

**Line Item: 20**

Commodity: 80584

Description: Trainers' Supplies

2" X 5 YDS., 24 ROLLS/CASE, TAPE,  
ATHLETIC, TEAR TYPE, POLY/COTTON  
TAPE, CONFORMING, ANKLE OR WRIST,  
CONCO PRO'S CHOICE # 64750000 (HIS) #  
261-4619

Unit: case

**Unit Price: \$35.39000**

## INSTRUCTIONS

1. ORDERS:
  - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
  - B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
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. 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).
5. **Renewals. One (1), 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 365 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.

## Special Terms and Conditions

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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 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 Fee plus the appropriate 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. (iii) Other Business not specified in (i) or (ii) above: 1%, capped at \$1,500 per order.

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**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.

**Standard eVA Order Term and Condition:** This order is governed in all respects by the laws of the Commonwealth of Virginia, including the Virginia Public Procurement Act, the Commonwealth of Virginia Agency Procurement and Surplus Property Manual, and the Commonwealth of Virginia Vendors Manual copies of which are available at [www.eVA.virginia.gov](http://www.eVA.virginia.gov). The stated price(s) include shipping FOB destination unless otherwise stated in the body of the order. In addition, this order is subject to an eVA transaction fee in accordance with the eVA Fee Schedule a copy of which is available at [www.eVA.virginia.gov](http://www.eVA.virginia.gov). This fee will be invoiced to your company, approximately 30 days after the order issue date specified above, by the Commonwealth of Virginia, Department of General Services. Any modification to these terms must be agreed to in writing by both parties prior to performance of this order.

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: The Producer's Price Index, Table 5, Surgical Dressing #3842-3842A. 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 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.

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.

DELIVERY: Delivery of all requested contract items shall be made within 21 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

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.