

## **MASTER AGREEMENT**

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### **Master Agreement - E194 - 446 - 09**

(Previous Contract No. E194-446-08)

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Document Id: 446

Print Date: **2/18/2009**

Procurement Folder: 11807

**Effective Begin Date: 3/1/2009**

Document Name: 20012-70

Procurement Type: Complex IFB

**Expiration Date: 2/28/2010**

Issuer Name: Edwin M. Patterson

Phone: (804) 786-3897

Email: Edwin.Patterson@dgs.virginia.gov

Description: **Uniforms, State Police**

#### **Contact Information**

Edwin M. Patterson

Phone: (804) 786-3897

Email: Edwin.Patterson@dgs.virginia.gov

Thresholds

**Minimum Order Amount: \$5,000.00**

#### **Authorized Departments**

**Department of State Police**

Department: Agency Code 156

Attention: Jack Armstrong

#### **Vendor**

Legal Name: **Howard Uniform Company**

Vendor Contact Name: Paula Prioleau

Location Name: Howard Uniform Co.  
1915 Annapolis Road  
Baltimore, MD 21230

Vendor Contact Email:  
gshamdasani@howarduniform.com

Vendor Contact Phone: (410) 727-3086

Vendor Type: Primary

Duns: 003419058

Vendor Fax Phone: (410) 727-3142

**Renewal Periods**

Line Number: 3

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 3/1/2010

Expiration Date: 2/28/2011

Notification Days Prior to Expiration: 90

Line Number: 4

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 3/1/2011

Expiration Date: 2/28/2012

Notification Days Prior to Expiration: 120

**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.

**PRICE ESCALATION/DE-ESCALATION**: Price adjustments may be permitted for changes in the contractor's cost of materials. 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.

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.

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 \$5,000.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than the minimum order, 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

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.

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.

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Department of State Police will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

MATERIAL: All fabric material shall be cold water shrunk and shall be Kamugraphed. Dimensions and locations shall be within + or - 1/8" as listed in the respective specifications, except as otherwise stated or approved. Fabric content shall be within + or - 5% as listed in the respective specifications

LABELING: The inside of trousers shall be permanently marked with the waist size and rise. Collars of summer and winter shirts shall be permanently marked with the collar size and sleeve length. The sleeve length applies only to long sleeve shirts

**PACKAGING:** Shirts shall be packaged individually in poly bags with two (2) shirts per box and with the shirt size and quantity marked on the outside end of each box. Slacks shall be packaged individually in poly bags with four (4) pair per box, quantity, size, including rise, marked on the outside end of each box. Box ends shall also indicate whether the box contains slacks, long or short sleeve shirts. Box size for shirts shall be approximately 9” Wide x 4” High x 14” Long. Box size for slacks shall be approximately 16” Wide x 4” High x 21” Long.

**WARRANTY:** The Contractor shall warrant all uniform items furnished under this contract to be free from defects in materials and workmanship, and satisfactory performance under normal use and care, for at least one year from date of delivery and acceptance, excluding vandalism, negligence, accident or misuse. In the event of failure due to defective materials, workmanship or unsatisfactory performance, the Contractor shall immediately replace the product or give the user agency a prorated refund based upon 12-month period. If the manufacturer provides a warranty period in excess of one year, the Contractor shall automatically extend such manufacturer's warranty to the user agency.

### **Commodity Information**

Line: 1

Line Type: Item

Commodity: 20088

Description: Uniforms, Wool And Woolen Blends

Extended Description: Trousers, Officer's Year-Round, 55% Polyester/45% Worsted Wool, Tropical 13 to 13 ½ oz., Metcalf #406.  
Stock Sizes: 28 - 46

Delivery: 60 – 90 Days

Unit: each

Unit Price: **\$40.19**

Line: 2

Line Type: Item

Commodity: 20000

Description: Clothing, Athletic, Casual, Dress, Uniform, Weather Related, Work

Extended Description: Shirts, State Police Officer's, Winter & Summer Long Sleeve, Winter, Officer's, 75% Polyester/25% Worsted Wool, 9 to 9 ½ oz., Metcalf #128. State Police Officers Uniform Winter Shirts. Stock Sizes: 14 – 18 ½ Neck

Delivery: 60 – 90 Days

Unit: each

Unit Price: **\$32.62**

Line: 3

Line Type: Item

Commodity: 20070

Description: Shirts, Dress And Casual

Extended Description: Short Sleeve, Summer, Officer's, 75% Polyester/25% Worsted Wool, 9 to 9 1/2 oz., Metcalf #218. State Police Officers Open Collar Uniform Summer Shirts.

Stock Sizes: 14 – 18 1/2 Neck

Delivery: 60 – 90 Days

Unit: each

Unit Price: **\$29.12**