

MASTER AGREEMENT**Master Agreement - E194 - 459 - 07**

Document Id: 459 Title: 47541
 Print Date: 4/25/2007
 Procurement Folder: 16218
 Effective Begin Date: 5/1/2007 Expiration Date: 4/30/2008
 Minimum Order Amount: 1,100,000 Gloves

Description: **Latex Gloves**

Preparer Name: Edwin M. Patterson Phone: (804) 786-3897
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Created On: April 19, 2007 Modified On: April 19, 2007

Contact Information

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Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
1	1	Years	5/1/2008	4/30/2009	90	
2	1	Years	5/2/2009	5/1/2010	90	
3	1	Years	5/2/2010	5/1/2011	120	
4	1	Years	5/2/2011	5/1/2012	120	

Authorized Department

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	A702	\$0.00	Yes	Yes	No	\$0.00	
Department of The Industries for the Blind							

Terms and Conditions

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract

price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal 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.

CASE BOX: Case box shall be sized to pack 10 glove boxes and shall be of suitable design and construction for common carrier transportation. Case boxes shall be preprinted with agency name, address and indication for glove type and sizes. One case box shall be provided for every 10 glove boxes; the cost for the case box shall be included in the price for 10 glove boxes.

PRE-PACKAGED GLOVES: The Virginia Industries f/t Blind (VIB) may require the successful contractor to provide prepackaged gloves. The package quantity shall be 100 gloves per box, 10 boxes per case. The cost shall be the same as the bulk unit price. This requirement is necessary to respond to VIB customer demands during the start-up phase of the contract and for fluctuations in demand if bulk supply cannot be provided to maintain adequate inventory level. Delivery for Pre-Packed Gloves must be complete within 21 Calendar Days.

MANDATORY STOCKING REQUIREMENT

To handle demand fluctuations, the successful vendor will be required to maintain 360,000 private label gloves domestically with mix to be determined by VIB, The storage and ownership will be at the expense of the vendor. The material shall be the private label bulk form (not prepacked). VIB will purchase the stock upon termination of this Contract at the final contract price..

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: PPI CODE 326299. . 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 180days 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 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.

PACKAGING: Examination gloves shall be pre-packed with 100 gloves to a "Perforated" bag; 10 bags per shipping container. The container shall be the proper size, weight and constructed to be suitable for common carrier transportation. The container shall have an insert of some type top and bottom to protect the gloves from light, moisture and air. Containers shall be palletized with some form of restraint used (wrapped, removable tape, or some other method). Each container shall be marked on the outside with the following information: Country of Glove Manufacturers / Virginia Industries f/t Blind / 1102 Monticello Road / Charlottesville, Virginia 22902 (USA) / Phone: (434) 295-5168 / FAX: (434) 977-0122

510K REGISTRATION: All foreign manufacturer's of examination gloves shall have established quality control procedures in their manufacturing process and shall secure a federal 510K registration number for the import and sales of their medical gloves. The 510K registration number shall be maintained during the life of the contract.

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

BID PRICES: The bid price shall also include the cost of 10 empty boxes (capacity: 100 gloves/box) and 1 empty case box (capacity: 10 boxes/case) to be provided with each 1000 gloves ordered.

MINIMUM ORDERS will be 1,100,000 for bulk (not pre-packed) and will be 60,000 gloves for prepacked gloves for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than 60,000 gloves, 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.

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.

Vendor

Legal Name: SSI Packaging Group, Inc.	Contact Name: Ricky Womble
Location Legal Name: SSI Packaging Group Inc. 1514 Brook Road Richmond, VA 23220	Contact Email: rwomble@ssipackaging.com
Contact Phone: 804-649-1111 x14	Vendor Type: Primary
Vendor Fax: 804-788-1218	Fin #: 540924740

Commodity

Line: 1

Line Type: **Item**

NIGP Code: **47541**

Description: **Glove, Examination, Latex,**

Powered, Non-Sterile, Ambidextrous, Beaded Cuff Bulk, with boxes, Per IFB Specifications, pages 1 through 3, dated 03/06/2007. Tradex L100. Cuff Thickness range 3.1 to 6.7, Palm Thickness 3.1 Mil to 6.7 Mil. Finger Tip Thickness 5.00 Mil Minimum. Sizes and Quantities as follows: Small 550,000, Medium 1,200,000, Large 3,500,000, Extra Large 50,000.

Unit: each

Unit Price: \$0.02934

Free On Board Name: FOB Destination-Freight Prepaid

Ship To

Attention:

Shipping Location: Department for the Blind and Vision Impaired - Richmond Regional Office

Shipping Street Address 1: 397 Azalea Avenue - RO

Shipping Address 2:

Shipping City: Richmond

Shipping State: VA

Shipping Zip: 23227

Shipping Country: US

Shipping Instructions:

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Bill To

Attention:

Billing Location: Department for the Blind and Vision Impaired - Headquarters Office

Billing Street Address 1: 397 Azalea Avenue - HQ

Billing Street Address 2:

Billing City: Richmond

Billing State: VA

Billing Zip: 23227

Billing Country: US

Billing Instructions:

Part Number: L100-S,M,L,XL

Product/Category:

Detailed Instructions: Container will ship directly to Department of the Blind and Vision Impaired .

Line: 2

Line Type: **Item**

NIGP Code: **47541**

Description: **Glove Latex, Non-Sterile, Power Free, Smooth or Textured, Ambextrous, Beaded Cuff with Boxes. Per Specifications for Examination Gloves Pages 1 through 3, dated 03/06/2007.**

Tradex L 200. Cuff Thickness Range 3.1Mil to 6.7 Mil, Palm Thickness 4.7 Mil to 7.1 Mil. Finger Tip 5.1 Mil to 7.5 Mil. Sizes and Quantities as Follows: Small 450,000. Medium 2,500,000. Large 3,400,000. Extra Large 500,000.

Unit: each

Unit Price: \$0.03424

Free On Board Name: FOB Destination-Freight Prepaid

Ship To

Attention:

Shipping Location: Department for the Blind and Vision Impaired - Richmond Regional Office

Shipping Street Address 1: 397 Azalea Avenue - RO

Shipping Address 2:

Shipping City: Richmond

Shipping State: VA

Shipping Zip: 23227

Shipping Country: US

Shipping Instructions:

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Bill To

Attention:

Billing Location: Department for the Blind and Vision Impaired - Headquarters Office

Billing Street Address 1: 397 Azalea Avenue - HQ

Billing Street Address 2:

Billing City: Richmond

Billing State: VA

Billing Zip: 23227

Billing Country: US

Billing Instructions:

Part Number: L200-S,M,L,XL

Product/Category:

Detailed Instructions: CONTAINER WILL SHIP DIRECTLY TO DEPARTMENT OF THE BLIND AND VISION IMPAIRED-RICHMOND.