

FAUQUIER COUNTY GOVERNMENT
a political subdivision of the Commonwealth of Virginia

Contract # 56-25ajc
(Riding: EVA CTR005608) Southern Police Equipment

This Agreement is made and entered into this 19th day of **September 2024**, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Southern Police Equipment**, having its principal place of business at **7609 Midlothian Turnpike Richmond, VA 23235**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Clothing and Footwear

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached".

CONTRACT PERIOD: Date of execution through January 31, 2025, with the option to renew for 1 additional 1-year period, at the mutual agreement of both parties.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) EVA CTR005608 Contract Summary, including Modification 3; and
- (4) The Contract additional discount sheet and Quote for Stratton Hats, all which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Southern Police Equipment

By: [Signature]

Title: Sales Mgr.

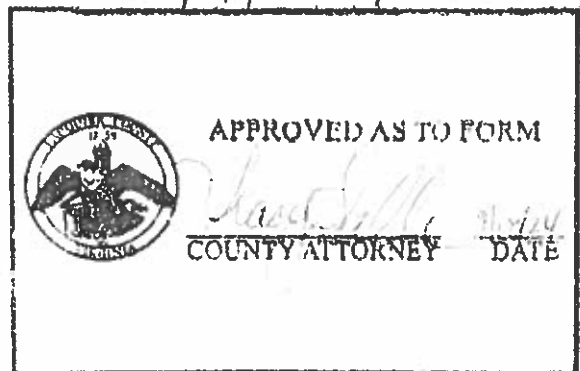
Date: 9/19/24

Fauquier County Government
a political subdivision of the Commonwealth
of Virginia

By: [Signature]
Kristen Helton

Title: Procurement Manager

Date: 9/19/2024



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Southern Police Equipment

Fauquier County Government
a political subdivision of the Commonwealth
of Virginia

By: _____

By: _____

Kristen Hylton

Title: _____

Title: Procurement Manager

Date: _____

Date: _____



GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. 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.
- b. The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance 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.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

Contract Number CTR005608
Clothing and Footwear

CONTRACT PERIOD	February 1, 2024, through January 31, 2025
CONTRACT TYPE	Optional Statewide
RENEWAL(S) REMAINING	1 one-year renewal options remaining
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & SUPPLIER ID#	Southern Police Equipment Co., Inc. SUP000715
CONTRACTOR(S) POINT OF CONTACT	Chrissy Hoyt 7609 Midlothian Turnpike Richmond, VA 23235 Phone: 804-323-1855 chrissy@southernpoliceequipment.com
MINIMUM ORDER	\$0
PAYMENT TERMS	Net 30
DELIVERY	N/A
DPS CONTRACT OFFICER	See eVA
COMMODITY CODE(S)	20010, 20044, 20049, 20092
LAST UPDATE & PURPOSE	April 15, 2024 – Update Catalog Purchase Order Information

INFORMATION:

1. Ordering Method: All Authorized Users placing orders against this Contract must place purchase orders through eVA.
2. Authorized User Acceptance: Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.
3. Non-Catalog Purchase Order Information: Click Other Actions from Contract → Select Create Requisition from Contract → Select the box/boxes for good and/or service needed → Click the Create Requisition from Contract Items → Update Header Information where applicable → Complete other information required and submit requisition.

OVERVIEW: This contract is established to provide clothing and footwear for Virginia State Agencies and Authorized Users.

- Items listed on the spreadsheet entitled “**Pricing Schedule**” are to be purchased from the awarded Contractor at the price indicated on the spreadsheet (no additional discounts is to be offered for these items).

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005608

- Additional discounts offered from each contractor can be found on the spreadsheet entitled “Contractor’s Additional Discounts.” This spreadsheet is to be used when purchasing items from the contractor’s e-catalog.

The e-catalog items are posted at list price, the Authorized User is required to ensure the Supplier quotes the items at the correct percentage discount located on the “Additional Discount Spreadsheet”.

- Contractor footwear services can be found on the spreadsheet entitled “Contractor Opt. Addt’l Footwear Srvs.”
- Contractor’s tailoring services can be found on the spreadsheet entitled “Contractor’s Opt. Tailoring and Alter. Srvs.”

AGENCIES MUST OBTAIN AN APPROVED VCE RELEASE PRIOR TO ORDERING FROM THIS CONTRACT

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005608

Page 2 of 2



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #3
TO
CONTRACT NUMBER CTR005608
FORMERLY CONTRACT NUMBER E194-86268
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SOUTHERN POLICE EQUIPMENT CO., INC.

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Southern Police Equipment Co., Inc., a Virginia corporation, hereinafter referred to as the "Contractor" or "Southern Police Equipment Co., Inc.," relating to the modification of Contract E194-86268 effective February 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement A.) Renew the Contract and B.) Update Term and Conditions. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

- A. Reference:** Contract E194-86268, "Renewal of Contract."
Both parties hereby agree to renew the Contract for an additional one (1) year period, beginning February 1, 2024, through January 31, 2025, with one (1) renewal options remaining.
- B. Reference Contract E194-86268, "Updated General Terms and Conditions":**
- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
 - P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
 - U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.
 - X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal 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 by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- A. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.


The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-86268, and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.


[SIGNATURE PAGE TO FOLLOW]

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SOUTHERN POLICE EQUIPMENT CO., INC.

BY: 
NAME: Greg Ballengee
Printed Name
TITLE: Manager
DATE: 01/17/2024

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Marjorie Robertson
Printed Name
TITLE: Sourcing and Contracting Officer
DATE: 1/17/2024



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #2
TO
CONTRACT NUMBER CTR005608
FORMERLY CONTRACT NUMBER E194-86268
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SOUTHERN POLICE EQUIPMENT CO., INC.


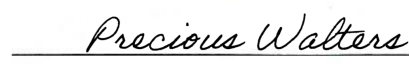
This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Southern Police Equipment Co., Inc., a Virginia corporation, hereinafter referred to as the "Contractor" or "Southern Police Equipment Co., Inc.," relating to the modification of Contract E194-86268 effective February 1, 2021 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement A.) Renew the Contract and B.) Update the Contract number. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

- A. Reference:** Contract E194-86268, "Renewal of Contract."
Both parties hereby agree to renew the Contract for an additional one (1) year period, beginning February 1, 2023 through January 31, 2024, with two (2) renewal options remaining.
- B. Reference:** Contract E194-86268, "Changes to the Contract."
Due to the new Commonwealth of Virginia e-procurement system, the contract number has changed from E194-86268 to CTR005608.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-86268, and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

<u>SOUTHERN POLICE EQUIPMENT CO., INC.</u>		<u>COMMONWEALTH OF VIRGINIA</u>	
BY:		BY:	
NAME:	<u>KAREN ALLAN BALLINGER</u> Printed Name	NAME:	<u>Precious Walters</u> Printed Name
TITLE:	<u>President</u>	TITLE:	<u>Statewide Sourcing & Contracting Officer</u>
DATE:	<u>1-26-2023</u>	DATE:	<u>1/31/2023</u>



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1
TO
CONTRACT NUMBER E194-86268
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SOUTHERN POLICE EQUIPMENT CO., INC.

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Southern Police Equipment Co., Inc. a Virginia corporation, hereinafter referred to as the "Contractor" or "Southern Police Equipment Co., Inc.," relating to the modification of Contract E194-86268 effective February 1, 2021 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the contract. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

A. **Reference:** Contract E194-86268, "Renewal of Contract."

Both parties hereby agree to renew the Contract for an additional one (1) year period, beginning February 1, 2022 through January 31, 2023 with three (3) renewal options remaining.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-86268 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SOUTHERN POLICE EQUIPMENT CO.,
INC.

COMMONWEALTH OF VIRGINIA

BY: Karen Allan Ballenger
NAME: Karen Allan Ballenger
Printed Name
TITLE: President
DATE: January 28, 2022

BY: Precious Walters
NAME: Precious Walters
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 1/28/2022



COMMONWEALTH of VIRGINIA

*Department of General Services
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199

NOTICE OF AWARD

Contract No. E194-86268

Date: January 12, 2021

eVA Vendor No. C9785

Name: Southern Police Equipment Co.

Address: 7609 Midlothian Turnpike
Richmond, VA 23235

Bid Response Date: 12/21/2020

In Response to: IFB 3849

To Furnish: Clothing and Footwear

During the Period: February 1, 2021 - January 31, 2022

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.

Precious Walters

Precious Walters, VCO
Statewide Sourcing & Contracting Officer

Solicitation Print

[Return to Solicitation](#) [Send to Printer](#)

Solicitation 3849

Procurement Folder: 86268	High-Risk: No
Solicitation: 3849	
Solicitation Type: Invitation for Bids (IFB)	Status: Open
Short Description: Clothing, Uniforms, Footwear and Clothing Accessories	Issued Date:
Description: Clothing, Uniforms, Footwear and Clothing Accessories	
External Solicitation ID:	
External Solicitation Version:	
External Solicitation Type:	
Closing Date: 12/1/2020	Closing Time: 3:00 PM
Requestor Office: E194	Phone: 804-786-3853
Preparer Office: E194	Phone: 804-786-3853
Work Location: 1111 E. Broad Street	
Created By: pwalters4	Modified By: pwalters4
Created On: 5/27/2020	Modified On: 10/14/2020

Contact Information

Precious Walters	Phone: 804-786-3853
Email: precious.walters@dgs.virginia.gov	Fax: 804-786-5413

Other Events

Information not provided

Commodity Information

Lot 1: Lot 1

Lot 1, Line 1

Commodity: 80005 Boots and Shoes, Athletic and Sportsman Type (Incl. Canvas Type)
 Specifications:
 Description: REFER TO ATTACHMENT F MARKET BASKET
 Manufacturer:
 Part Number:
 Product/Category:
 Serial Number:
 Specification:

Line Type: Good

Quantity: 1
 Unit:
 Requested Delivery Date:
 Drawing:
 Piece:
 Color:
 Size:
 Model:
 Detailed Instructions:

Warranty:

Ship To

eVA-Shipping Exception
 SEE COMMENTS
 eVA,VA 99999-9999
 US
 Shipping Method:
 MSDS Required?: No
 Hazardous Materials:
 Handling Instructions:
 Packing Instructions:
 Additional Instructions:
 Shipping Instructions:

Bill To

eVA-Billing Exception
 Same as Ship To Address
 eVA,VA 99999-9999
 US
 Billing Instructions:

External Lot Number:

External Line Number:

Build Commodity List

Line	Commodity	Description
1	80005	Boots and Shoes, Athletic and Sportsman Type (Incl. Canvas Type)
2	80008	Boots, Leather
3	80014	Boots (Other Than Leather or Rubber)
4	80016	Boots, Rubber
5	80032	House Shoes and Slippers, All Types
6	80040	Shoes, Casual, Women's and Girl's
7	80048	Shoes, Casual, Men's and Boy's
8	80056	Shoes, Dress, Women's and Girl's
9	80064	Shoes, Dress, Men's and Boy's
10	80080	Shoes, Rain
11	80086	Shoes and Boots, Work, Men's
12	80088	Shoes and Boots, Work, Women's
13	20010	Athletic Clothing
14	20011	Athletic Clothing Accessories
15	20013	Children's Clothing

16	20016	Coats, Jackets, Parkas, Vests (Cold Weather)
17	20018	Compostable Disposable Clothing (Including House Slippers and Hats)
18	20019	Disposable Clothing (See Class 475 for Hospital Type)
19	20026	Food Service Clothing
20	20031	Hazardous Environment Clothing
21	20038	Insulated Clothing
22	20044	Pants, Slacks, Trousers, Shorts, Jeans, etc.
23	20049	Prisoner Clothing
24	20070	Shirts, Dress and Casual
25	20074	Silk Screened Shirts, Jackets, Hats, etc.
26	20085	Uniforms, Blended Fabric
27	20086	Uniforms, Cotton
28	20087	Uniforms, Synthetic Fabric
29	20088	Uniforms, Wool and Woolen Blends
30	20090	Waistcoats
31	20092	Work Clothes
32	80017	Boots, Rubber, Waders
33	80024	Boots, Rubber, Safety Toe
34	80025	Boots, Rubber, Waders, Safety Toe
35	80070	Shoes, Orthopedic
36	80072	Shoes, Safety Toe

Terms And Conditions

Section GEN

NOTE

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, section 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation for bid.

VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

APP. LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, section 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook. e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated. f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an

unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT

"To Prime Contractor: a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, section 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, section 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, section 2.2-4363). 2. To Subcontractors: a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment. 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments."

PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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: a. By mutual agreement between the parties in

writing; or b. 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 c. 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."

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price."

USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **MINIMUM INSURANCE COVERAGES AND LIMITS:** 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2. Employer's Liability - \$100,000. 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement. 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.) Profession/Service Limits Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.) Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate Legal \$1,000,000 per occurrence, \$5,000,000 aggregate Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

"Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract."

NONDISCRIMINATION

A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA 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 by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows: a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is: (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order. b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation with the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes."

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

SET-ASIDES AWARD PRIORITY

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

AUTHORIZATION TO CONDUCT BUS.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CIVILITY IN STATE WORKPLACES

The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training. For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee. The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Section SPE**AWARD**

The Commonwealth may make multiple award(s) based on the total sum of each category (in Attachment F Market Basket) to the lowest responsive and responsible bidder(s). Additional award(s) will be granted to the next lowest bidder(s) who are within 10% of the lowest bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder to render required services. The Commonwealth reserves the right to conduct any tests 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 is deemed in the sole opinion of the procuring public body to be in its best interest. Any resulting contract will require the contractor to respond to orders placed by authorized users.

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 also be terminated by the contractor, 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.

eVA ORDERS AND CONTRACTS

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specifications that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth upon written agreement of both parties for (one year)/4 successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for 90 days. At the end of the 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 cancelled.

DELIVERY

FOB Destination (freight included in price). The prices for all items shall include all standard freight costs. Additional shipping charges will be permitted for rush orders, over-sized orders, special orders and shipments made outside of the Commonwealth. The additional shipping charges will be the responsibility of the authorized user(s). Orders requiring additional shipping chargers will be quoted to the authorized user(s) prior to shipment of the order. Contractors and subcontractors must adhere to any and all security requirements related to any facilities that are served. Various facilities,

including the Department of Corrections, may have slightly different security requirements, and it is the contractor's responsibility to follow all policies of each facility.

SMALL BUSINESS SUBCONTRACTING

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified, women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids. B. Evidence of Compliance with Small Business Subcontracting Plan: 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 monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not limited to, termination for default. C. Prime Contractor Subcontractor Reporting: 1. Each prime contractor who wins an award greater than \$100,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account. 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

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 indices: PCU315220315220, PCU315240315240, PCU315280315280, PCU315990315990, PCU316210316210, PCU3169931699. 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 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.

PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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.

SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency in the names, qualifications and experience of their proposed subcontractors. The contractor shall; however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

WARRANTY

The contractor agrees that the goods 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 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 and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.

SUBSTITUTIONS

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Functionally equivalent product substitutions will be considered provided the Contractor certifies that the function, characteristics, performance and endurance qualities of the material offered are equal to that specified. Substitutes shall not be made without the full knowledge, evaluation and agreement of the authorized user(s). For the purpose of evaluation, items on the Market Basket must be priced as indicated.

SCC IDENTIFICATION NUMBER

Pursuant to code of Virginia, 2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder 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 a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation state (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

EXTRA CHARGES NOT ALLOWED

The bid price shall be for goods ready for the Commonwealth's use, and shall include all applicable freight charges as indicated in the solicitation; extra charges will not be allowed other than those specified in the solicitation.

FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives and other financial terms (collectively, the "financial deal") applicable to purchases under this contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s) outside this contract. Throughout the term of this contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s) available under this contract, Contractor shall immediately notify DGS/DPS of the details and at DGS/DPS's option sign an amendment to this contract so that an equivalent financial deal for the affected good(s) is also available as an option under

this contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS/DPS shall grant such request if DGS/DPS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS/DPS request (and annually on August 1), Contractor shall submit to DGS/DPS an affidavit certifying full compliance with this section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS/DPS or other the financial terms made available to the public body, and upon request from DGS/DPS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS/DPS. As used in this section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

MANDATORY ACCEPTANCE OF SPCC

Purchasing charge cards offer the Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods. Bidders responding to this solicitation should note that acceptance of payment by purchase cards is MANDATORY UNLESS WAIVED BY DPS WITHIN 90 CALENDAR DAYS OF CONTRACT AWARD. Charge Card levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. 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. The levels are delineated below and vendors must establish their card account at level 2, which is mandatory, or level 3 which is optional. Information on the various levels for the Purchase Card is indicated below. Level 1-vendors provide basic charge 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 details, the vendor will receive lower interchange costs. Level 2 is MANDATORY for any vendors who do business with the Commonwealth of Virginia and accept the Purchasing Card. (Customer Code (PCO Number from eVA) and (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 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).

ORDERS

Authorized Users must order goods available from the contract by issuing an eVA purchase order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

PERIOD FOR PERFORMANCE OF PO

To be valid, a purchase order issued under this contract must be issued during the term of the contract. The period specified for performance of the purchase order may extend past the term of the contract. If a notice terminating this contract is issued, the notice shall be construed as applying only to the contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

LOBBYING AND INTEGRITY

Bidders are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Bidder shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit or anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote or other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee. Upon request of the Commonwealth of Virginia's Department of General Services, the Bidder shall provide any type of information deemed relevant to the Bidder's integrity or responsibility to provide the services or goods, described herein.

EXCLUSIVITY OF T'S & C'S

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, contracts, or other documents that were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.

CONTRACTUAL DISPUTES

In accordance with Code of Virginia 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim. a. The Contractor may not invoke any available administrative procedure under Code of Virginia 2.2-4365 nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia 2.2-4364 or the administrative procedure authorized by Code of Virginia 2.2-4365. b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the Contracting and Ordering Officers, are executing this agreement and any other issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth or Authorized User that is purchasing and receiving the goods in question and need not be joined as a party to any dispute that may arise there under. c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any services hereunder.

DELIVERY TO CORRECTION INSTITUTION

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods to correctional institutions, especially if the location is within the secured perimeter. a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification. b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom. c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders. d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law. e. No weapons, alcohol drugs, or medication of any type will be allowed on Commonwealth property. f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times. g. Any tools, especially cutting tools, if left unattended, will be confiscated. h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution. i. All persons entering the prison complex are subject to search. j. Contractors and their representatives are limited to movement to and from, and within the immediate area of their work. k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods. l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed. m. All Contractor employees shall have valid identification with photograph at all times for identification purposes. Validity of identification is determined solely at the discretion of the institution. A valid government-issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification. n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.

FEDERALLY IMPOSED TARIFFS

In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders

performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement. Prior to the Commonwealth agreeing to the price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth: -evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient to detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change. -a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed. -a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase. -as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor. If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement. -During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of all contractors books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors. -Notwithstanding anything to the contrary in the Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor. In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly. -Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

Reminders

Reminder: IFB 3849 Bid Specifications

Reminder: Submission and Security Instructions

Reminder: Vendor Data Sheet

Reminder: Small Business Subcontracting Plan

Reminder: State Corporation Commission

Reminder: Market Basket Pricing Schedule

Vendor List

Information not provided

Free Form Vendor

Information not provided

Publishing Options

Pre-Bid Conference Type:

Category: Non-Professional Services - Technology

Pre-Bid Conference Date:

Publish Date: 10/1/2020

Close Date: 12/1/2020

Open Responses Date: 12/4/2020

Pre-Bid Conference Time:

Publish Time: 5:00 PM

Close Time: 3:00 PM

Open Responses Time: 10:00 AM

IFB# 3849

Clothing & Footwear

I. PURPOSE:

The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide clothing and footwear to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

Any contract that may result from this solicitation will be a mandatory, term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

II. PERIOD OF CONTRACT:

The initial period of the contract will be from January 1, 2021– December 31, 2021, with 4 optional 1-year renewal periods.

III. BACKGROUND AND/OR HISTORICAL SALES DATA:

The Division of Purchasing and Supply (DPS) is a division of the Department of General Services (DGS). DGS/DPS negotiates contracts to obtain a win-win outcome for both authorized users of the Commonwealth and suppliers. During the past three years (2017-2020), under the current contract, the Commonwealth processed approximately \$3,946,983.00 in orders for clothing and clothing accessories; however, roughly \$1.9 million dollars has been forfeited due to the approval of contract exemptions of items not meeting the needs of the authorized users. Therefore, DGS/DPS is issuing this solicitation in an effort to create a more consolidated and usable contract and to maintain cost efficient pricing for clothing and footwear for the Commonwealth.

IV. SPECIFICATIONS:

The Contractor shall furnish and deliver clothing and footwear as described in the Market Basket (see Attachment F) and the corresponding Contractor's catalog.

A. SALES AND SUPPORT: The Contractor should have the ability to assist Authorized Users in-person at a brick and mortar building. The Contractor shall have a full time sales representative assigned to the Commonwealth to assist Authorized Users, resolve problems, assist in cross-referencing products and facilitate the return of goods process. The Contractor should provide shoe sizing, alterations, embroidery, screen print and installation of patches when applicable for the Authorized User. The Contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. The sales representative for the Commonwealth should

have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, contract product offerings and general product information. The sales representative should be available by phone, fax or email and this contact information shall be provided to the Commonwealth and any Authorized User. Failure to confirm the proper sales and support mentioned above may deem the bid non-responsive.

B. TEST SAMPLES: When requested, the Contractor shall provide test samples of products in sufficient quantities for testing purposes. The samples shall be delivered within 10 business days after receipt of the Authorized User's request.

C. RETURN OF GOODS: Products judged by the Authorized User to be unacceptable may be rejected in whole or in part. All costs associated with rejection are the responsibility of the Contractor. Over-shipments may be accepted at the discretion of the Authorized User. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within 14 calendar days of written notification.

D. DELIVERY: FOB Destination (freight included in price). The prices for all items shall include all standard freight costs. Additional shipping charges will be permitted for rush orders, over-sized orders, special orders and shipments made outside of the Commonwealth. The additional shipping charges will be the responsibility of the Authorized User. Orders requiring additional shipping charges will be quoted to the Authorized User prior to shipment of the order. Contractors and subcontractors must adhere to any and all security requirements related to any facilities that they serve. Various facilities, including the Department of Corrections, may have slightly different security requirements, and it is the Contractor's responsibility to follow all policies of each facility.

E. SUBSTITUTIONS: Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Functionally equivalent product substitutions will be considered provided the Contractor certifies that the function, characteristics, performance and endurance qualities of the material offered are equal to that specified. Substitutes shall not be made without the full knowledge, evaluation and agreement of the Authorized User.

F. PRODUCT ADDITIONS: The Commonwealth recognizes that products and product line additions to the Contractor's standard commercial catalog during the life of the contract are likely to occur. The Commonwealth considers these additions as enhancements and will accept any and all new products that are similar to the current product(s) or product line(s). The Commonwealth shall be notified of new item(s) and/or product line(s). A Contract Modification will not be required for new product(s) added to the Contractor's catalog that are consistent with pre-established contract items and discount structure.

G. MANUFACTURE AUTHORIZATION/CONTRACTOR ELIGIBILITY: Bidders shall submit

with their bid response, a Manufacturer's Authorization Letter stating their qualifications to sell and/or distribute each product line for which the responding Bidder is offering. The authorization letter must be on manufacturer's letterhead and signed by the manufacturer's designee. Failure to provide this information may cause your bid to be considered non-responsive.

H. ADDITIONAL SERVICES: When applicable, the Contractor may be responsible for sewing on emblems, badges, patches and insignia that will be provided by the Authorized User. These services shall be requested at the Authorized User's expense.

I. RESTRICTIONS: Emblems, badges, patches, or insignia that are unique to any Authorized User shall not be sold to the general public nor shall emblems, badges, patches and insignia be sold to any government entity except for those for which the emblems, badges, patches and insignia are the intended use for.

J. MARKET BASKET PRICING: The Bid price shall be in the form of a firm fixed price for the items listed in the "Market Basket". The firm fixed discount percentage off the published list price shall also be provided where designated on the "Market Basket". Firm fixed price and firm fixed discount percentage shall include all charges that may be imposed in fulfilling the terms of the resulting contract. The published list price may be in the form of an Internet website or hard document, but the Commonwealth will not accept nor shall the Contractor prepare and publish a price list exclusive for the Commonwealth of Virginia. It is understood that published list prices are subject to change at any time, but the firm fixed discount percentage will remain the same throughout the term of the contract, to include all renewals, and shall apply to any new product(s) which may be introduced and added. For products not listed in the Market Basket (Attachment XXX), Authorized Users will apply the firm fixed discount percentage to the published unit price in effect at the time the order is placed. Should the price decrease between receipt of the order and shipment of the product, the Contractor shall invoice at the lowest discount price. Price increases after placement of order will not be accepted.

The fixed percentage discount off list price for all published items will **not** be evaluated or considered for contract award. The Commonwealth will evaluate bids based on the Market Basket category pricing only. Only after a Bidder has been awarded one or more Market Basket categories will the Commonwealth evaluate the corresponding fixed percentage discount. If the fixed percentage discount does not appear, at the Commonwealth's sole discretion, to be advantageous to the Commonwealth, the Bidder will only be awarded the Market Basket portion of the contract and shall not provide items other than those listed in the Market Basket as part of this contract. Bidders are not required to bid on all categories; however, Bidders must bid on all Line Items contained in said category in order to be considered for an award for that category.

V. **PRE-BID CONFERENCE:**

THERE WILL BE NO PRE-BID CONFERENCE FOR THIS SOLICITATION.

VI. **SOLICITATION CLARIFICATIONS:**

Questions regarding the solicitation **must be submitted in writing only** to Precious Walters via e-mail at precious.walters@dgs.virginia.gov no later than 2pm on November 16, 2020. Bidder should identify the email by noting the solicitation number "IFB #: 3849" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Bidder's will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements will only be changed by formal written addendum to the solicitation.

There shall be no communication of any type on any aspect of this solicitation, written or otherwise, by any prospective Bidder, including any sub-bidder, Bidder's agent or other type of Bidder representative, with any employee or agency of the Commonwealth of Virginia, with the exception of the DPS Contracting Officer noted in the solicitation, unless a Bidder is instructed otherwise by the DPS Contracting Officer. Failure to comply with this requirement may disqualify a Bidder from participation in this opportunity.

As used in this IFB, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the bid. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary.

VII. **REPORTING REQUIREMENTS:**

A. **CONTRACTOR'S QUARTERLY REPORT OF SALES:**

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Contract.

B. **SURCHARGE ADJUSTMENT FEE:**

Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the

quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in cancellation of the Contract.

C. REPORTING AND PAYMENT SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

D. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the Contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.

IFB SUBMISSION INSTRUCTIONS

A. BID SUBMISSION REQUIREMENTS:

IFB # 3849 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as e-mail, mail or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

Bid Submission:

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

1. The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

Bid Opening:

A public bid opening will be held at 10:00am EST on Monday, November 23, 2020 via Google Hangouts:

Link: meet.google.com/ghn-ytnn-sur
 Number: 470-250-1045
 Pin #: 610 564 538#

VENDOR DATA SHEET

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive.

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Bidder's Primary Contact:
Name: Chrissy Hoyt Phone: 804-323-1855 Email: chrissy@southernpolice.com
equipment.com

3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:
49 Years _____ Months

4. eVA Vendor ID or DUNS Number: 058916180

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: Fauquier County Sheriff Contact: Hope McGee
Phone: (540) 347-3300 Email: Hope.McGee@faulquiercounty.gov
Dates of Service: still servicing \$ Value: _____

B. Company: Newport News Police Dept. Contact: Karen Smith
Phone: (757) 926-3044 Email: smithk11@nva.gov
Dates of Service: still servicing \$ Value: _____

C. Company: Virginia State Police Contact: Sharon Sanchez
Phone: (804) 674-2154 Email: sharon.sanchez@vsp.virginia.gov
Dates of Service: still servicing \$ Value: _____

D. Company: Chesapeake Sheriff's Office Contact: Ginger Bailey
Phone: (757) 382-8777 Email: vbailey@cityofchesapeake.net
Dates of Service: still servicing \$ Value: _____

I certify the accuracy of this information.

Signed: [Signature] Title: Sales Date: 1/14/20

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

STATE CORPORATION COMMISSION FORM

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

Virginia State Corporation Commission ("SCC") registration information: The Bidder:

is a corporation or other business entity with the following SCC identification number:

01332345

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: 

Date: 12/09/2020

Name: GREG BALLENGER

Title: Manager

Name of Firm: Southern Police Equipment Co., Inc



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

November 2, 2020

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: 3849
Commodity: Clothing & Footwear
Dated: October 15, 2020
For Delivery To: Statewide
Bid Due: November 20, 2020 at 1:00 PM EST
Public Bid Opening: November 23, 2020 at 10:00 AM EST

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

The above is hereby changed to read:

1. Reference Attachment A – Section I PURPOSE, paragraph 2 which now reads as follows:

Any contract that may result from this solicitation will be an **optional**, term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

2. Reference Attachment A – Section B. PAYMENT which now reads as follows:

Payment will be made in accordance with the Virginia Prompt Payment Act. State Agencies will pay per §2.2-4350 of the Virginia Prompt Payment Act. Localities will pay per §2.2-4352 of the Virginia Prompt Payment Act. Payments will only be remitted after the receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Payment may be made via a small purchase charge card (SPCC) (refer to the Mandatory Acceptance of Small Purchase Charge Card (SPCC) term and condition), check or EDI depending on how the Contractor is registered with the Department of Accounts. Utilization of the SPCC for payment shall not result in any additional fees (transaction fee, service charge etc.).

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

contract for use by
public bodies and
authorized users
managed by the
Department of
Purchases and Supplies

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

State Agencies will pay
per §2.2-4350 of the Virginia
Prompt Payment Act.
Localities will pay
per §2.2-4352 of the Virginia
Prompt Payment Act.

Name of Firm

Southern Police Equipment

Chloe [Signature] / Sales

Signature/Title

11/2/20

Date



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

November 2, 2020

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bids: 3849
Commodity: Clothing & Footwear
Dated: October 15, 2020
For Delivery To: Statewide
Bid Due: November 20, 2020 at 1:00 PM EST
Public Bid Opening: November 23, 2020 at 10:00 AM EST

The above is hereby changed to read:

1. Reference Closing Date and Time: Change to read "Closing Date and Time: December 14, 2020 at 1:00pm EST.
2. Reference Public Opening Date and Time: Change to read "Public Opening Date and Time: December 15, 2020 at 10:00am EST.
3. Reference Questions Received Until: Change to read "Questions will be received until 2:00pm EST December 4, 2020."

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Precious Walters,

Precious Walters, VCO MBA
Statewide Sourcing & Contracting Officer

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Precious Walters,

Precious Walters, VCO MBA
Statewide Sourcing & Contracting Officer

Southern Police Equipment

Name of Firm

Call Hot / Sales

Signature/Title

11/2/20

Date



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

December 2, 2020

ADDENDUM NO. 3 TO ALL BIDDERS:

Reference – Invitation for Bids: 3849
Commodity: Clothing & Footwear
Dated: October 15, 2020
For Delivery To: Statewide
Bid Due: December 14, 2020 at 1:00 PM EST
Public Bid Opening: December 15, 2020 at 10:00 AM EST

The above is hereby changed to read:

1. Reference Award: Change to read as follows:

“The Commonwealth may make multiple award(s) based on the total sum of each Brand Name in the Market Basket for each Category to the lowest responsive and responsible bidder(s). Additional award(s) may be granted to the next lowest bidder(s) who are within 10% of the lowest bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder to render required services. The Commonwealth reserves the right to conduct any tests 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 is deemed in the sole opinion of the procuring public body to be in its best interest.

2. Reference Attachment F Market Basket: Please refer to “Attachment F Revised Market Basket”.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Precious Walters

Precious Walters, VCO MBA
Statewide Sourcing & Contracting Officer

Southern Police Equipment

Name of Firm

CLL/MS / Sales

Signature/Title

12/2/20

Date



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

December 10, 2020

ADDENDUM NO. 4 TO ALL BIDDERS:

Reference – Invitation for Bids: 3849
Commodity: Clothing & Footwear
Dated: October 15, 2020
For Delivery To: Statewide
Bid Due: December 14, 2020 at 1:00 PM EST
Public Bid Opening: December 15, 2020 at 10:00 AM EST

The above is hereby changed to read:

1. Reference Closing Date and Time: Change to read "Closing Date and Time: December 21, 2020 at 1:00pm EST.
2. Reference Public Opening Date and Time: Change to read "Public Opening Date and Time: December 22, 2020 at 10:00am EST.
3. Reference Questions Received Until: Change to read "Questions will be received until 2:00pm EST December 16, 2020."

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Precious Walters,

Precious Walters, VCO MBA
Statewide Sourcing & Contracting Officer

Name of Firm Southern Police Equipment
Chelle M / Sales
Signature/Title
12/11/20
Date



December 18, 2020

Re: Authorized Letter of Supply for

SOUTHERN POLICE EQUIPMENT CO INC is an authorized retailer of Wolverine Footwear a division of Wolverine Worldwide Inc.

Wolverine footwear is tested to meet the ASTM Standards requirements. This specification covers the minimum design, performance, testing, and classification requirements, and prescribes fit, function, and performance criteria for footwear designed to be worn to provide protection against a variety of workplace hazards that can potentially result in injury.

Wolverine Footwear hereby certifies that each end product delivered under this contract meets the ASTM F2413 - 11 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear.

Jess Huston
(Officer of the company)

Sales Manager
Title

12/18/2020
Date



To Whom This May Concern,

Southern Police Equipment, USA10053_1, is an authorized 5.11 Tactical reseller.

5.11 product that is purchased from Southern Police Equipment is covered under 5.11's full warranty.

Regards,

Angel Ramirez

5.11® DEV CENTER

1360 Reynolds
Irvine, CA 92614
Tel: 949.800.1511
Fax: 949.777.4795

5.11® OPS CENTER

4300 Spyres Way
Modesto, CA 95356
Tel: 209.527.4511
Fax: 209.527.1511

 **ALWAYS BE READY.**



9341 COURTLAND DRIVE NE
ROCKFORD, MI 49341

11/13/2020

To all concerned,

“Southern Police Equipment” is an authorized distributor for Bates footwear, a division of Wolverine Worldwide, Inc.

Thank you,

Ross VanderKamp



Ross VanderKamp
Sales Manager

C: (360) 635-7967
9341 Courtland Dr. NE,
Rockford, MI 49351



17634 NE Airport Way | Portland, OR 97230 | 503.262.0110

19 November 19, 2020

Southern Police Equipment
ATTN: Ms. Chrissy Hoyt
7609 Midlothian Turnpike,
Richmond, VA 23235

Ms. Hoyt

This letter is to confirm Southern Police Equipment- Account 10605726 as a valid supplier of Danner Boots Inc. and confirm your company's authorization to bid and provide a full quote in response to the State of Virginia Bid IFB38491. Please feel free to contact your primary Sales Representative- Mr. Wade Kelley with any specific questions or concerns.

Sincerely,



Don Nelson

Director of Government Sales
LACROSSE FOOTWEAR, INC.

MOBILE 503.866.2852
FAX 503-382.2507



VF Workwear
545 Marriott Drive Suite 200
PO Box 140995
Nashville, TN 37214-0995

December 4, 2020

Southern Police Equipment
7609 Midlothian Turnpike
Richmond, VA 23235

To whom it may concern:

This letter is to verify that Southern Police Equipment currently has an active account with VF Workwear. The account allows them access to the Red Kap and Dickies brands.

Please let me know if you have any questions or need any other information.

Sincerely –

Michelle Barber
VF Workwear
Inside Sales Manager



17 Research Park Drive
Weldon Spring, MO 63304
www.propper.com

December 11, 2020

SOUTHERN POLICE EQUIPMENT COMPANY
7609 Midlothian Turnpike
Richmond, VA 23235

To Whom It May Concern:

Propper International is pleased to have Southern Police Equipment Company as a valued distributor in good standing for our commercial line of authentic military and law enforcement apparel.

In order to serve you more efficiently, please refer all inquiries for technical information and sales support directly to Southern Police Equipment Company or their designated sales representative.

Sincerely,

Allison Gluck
Customer Service Manager
Phone 636-685-1054



39 East Canal Street, Nelsonville OH 45764 • PH: 740.753.1951 • F: 740.753.4024 • rockybrands.com

December 18, 2020

To Whom It May Concern:

This letter serves as notice that Southern Police Equipment Company is a preferred authorized vendor of Rocky Brands, Inc. whose account is in good standing with our company. Rocky Brands, Inc. is a source of supply, with sufficient quantities of product for Southern Police Equipment Company

Sincerely,

CJ Ruppert,
Territory Sales Manager
Rocky Brands, Inc.





To whom it may concern:

Southern Police Equipment – Richmond VA, is an Authorized dealer for Thorogood shoes.

Zach Moore

Territory Manager

336-848-0655

zach@easterndynamicsinc.com




TBL LICENSING LLC
200 Domain Drive
Stratham, New Hampshire 03885 U.S.A.

December 10, 2020

Attn: Chrissy Hoyt
chrissy@southernpoliceequipment.com
Southern Police Equipment Co.
7609 Midlothian Turnpike
Richmond VA 23235

Dear Ms. Hoyt,

RE: Letter of Authorization

TBL Licensing LLC and its affiliates (collectively, "Timberland") the owner of the trademark registrations "Timberland", "Timberland PRO" and the PRO logo () (hereinafter the "Timberland Trademarks") hereby confirms that Southern Police Equipment Co. is an authorized account for footwear, apparel and accessories bearing the Timberland Trademarks.

This authorization will expire on December 31, 2021 unless earlier revoked by Timberland. Any questions regarding the details of this letter should be addressed to:

Kristine Scholtz-Ohlund – Paralegal – Brand Protection
T: 603-773-1514 or Email: Kristine_Scholtz@vfc.com.

Sincerely,

Kristine E. Marvin
Vice President

cc: J. Smith



December 7, 2020

To Whom It May Concern,

This letter is to verify that ATLANCO, LLC. is the owner and manufacturer of the TRU-SPEC® & 5ive Star Gear® Brands. TRU-SPEC® is an apparel brand and leading supplier of uniforms and personal equipment to the military, law enforcement, and public safety markets. 5ive Star Gear® is a top line brand of outdoor gear and personal equipment for military, law enforcement, public safety, and the outdoor survivalists.

As the manufacturer of TRU-SPEC® & 5ive Star Gear®; ATLANCO, LLC. confirms that Southern Police Equipment (SPE) is a verified dealer all ATLANCO, LLC. brands and is in good standing. SPE is authorized to resell all ATLANCO, LLC. Products to all Local, State, and Federal entities.

Respectfully,

Mike Marziale
Chief Operating Officer
ATLANCO, LLC

BRAND	RENEWAL % DISCOUNT
5.11	12%- Footwear 17%- Clothing
ALTAMA	25%
BATES	40%
BELLEVILLE	25%
BLACKINTON	27%
BLUE GENERATION	27%
BOSTON LEATHER	30%
CAPPS	20%
COBMEX	25%
CONDOR	20%
DAMASCUS	38%
DANNER	25%
DICKIES	20%
FIRST TACTICAL	17%
GENTEX/OPS CORE	10%
GH ARMOR	33%
GOULD & GOODRICH	37%
HWI	35%
KROLL CORP	25%
LIBERTY UNIFORM	25%
MERRELL	30%
MIRA SAFETY	20%
MOCEAN	20%
NATIONAL TARGET	25%
NEESE/RADIANS	25%
NEWPORT HARBOR	30%
NIGHTSTICK	20%
OTTO INTERNATIONAL	27%
ORIGINAL FOOTWEAR	30%
PEERLESS	30%
PERFECT FIT	25%
PROPPER	17%
RED CAP	20%
ROCKY	20%
ROTHCO	25%
SABRE	20%
SAFARILAND/KROLL	25%
SAMUEL BROOME	25%
SHOE CORP	27%
SMITH & WARREN	30%
STRATTON HATS	10%
STREAMLIGHT	45%
SURVIVAL ARMOR	52%
TACT SQUAD	35%
TAYLORS LEATHER	10%
THOROGOOD	30%
TIMBERLAND	22%
TRUE SPEC / ATLANTCO	25%
TRIPLE K	30%
UNCLE MIKES	40%
UNDER ARMOUR	30%
VFI IMAGEWEAR / RED KAP	30%
VEGA	20%
WILEY X	20%
WEINBRENNER	25%
WOLVERINE	25%



Southern's
BEST

Southern Police Equipment
7609 Midlothian Tnpk.
Richmond, Va. 23235

chrissy@southernpoliceequipment.com
Ph. 800-542-5243
Fax 804-323-5067
Chrissy R. Hoyt

QUOTATION

TO: Fauquier Sheriff
ATTN: Hope McGee

PH:
Email hope.mcgee@fauquiercounty.gov

DATE	TERMS	FOB	DELIVERY
8/15/2024			8-12 weeks aro

SKU#	DESCRIPTION	QTY	UM	UNIT PRICE	TOTAL
1 S42DB	Stratton Sheriff style straw hat, double brim, black w/ black ribbon, no vent holes no badge holes	138	Ea	\$ 122.75	16939.50
		15			
	Shipping Estimate				500.00
	VA STATE CONTRACT# CTR005608-6				
Southern Police Equipment		Cage Code : 1TM05		FOB Origin	
7609 Midlothian Turnpike		Tax ID# 52-0939316		Delivery:	
Richmond, VA 23235		Duns# 058916180		Std Mfg Warranty	
804-323-1855		CCR Registered			
804-323-5067 Fax		ORCA Registered			
POC: Chrissy Hoyt		Small Business, Woman Owned			

TOTAL 17439.50