

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1. DATE April 7, 2009
2. COMMODITY NAME Fabric, Vinyl-Polyester Laminated Ticking
3. CONTRACT NUMBER 85084-01-09
4. CONTRACT PERIOD April 1, 2009 through March 31, 2010
5. SUPERSEDES 8508402-08
6. AUTHORIZED USERS Virginia Industries for the Blind
7. DUNS NUMBER 093491335
8. CONTRACTOR Aberdeen Road Products DBA Herculite Products, Inc.
9. CONTRACTOR(S) PHONE NUMBER 800-772-0036
10. TERMS ½% 10 days, Net 30
11. DELIVERY 14 Days ARO
12. F.O.B. Destination
13. MINIMUM ORDER 30 Linear Yards
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Cindy Wilson
Phone: (804) 786-3853
Fax: (804) 786-0223
E-mail: cindy.wilson@dgs.virginia.gov
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: /s/ Cynthia W. Wilson
Cynthia W. Wilson, MBA, CPPO, CPPB, VCO
Statewide Contract Officer
Phone (804) 786-3853

INSTRUCTIONS

1. Orders: Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia may order items listed by issuing agency purchase orders (Form DPS-41-056) or by issuing their own purchase order form.

Written Purchase Orders Required by the Contractor. **When required by the contractor**, state agencies and public bodies will supply written purchase order forms for orders under \$5,000.

Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than \$5,000.

E-Procurement: Issue orders through the Commonwealth of Virginia e-procurement system also known as eVA.

Charge Card: An ordering and payment process under contract with Bank of America (BOA) VISA. Each order must not exceed \$5,000 – payment will be made by BOA VISA within three business days. Acceptance of BOA VISA Purchasing Card is mandatory within 90 days of this renewal unless waived by DPS.

2. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
3. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
6. Renewals. **There are no renewal periods remaining.**
7. Price Adjustments. During the current term of the contract, price escalation may be allowed every 180 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
8. **FLAME RETARDANT**: All products offered must be flame retardant in accordance with Federal Standard #191, Method 5903 vertical flame test, after flame 5.0 seconds max char length 7.0" max.
9. **E.P.A. REGISTRATION**: Registration number for all products listed on award sheets is 10466 – 38.

10. **MINIMUM ORDERS**: Minimum orders will be 300 linear yards of a single item. For orders less than the minimum order, the Contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment or the agency may purchase such items off contract from other sources. Partial shipments of less than minimum order value, which are made at the option of the contractor shall be FOB Destination with no transportation charges added. If at the agency's request shipments are made below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

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

12. **CERTIFIED TEST REPORTS ON REQUEST**: When requested, contractor shall provide a copy of a certified test report from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.

85084-01-09 FABRIC, VINLY, POLYESTER LAMINATED TICKING
 APRIL 1, 2009 THR MARCH 31, 2010

VENDOR ORDER ADDRESS LIST

<u>FIN</u>	<u>NAME/ADDRESS/CONTACT PERSON</u>	<u>TELEPHONE</u>
233009384	HERCULITE PRODUCTS, INC. P. O. BOX 435 ABERDEEN ROAD EMIGSVILLE, PA 17318-0435	800-772-0036 717-764-5211 FAX
	WILLIAM WANNER wwanner@herculite.com CAROL DELLER cdeller@herculite.com	

Item	Description	Price
00020	<p>FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TAPE EDGE, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: GREEN, ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED. APPROXIMATE 125 YARDS/ROLL.</p> <p>MFGR.: HERCULITE NO.: 100750 IF 1 1/4" OR 100754 IF 7/8" TAPE</p>	<p>\$ NO CHARGE LNYD</p>
00030	<p>FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TICKING, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: GREEN, WIDTHS 31 1/2 (+/- 1/2) . PUT UP 100 YARDS/BOLT. EACH BOLT ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED.</p> <p>MFGR.: HERCULITE PRODUCTS, INC NO.: 100568</p>	<p>\$ 1.30 LNYD</p>
00040	<p>FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TICKING, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: GREEN, WIDTHS 36 1/2 (+/- 1/2) . PUT UP 100 YARDS/BOLT. EACH BOLT TO BE ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED.</p> <p>MFGR.: HERCULITE NO.: 100576</p>	<p>\$ 1.53 LNYD</p>
00050	<p>FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TICKING, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: GREEN, WIDTHS 39 1/2 (+/- 1/2) . PUT UP 100 YARDS/BOLT. EACH BOLT ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED.</p> <p>MFGR.: HERCULITE NO.: 100586</p>	<p>\$ 1.64 LNYD</p>

00060 FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TICKING, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: GREEN, WIDTHS 54 1/2 (+/- 1/2) . PUT UP 100 YARDS/BOLT. EACH BOLT ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED.

\$ 2.18
LNYD

MFGR.: HERCULITE NO.: 100603

00070 FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TICKING FORMULATED TO BE COMPATIBLE WITH HIGH RESILIENT FOAM AND NEOPRENE FOAM. VINYL COMPONENT TO BE RESISTANT TO MIGRATION OF PLASTICIZER INTO HIGH RESILIENCY FOAMS (2" x 2" SPECIMENTS IN CONTACT WITH FOAM WITH 5 LB. TOP WEIGHT SHALL NOT LOSE MORE THAN 4.5% WEIGHT IN FOUR WEEKS AT 122 DEGREES F.) VINYL LAMINATED, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM AND NEOPRENE FOAM, POLYMERIC VINYL WITH STABILIZED PLASTICIZER SYSTEM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: TAN OR FAWN. WIDTHS 36 1/2 (+/- 1/2"), PUT UP 100 YARDS/BOLT. EACH BOLT ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED.

\$ 1.72
LNYD

MFGR.:HERCULITE NO.: 100575

00080 FABRIC, 3-PLY VINYL-POLYESTER LAMINATE MATTRESS TICKING FORMULATED TO BE COMPATIBLE WITH HIGH RESILIENT FOAM AND NEOPRENE FOAM. VINYL COMPONENT TO BE RESISTANT TO MIGRATION OF PLASTICIZER INTO HIGH RESILIENCY FOAMS (2" x 2" SPECIMENTS IN CONTACT WITH FOAM WITH 5 LB. TOP WEIGHT SHALL NOT LOSE MORE THAN 4.5% WEIGHT IN FOUR WEEKS AT 122 DEGREES F.) VINYL LAMINATED, POLYESTER SCRIM, WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM AND NEOPRENE FOAM, POLYMERIC VINYL WITH STABILIZED PLASTICIZER SYSTEM, ANTIMICROBIAL AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE EPA REGISTRATION NUMBER). WEIGHT PER SQUARE YARD: 9-1/2 TO 10-1/2 OZ. COLOR: TAN OR FAWN. WIDTHS 39 1/2 (+/- 1/2"), PUT UP 100 YARDS/BOLT. EACH BOLT ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL NOT ACCEPTED.

\$ 1.83
LNYD

MFGR.: HERCULITE NO.: 100584

00090

FABRIC, 2-PLY VINYL-POLYESTER LAMINATE
"MICROVENTED" PILLOW TICKING. NON-WOVEN BACKING,
WATERPROOF, COMPATIBLE WITH HIGH RESILIENT FOAM
AND NEOPRENE FOAM, MICRO AIR VENT, ANTIMICROBIAL
AND ANTIFUNGAL (ANTIMICROBIAL SYSTEM MUST HAVE
EPA REGISTRATION NUMBER). MINIMUM WEIGHT PER
SQUARE YARD: 5.5 OZ., MAXIMUM 7 OZ. COLOR: GREEN
WIDTH 54" (+/-1/2) PUT UP 100 YARDS/BOLT. EACH BOLT
ONE CONTINUOUS PIECE OF MATERIAL. DEFECTS IN ROLL
NOT ACCEPTED.

\$ 1.35
LNYD

MFGR.: HERCULITE NO.: 103422