

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY

1111 E. BROAD STREET, P. O. BOX 1199
RICHMOND, VIRGINIA 23219-1199

Changes shown in
red text.

NOTICE OF CONTRACT RENEWAL

Contract #: **E194-68014**

1. DATE: March 1, 2013
2. CONTRACT NUMBER:**E194-68014** (Replaces old # E194-1410)
3. COMMODITY NAME:.....Cotton Batting, Fire-Retardant Batts and Bales
4. CONTRACT PERIOD: **March 1, 2013 through February 28, 2014**
5. AUTHORIZED USERS:**Single Agency Only** - Dept. for the Blind and
Vision Impaired – VA Industries for the Blind
1102 Monticello Road, Charlottesville, VA 22902
6. NIGP COMMODITY CODE/NAME.....85034–Cotton Staple, Bales and Batts
7. CONTRACTORS’ eVA ID #: **E2997**
8. CONTRACTOR / VENDOR:.....**Jones Fiber Products, Inc.**
134 Pope Road
Morristown, TN 37816
9. **Vendor Contact:****Alan Posner**
Telephone: 901-948-4469
Fax: 901-948-4123
E-mail: aposner@jonesyarn.com
10. TERMS:Net 30
11. DELIVERY: 14 calendar days ARO
12. F.O.B.:Destination, Freight Included
13. PRICES & OPTIONS:See Pricing Schedule
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Kim Hatala
Telephone: (804) 786-3849
E-mail: kim.hatala@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov

NOTICE TO ALL STATE AGENCIES: This Single-Agency Contract is the result of a competitive bid program and is available for use only by DBVI/Virginia Industries for the Blind.

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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INSTRUCTIONS

1. ORDERS: Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported on the "Complaint to State Vendor Form" (DGS form # DGS-41-024). This form shall be sent to the vendor to facilitate their notification and a copy sent to the Division of Purchases and Supply. The form is available on www.eva.virginia.gov (Click on the Buyer Tab, then click on "Procurement Complaint Form").
5. Renewals. This contract has **Two (2)** optional one-year renewal period remaining. The contract will be resolicited by the Commonwealth at a reasonable time (approximately 120 days) prior to the expiration.
6. Price Adjustments. See Price Escalation/De-Escalation clause.
7. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
8. Please contact the DPS Contract Officer for a full copy of the Contract, including all Terms and Conditions.

PRICE SCHEDULE

The Contractor shall furnish and deliver the ordered goods in accordance with the contract at the following pricing, shipped FOB Destination-Freight Included. Please refer to the Contract file for full terms and conditions of the Contract.

LINE ITEM #	FIRE-RETARDANT COTTON BATTING DESCRIPTION	UNIT PRICE PER POUND
1	<u>HEAVY STITCHED</u> TO NON-WOVEN BACKING, Vendor Part # 101FRST	TRUCKLOAD (TL) *
2		Less-Than-Truckload (LTL) **
3	<u>LIGHT STITCHED</u> PADS TO NON-WOVEN BACKING, Vendor Part # 101FRST	TRUCKLOAD (TL) *
4		Less-Than-Truckload (LTL) **
5	<u>NON-STITCHED COTTON FELT</u> , Vendor Part # 101FR.	TRUCKLOAD (TL) *
6		Less-Than-Truckload (LTL) **

*** Truckload (TL) Pricing:**

Unit price is price "per pound" for any Single or Combined Purchase Order(s) when the sum of all PO lines total 20,000 Lbs. or more. See Contract Specifications -Attachment A. Various Sizes as ordered, shipped FOB Destination, Freight Included.

**** Less-Than-Truckload Pricing:**

Unit price is price "per pound" for any Single or Combined Purchase Order(s) when the sum of all PO lines total 19,999 Lbs. or less. See Specifications-Attachment A] Various Sizes as ordered, shipped FOB Destination, Freight Included.

The information provided below is excerpted from the Contract – Please contact the DPS Contract Officer if additional information is needed)

GENERAL SPECIFICATIONS

1. **Pricing:** The Contractor shall furnish and deliver the goods in the quantities and sizes as ordered by the using agency (DBVI). A Purchase Order may contain a combination of Contract Line Items in various sizes. The Unit Price per pound for each contract item listed on a Purchase Order shall be determined per the following;
 - I. **Truckload (TL):** If the total combined weight, rounded to the next whole pound, of all items listed on a purchase order, equals 20,000 pounds or more, then the Unit Price for all items shall be the per pound price indicated for Truckload Quantities.
 - II. **Less-than-Truckload (LTL):** If the total combined total weight, rounded to the next whole pound, of all items listed on a purchase order equals 19,999 pounds or less, then the Unit Price for all items shall be the per pound price indicated for Less-than-Truckload Quantities.
 - III. **Combining Purchase Orders:** The Contractor shall combine purchase orders when possible to make up truckload quantities. However, all deliveries shall meet the required delivery time unless approval is given by the end user to hold the order to make a truckload delivery. The Contractor shall submit invoices reflecting the Truckload (TL) pricing for any orders combined to make a truckload delivery. The Contractor shall notify the ordering agency so a Purchase Order change reflecting the truckload unit pricing can be issued.
2. **Compulsory Sources:** Any Contractor, which intentionally sells, or attempts to sell goods or services to a State Agency, which are available through a mandatory source or under contract with another vendor, may result in suspension and/or debarment. The Contractor shall meet this requirement by periodically reviewing the Commonwealth's list of State Contracts and the Vendors Manual at www.eva.virginia.gov
3. The Contractor shall ensure that all goods and services bid and furnished under this contract complies with all contract requirements and terms, applicable State and Federal regulations, industry standards and the supplier's shipping requirements and recommendations. *See Technical Specifications and Terms & Conditions for additional information and requirements.*
4. **Delivery Date:** The Contractor shall deliver all requested contract items within 14 calendar days after receipt of Purchase Order. The Contractor shall stock an adequate supply to ensure this delivery date is met for the duration of the contract.

TECHNICAL SPECIFICATIONS:

Fire-Retardant Cotton Batting; Heavy and Light Stitched Pads: The Contractor shall provide the goods and services meeting or exceeding the following minimum specifications;

- a) Shall be stitched to non-woven 100% polyester backing with channel-stitched rows a minimum of 4 inches apart.
- b) Content shall consist of new and unused blend of 60% by weight linters and 40% weight cotton binders.
- c) Cotton shall be homogeneously treated with boric acid in volume to yield a minimum net of 10% of the weight of the cotton.
- d) Cotton shall be treated to print to garneting to insure uniform adhesion to cotton fibers.
- e) Shall not support combustion or smolder.
- f) Shall meet or exceed the Commonwealth of Virginia’s State Fire Marshal’s Code California Bureau of Home Furnishing Technical Bulletin 117, UFAC filling/padding component test method.
- g) Shall comply with the regulations of the Virginia State Fire Marshal’s Office.
- h) Shall be certified and compliant with the following, as applicable;

National Cotton Batting Institute (NCBI) Certified as Fire & Flame Retardant.	Virginia Flammability Standard NFPA 267 and ASTM E1590
UL Certified – Fire Retardant	Federal Flammability Standard 16 CFR 1633
Virginia Department of Housing regulations	VA State Fire Marshal’s Office Regulations

- i) Packaging: Shall be packaged industry standard of **bale packaging** with protective wrap. Each bale shall be properly labeled and clearly indicate the product type, size and quantity.
- j.) Shipments: All shipments shall be palletized and stretch wrapped.
- k) Sizes: The Ordering Agency will determine and indicate the size(s) at the time of order placement. Sizes may include, but not limited to, the following typical sizes;

- 21 x 54 x 3.25 oz/sq.ft (actual wt. = 3 Lbs.)
- 76 x 104 x 6.50 oz/sq.ft. (actual wt. = 22 Lbs.)
- 76 x 124 x 6.50 oz/sq. ft. (actual wt. = 22 Lbs.)
- 80 x 148 x 6.50 oz/sq.ft. (actual wt. = 26 Lbs.)
- 26 x 76 x 3.25 oz/sq.ft. (actual wt. = 33 Lbs.)
- 31 x 76 x 3.25 oz/sq.ft. (actual wt. = 2.75 Lbs.)
- 37 x 81 x 3.25 oz/sq.ft. (actual wt. = 3.25 Lbs.)
- 80 x 104 x 6.5 oz/sq.ft. (actual wt. = 23 Lbs.)

Fire-Retardant Cotton Felt Batts, non-stitched; The Contractor shall provide the goods and services meeting or exceeding the following minimum specifications;

- a) **CERTIFICATE OF COMPLIANCE:** Contractor shall submit 2 copies of Certification of Compliance with each shipment invoice stating that the furnished product is in full compliance with the above specification for the Grade Felt specified and in full compliance with flammability standard.
- b) Shall be treated with 10% dry boric acid by weight for fire resistancy /retardancy.

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UL Certified – Fire Retardant	Federal Flammability Standard 16 CFR 1633
Virginia Department of Housing regulations	VA State Fire Marshal’s Office Regulations

- c) Shall be certified and compliant with the following, as applicable;
- d) Packaging: Batts shall be folded twice, in thirds, and packaged in bundles consisting of a maximum of 12 bats per bundle. Bundles shall be securely wrapped in cardboard or plastic and properly strapped or tied that permits stacking. The Contractor must ensure all items are packaged to provide complete protection from all damage during shipment. All bundles must be properly labeled and clearly indicate the product description, size and quantity.
- e) Shipments: All shipments shall be palletized and stretch wrapped
- f) Sizes: Shall be furnished in rectangular batts, minimum of 48 in. wide x approximately 85 in. long, with weight per bat of approximately 10 lbs. to yield a 7/8" nominal loft thickness.

VOLUME REPORTS:

A.5.1. Purchase Volume Report (PVR): The Contractor shall furnish the Division of Purchases and Supply a PVR in accordance with the Special Terms and Conditions "*Purchase Volume Report*". The PVR shall be provided electronically in Excel, formatted similar to the example below and be itemized to include the minimum purchase information listed. There shall be no exceptions from this requirement without a written request approved by the Contract Officer.

A.5.2. Final Actual Involvement Report: The Contractor shall submit to the Contract officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses, women-owned businesses and minority-owned businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is shown below.

A.5.3. The Contractor shall also respond to and deliver any requested non-scheduled reports or inquiries from the Contract Officer, or his/her designee as requested and at no extra charge.

Example A.5.1- Purchase Volume Report

Contract # _____					Coverage Period _____ to _____					
Order Date	Agency Name	Agency Acct. #	Agency PO#	Origin Zip Code	Dest. Zip Code	Freight Category	Freight Class	Total # Pkgs	Total Weight	Invoice Total
TOTALS										

Example A.5.2 – Final Actual Involvement Report

Contract # _____		Coverage Period _____		ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
FIRM NAME, ADDRESS, AND PHONE NUMBER		TYPE GOOD/SERVICES				
TOTALS						