

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT AWARD

1. DATENovember 28, 2007
 2. COMMODITY NAME..... **Mattress Cushioning**
 3. CONTRACT NUMBER **56520-05-08**
 4. CONTRACT PERIOD.....November 26, 2007 through November 25, 2010
 5. SUPERSEDES 5652005-70
 6. AUTHORIZED USERS Virginia Industries for the Blind
 7. CONTRACTORS' FEI NUMBER251530068
 8. CONTRACTORChestnut Ridge Foam, Inc.
..... P. O. Box 781 / Route 981 North
.....Latrobe, PA 15650-0781
 10. CONTRACTORS' PHONE NUMBER..... (800) 234-2734 Ext 5021; Fax (724) 537-9003
 11. TERMS – Net 30
 12. DELIVERY..... 30 Days
 13. F.O.B..... F.O.B. Destination
 14. MINIMUM ORDER See Attached
 15. FOR FURTHER CONTRACT INFORMATION CONTACT: Chris A. Nichols
Phone (804) 786-3849 Fax (804) 786-0223
 16. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov.
 17. NOTICE TO VIRGINIA INDUSTRIES FOR THE BLIND: This contract is the result of a sole source program and its use is mandatory in the purchase of the commodities. If any commodity available under this contract cannot be used by Virginia Industries for the Blind, a request to purchase other goods or services of a similar nature shall be submitted to the DGS/DPS contract 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: 
Statewide Commodity Contract Officer

INSTRUCTIONS

1. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed 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 and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of Virginia Industries for the Blind.
4. 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 website.
5. Renewals. Two successive one year renewals remain. The decision as to whether to renew will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
6. Price Adjustments. During the current term of the contract, price escalation for raw materials may be allowed as provided every 180 days, if justified. A 2% inflationary percentage may be applied at the end of each 360 day period. 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.
7. **Minimum Order**: Minimum orders will be 4,000 board feet for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than 4,000 board feet, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
8. **Delivery Service**: Delivery of all requested contract items shall be made within 30 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
9. **CERTIFICATE OF COMPLIANCE**: All orders will require Certificate of Compliance (C of C) and Test Reports to be shipped with every order and they may be subject to government source inspection.

CONTRACT NO.: 56520-05-08
COMODITY NO: 56520 MATTRESS, CUSHIONING
November 26, 2007 Through November 25, 2010

<u>FIN</u>	<u>VENDOR NAME AND ADDRESS</u>	<u>TELEPHONE</u>
251530068	CHESTNUT RIDGE FOAM, INC. (s) Post Office Box 781 Rt. 981 North Latrobe, PA 15650-0781	(724) 537-9000 Phone (800) 234-2734 Toll Free (724) 537-9003 FAX
	CONTACT: Carl Ogburn E-MAIL: cogburn@chestnutridgefoam.com	

CONTRACT NO.: 56520-05-08

COMMODITY: MATTRESS, CUSHIONING # 56520

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>
	Cushioning, Mattress, Quilting, 100% Poly Chloroprene Latex, Permanently Fire-Resistant, Open Cell, 3/8" Thick, Scrim Reinforced, per attached specifications dated July 2005.		
20	4,000 BF (Minimum Order)	1-BF	\$ <u>2.348</u> /BF
40	30,000 BF (Approximately Truck Load)	1-BF	\$ <u>2.259</u> /BF
	Cushioning, Topper Pad, Polychloroprene Latex Compound, Open Cell, Breathable, Fire-Resistant, Low Smoke, per attached specification dated July, 2005, Chestnut Ridge CR Safeguard.		
60	4,000 BF (Minimum Order)	1-BF	\$ <u>1.994</u> /BF
80	30,000 BF (Approximately Truck Load)	1-BF	\$ <u>1.905</u> /BF

Specifications 7/2005

NAVSEA 05Z6 PD 5

Table IV — Listing of Component and End Item Examination and Tests

Test Item	Characteristic	Requirement	Inspection Method
Upholstery Ticking, Border Ticking, Flange, Tape 1/,and Pocketing Material 2/	Component and Material Inspection		
	Tear Strength 3/	Section 3	ASTM D 1424
	Breaking Strength3/	Section 3	ASTM D 5034
	Performance Characteristics		
	Initial Flammability:		
	Char Length	Section 3	ASTM D6413
	After Flame	Section 3	ASTM D6413
	Molten and/or Flaming Drops	Section 3	ASTM D6413
	Flammability after 15 Launderings:		
	Char Length	Section 3	FED-STD-191 Method 5556 ASTM D6413
	After Flame	Section 3	FED-STD-191 Method 5556 ASTM D6413
	Molten and/or Flaming Drops	Section 3	FED-STD-191 Method 5556 ASTM D6413
	Cushioning and Insulator Pad	Performance Characteristics	
Flammability:			
Char Length		Section 3	ASTM D6413
After Flame		Section 3	ASTM D6413
Molten and/or Flaming Drops		Section 3	ASTM D6413
Flame Spread		Section 3	ASTM E 162
DMAX		Section 3	ASTM E 162
Dry Heat Aging/Compression Force Deflection		Section 3	ASTM D 3574 Methods C and K
Mattress	Physical Characteristics		
	Dimensions	Section 3	4.5.2.1
	Weight	Section 3	4.5.2.2
	End Item Performance Characteristics		
	Flame Resistance	Section 3	NFPA 267 (Modified)
	Durability	Section 3	
	Visual Characteristics		
	Visual Defects	Section 3	Visual and 4.5.4

1/ Only Molten and/or Flaming Drops requirement applies to Tape.

2/Only Initial Flammability requirements apply to Pocketing Material.

3] Tear Strength and Breaking Strength apply to Upholstery and Border Ticking.

4.2.1 First article units. The mattresses selected as sample units from the first article lot shall be thoroughly checked for all mattress requirements in Table IV and this purchase description. The sample size of the first article lot shall be specified in the contract. The sample shall be representative of the construction, workmanship, components, and materials to be used during production. The first article inspection samples shall be furnished to the Government by the contract (see 6.2).

Specifications 7/2005

SPO100-95-D-4077

Cushioning and Insulator Pad	Flammability:	
	Char Length	5.0 inches max
	After Flame	2.0 seconds max
	Molten and/or Flaming Drops	None
	Flame Spread	10 4/
	DMAX	200 and No Molten and/or Flaming Drops 4/
	Dry Heat Aging / Compression Force Deflection	No more than 20% change in compression force deflection

1. Only Molten and/or Flaming Drops requirement applies to Tape.
2. Only Initial Flammability requirements apply to Pocketing Material.
3. Tear Strength and Breaking Strength apply to Upholstery Ticking and Border Ticking.
4. When materials are not identical on both sides, each side shall be tested as a different specimen (does not apply to Cushioning).
5. **CERTIFICATE OF COMPLIANCE:** All orders will require Certificate of Compliance (C of C) and Test Reports to be shipped with every order and they may be subject to government source inspection.