CONTRACT RENEWAL AGREEMENT
Master Agreement - E194 - 692 To Include Modification #1

Document Id: 692

Title: INNERSPRING UNITS, Bonnel Knotted Coil

Print Date: 9/27/2011

Procurement Folder: 46151

Procurement Type: IFB

Effective Begin Date: 10/1/2011

Expiration Date: 9/30/2012

On Behalf Of Name: Wayne Wymer

Phone: 434-295-5168

Authorized Departments: Department for the Blind & Vision Impaired

Email: wayne.wymer@dbvi.virginia.gov

Description: INNERSPRING UNITS, Bonnel Knotted Coil-Term contract

Contact Information

Cindy Wilson

Phone: 804-786-3853

Email: Cindy.Wilson@dgs.virginia.gov

Vendor

Legal Name: MASTERACK LEGGETT & PLATT

Contact Name: Leggett & Platt Inc.

Location Legal Name: High Point Spring

Contact Email: Dan.Grady@LEGGETT.COM

Contact Phone: 336-884-4306

Vendor Type: Primary

MA Number: - 194-692

Terms: 2% 30 Days

Ship To

Attention:

Shipping Location: Virginia Industries for the Blind - Charlottesville

Shipping Street Address 1: 1102 Monticello Road

Shipping City: Charlottesville

Shipping State: VA

Shipping Zip: 22902

Bill To

Attention:

Billing Location: Virginia Industries for the Blind - Charlottesville

Billing Street Address 1: 1102 Monticello Road

Billing City: Charlottesville

Billing State: VA

Billing Zip: 22902

TERMS AND CONDITIONS

VENDORS MANUAL: This contract 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 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.dgs.state.va.us/dps under "Manuals."

PRECEDENCE OF TERMS

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 contract, the Special Terms and Conditions shall apply.

TESTING AND INSPECTION

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

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 CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to

audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT

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

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.

AVAILABILITY OF FUNDS

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

CANCELLATION OF CONTRACT

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 be terminated by either party, 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.

AUDIT

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

PRICE ESCALATION (1 of 2)

PRICE ESCALATION/DE-ESCALATION (part 1 of 2): Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Producers Price Index. No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 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.(continued in part 2)

PRICE ESCALATION (2 of 2)

PRICE ESCALATION/DE-ESCALATION (part 2 of 2): The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

RENEWAL OF CONTRACT

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

WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of _one year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

PURCHASE VOLUME REPORT:
Purchase Volume Report-Single Agency Contracts: The contractor shall furnish the Division of Purchases and supply report of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule: 1. The first report shall include purchases made in the first six months of the contract. 2. For contracts of one year, the Contractor shall furnish a second report listing the purchases made in the first nine months of the contact. In addition, for contacts exceeding one year, the contractor shall furnish reports at the end of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract. All reports shall be delivered to the division of Purchases and supply no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract.

DELVERY SERVICE: Delivery of all requested contract items shall be made within 48 hours after pickup of copy. Contractor shall carry an adequate stock at a shipping point sufficiently proximate to delivery destinations to insure such delivery service for the duration of the contact. The Division of Purchases and Supply reserve the right to purchase on the open market and to charge any excess in contract price to the contractor in the event the above delivery service requirement is not met.

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth.

DELIVERY TIME: Delivery Time at Virginia Industries for the Blind Plant in Charlottesville, VA is 7:30 AM to 3:30 PM.

MINIMUM ORDERS: Minimum order will be Innerspring Units of mixed sizes and types ordered as required.

SPECIFICATIONS: Innerspring Mattress Unit, Bonnel, Knotted Coil. Dormitory Type: 312 Coil count double unit, 13 gauge minimum with 6 gauge border rod. Sizes: 34 ½” x 73 ½” x 5”, Minimum Row count: 8 x 24/34 ½” x 78 ½” x 5”, Minimum Row count: 8 x 27-Hospital Type: 312 Coil count, double unit, 13 ½” gauge minimum with 9 gauge border cap. Sizes: 34 ½” x 73 ½” x 5”, Minimum row count: 8 x 24/34 ½” x 5”, Minimum row Count: 8 x 26/34 ½” x 82 ½” x 5”, Minimum Row Count: 8 x 27 (See Individual Line Items for specifics)

Line: 1

NIGP Code: 56535

Description: 1 to 19, less than Crate Pack - Dormitory Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 24", 34-1/2" x 73-1/2" x 5".

Unit: each

Unit Price: $26.91

Delivery Type: Per Terms and Conditions

Free On Board Name: FOB Destination-Freight Prepaid

Line: 2

NIGP Code: 56535

Description: 1 to 5 Crates - Dormitory Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 24", 34-1/2" x 73-1/2" x 5".

Unit: Each

Unit Price: $23.13

Delivery Type: Per Terms and Conditions

Free On Board Name: FOB Destination-Freight Prepaid

Line: 3
Line Type: Item
NIGP Code: 56535

Description: 1-19 less than Crate-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 15 x 26, 58-1/2" x 78" x 5"

Unit: Each
Unit Price: $42.63

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 4
Line Type: Item
NIGP Code: 56535

Description: 1+ Crates-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 15 x 26, 58-1/2" x 78" x 5

Unit: Each
Unit Price: $40.50

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 5
Line Type: Item
NIGP Code: 56535

Description: 1-19 less than crate-Dormitory Type per specifications, 20 innerspring unts per crate, minimum row count 13 x 26, 51 1/2" x 78" x 5"

Unit: Each
Unit Price: $36.70

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 6
Line Type: Item
NIGP Code: 56535

Description: 1+Crates-Dormitory Type per specifications, 20 Innerspring Units per crate, minimum row count 13 x 26, 51 1/2" x 78" x 5"

Unit: Each
Unit Price: $34.87

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 7
Line Type: Item
NIGP Code: 56535

Description: 1-19 less than Crate-dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 9 x 24, 36 1/2" x 73" x 5"

Unit: Each
Unit Price: $25.68

Unit: each
Line Total: $25.68
Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 8
Line Type: Item
NIGP Code: 56535

Description: 1-19, less than Crate pack-Dormitory Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 26, 34 1/2" x 78 1/2" x 5"

Unit: Each
Unit Price: $27.45

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 9
Line Type: Item
NIGP Code: 56535

Description: 1-20 crates-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 26, 34-1/2" x 78 1/2" x 5"

Unit: Each
Unit Price: $24.74

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 10
Line Type: Item
NIGP Code: 56535

Description: 21-40 Crates-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 26, 34-1/2" x 78-1/2" x 5"

Unit: Each
Unit Price: $24.26

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 11
Line Type: Item
NIGP Code: 56535

Description: 41+ Crates-Dormitory type, per specifications, 20 Innerspring Units per rate, minimum row count 8 x 26, 34-1/2" x 78-1/2" x 5".

Unit: Each
Unit Price: $23.11

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 12
Line Type: Item
NIGP Code: 56535

Description: 1-19 less than crate-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 13 x 24, 51 1/2" x 73" x 5".

Unit: each
Unit Price: $34.61

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 13
Line Type: Item
NIGP Code: 56535

Description: 1+ Crates-Dormitory Type per specifications, 20 Innerspring Units per crate, minimum row count 13 x 24, 51 1/2" x 73" x 5"

Unit: Each
Unit Price: $32.53

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 14
Line Type: Item
NIGP Code: 56535

Description: 1-19 less than crate- Dormitory Type, per specifications, 20 Innerspring Units per crate, minimum row count 9 x 26, 36 1/2" x 78" x5"

Unit: Each
Unit Price: $26.96

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 15
Line Type: Item
NIGP Code: 56535

Description: 1 to 19, Less than Crate pack-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 27", 34-1/2" x 82-1/2" x 5"- 83" x 5 “

Unit: Each
Unit Price: $27.95

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 16
Line Type: Item
NIGP Code: 56535

Description: 1+ Crates-Dormitory type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 27", 34-1/2" x 82-1/2" x 5" - 83" x 5".

Unit: Each
Unit Price: $26.68

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 17
Line Type: Item
NIGP Code: 56535

Description: 1-19 units- Dormitory Type, per specifications, 15 Innerspring Units per crate, minimum row count 9 x 24, 35 1/2" x 74" x 5”

Unit: Each
Unit Price: $51.74

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 18
Line Type: Item
NIGP Code: 56535

Description: 1 to 19 Units- dormitory type, per specifications, Innerspring Units per crate, minimum row count 9 x 26, 35 1/2" x 79" x 5

Unit: Each
Unit Price: $57.25

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 19
Line Type: Item
NIGP Code: 56535

Description: 1-19 units- Dormitory type, per specifications, Innerspring units per crate, minimum row count 6 x 9, 37 1/2" x 74" x 5

Unit: Each
Unit Price: $51.74

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 20
Line Type: Item
NIGP Code: 56535

Description: 1-19 units-Dormitory Type, per specifications, Innerspring Units per crate, minimum row count 9 x 9, 52 1/2" x 74" x 5”

Unit: Each
Unit Price: $71.05

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 21
Line Type: Item
NIGP Code: 56535

Description: 1-19 units-Dormitory Type, per specifications, 16 Innerspring Units per crate, minimum row count 10 x 10, 59 1/2" x 79" x 5”

Unit: Each
Unit Price: $85.62

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 22
Line Type: Item
NIGP Code: 56535

Description: 1 to 19, less than crate pack-Hospital Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 24, 34" x 74" x 5" w/o border rod.

Unit: Each
Unit Price: $26.08

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 23
Line Type: Item
NIGP Code: 56535

Description: 1+ crated, Hospital Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 24", 34" x 74"-74" x 5" w/o border rod.

Unit: Each
Unit Price: $24.84

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 24
Line Type: Item
NIGP Code: 56535

Description: 1 to 19, less than Crate pack-Hospital Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 26", 34" x 79" x 5" w/o border rod.

Unit: Each
Unit Price: $77.89

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 25
Line Type: Item
NIGP Code: 56535

Description: 1+ crated, Hospital Type, per specifications, 15 Innerspring Units per crate, minimum row count 8 x 26", 34" x 79" x 5" w/o border rod.

Unit: Each
Unit Price: $26.58

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 26
Line Type: Item
NIGP Code: 56535

Description: 1 to 19, Less than Crate pack-Hospital Type, per specifications, 20 Innerspring Units per crate, minimum row count 8 x 27", 34-1/2" x 82-1/2"- 83" x 5".

Unit: Each
Unit Price: $25.34

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 27
Line Type: Item
NIGP Code: 56535

Description: 1+ Crates-Hospital Type per specifications, 15 Innerspring Units per crate, minimum row count 8 x 27", 34-1/2" x 82-1/2"- 83" x 5"

Unit: Each
Unit Price: $27.11

Unit: each

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid

Line: 28
Line Type: Item
NIGP Code: 56535

Description: 1-19 units Type per specifications, Innerspring Units per crate, minimum row count 8 x 27, 52 1/2" x 79" x 5”

Unit: Each
Unit Price: $25.85

Delivery Type: Per Terms and Conditions
Free On Board Name: FOB Destination-Freight Prepaid