

INVITATION TO BID

Bid Invitation Number: #135-2011

Date of Issue: 12/12/2011

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **12/27/2011**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Circle, Lexington, KY

Bid Security Required: ___ Yes X No Performance Bond Required: ___ Yes X No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

| |
|---|
| Commodity/Service |
| Mattresses for Community Corrections |
| See specifications |

| | |
|---|---|
| <u>Check One:</u> <u>X</u> Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | <u>Proposed Delivery:</u> <u>14</u> days after acceptance of bid. |
| <u>Procurement Card Usage</u> <u>X</u> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ No | |

Submitted by:

Cornerstone Institutional, LLC
Firm
25270 Will McComb Dr.
Address
Tanner, AL 35671
City, State & Zip

**Bid must be signed:
(original signature)**

Kevin Leonard - Operations Mgr. Mattresses
Signature of Authorized Company Representative - Title
Kevin Leonard
Representative's Name (Typed or printed)

336-848-7116
Area Code - Phone - Extension

336-883-2047
Fax #

kleonard@cornerstonedetention.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Kevin R. Leonard, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Kevin R. Leonard and he/she is the individual submitting the bid or is the authorized representative of

Cornerstone Institutional, LLC

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Kevin R. Leonard

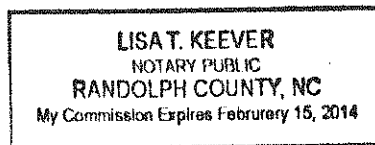
STATE OF North Carolina

COUNTY OF Randolph

The foregoing instrument was subscribed, sworn to and acknowledged before me

by KEVIN R. LEONARD on this the 22ND day of December, 2011.

My Commission expires: 02-15-14



Lisat K. Kever
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #135-2011 Mattresses for Community Corrections"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 3 - 1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Cornerstone Institutional, LLC

Name of Business

Lexington-Fayette Urban County Government
Division of Community Corrections
Sealed Detention Mattresses

The Lexington-Fayette Urban County Government is accepting bids for a price contract for Sealed Detention Mattresses for the Division of Community Corrections, 600 Old Frankfort Circle, Lexington, Kentucky, 40510, as per the following specifications.

General Mattress Specifications:

- Sealed safe mattress
- 75 inches long x 25 inches wide
- 4.5 inch thickness
- 100% sealed seams--absolutely NO stitching
- Wipe clean with soap and water
- Fire resistant, with Fire Protection Consumer Product Safety Commission 16CFR1633 rating
- Resistant to delaminating from flexing action
- Constructed with Polyurethane coated nylon
- 14 ounce core

14 Ounce Core Specifications:

- 100% polyester fiber pad
- Memory/fiber core of densified polyester
- 1.5 lb. density
- Integrated full size pillow – same 14 ounce material as the core

Cover Specifications:

- Cover shall be non-fading and non-bleeding
- Anti-microbial
- Polyurethane Coated nylon
- Non-Cracking material
- Moisture Vapor Permeable
- Abrasion Resistant
- Tear Strength—ASTM D751-06
- Breaking Strength and Seam Strength—ASTM D5304-09

Testing Standards:

A copy of each of the following four (4) reports shall be provided by vendor with bid.

If copies of the following four (4) reports are not included with the bid,
the bid shall be considered as non-responsive.

1. Fire Protection Consumer Product Safety Commission 16CFR1633

ASTM International fka American Society for Testing and Materials (ASTM) globally recognized leader in the development and delivery of international voluntary consensus standards. www.astm.org:

2. ASTM D5034-09--Standard test method for breaking strength and elongation of textile fabrics (GRAB TEST)

The grab test procedure in this test method for the determination of breaking force and elongation of textile fabrics. The grab test procedure is applicable to the determination of the effective strength of the fabric.

3. ASTM D751-06--Standard Test for Coated Fabrics (rubber standards)

To ensure the quality of the Coated fabrics and rubber products made from coated fabrics.

4. ASTM E1590-07 Standard Test Method for Fire Testing of Mattresses

Provides a means of determining the burning behavior of mattresses used in public occupancies by measuring specific fire test responses when the test specimen, a mattress or a mattress with foundation, is subjected to a specified flaming ignition source under well ventilated conditions.

NOTES TO BIDDER:

It is the intent of Lexington-Fayette Urban County Government to purchase the quantities stated below. LFUCG reserves the right to reduce or increase the items and/or quantities for the year. LFUCG in no way guarantees any quantities stated, as they should be merely used as a guideline for bidding, and LFUCG is in no way obligated to purchase these quantities.

For bidding questions concerning these specifications, please contact Theresa Maynard, Division of Central Purchasing, at (859) 258-3320 or at theresam@lexingtonky.gov, or Gina Dulin, Division of Community Corrections, at 859-425-2711 or at ginaa@lexingtonky.gov.

PRICING:

| Quantity | Description | Price Each | Total Price |
|----------|---|-------------|-----------------|
| 1000 | Sealed Detention Mattresses 4.5" x 25" x 75" | \$ 57.49 | \$ 57,490.00 |

16CFR1633



Federal Register

Wednesday,
March 15, 2006

Part II

Consumer Product Safety Commission

16 CFR Part 1633

Standard for the Flammability (Open
Flame) of Mattress Sets; Final Rule

Reference -
www.cpsc.gov/Businfo/FRnotices/FR06/mattsets.pdf
See high lighted page's

Complete test for 16 CFR 1633
Requires 8 photos or video
our video is attached -

If manufacturers test every mattress construction (e.g., single-sided pillow top, double-sided pillow-top, tight-top, euro-top, * * * etc.), which is estimated, based on conversations with manufacturers, to average about twenty per manufacturer, for every establishment in a given year, then their average testing cost per mattress would approximately equal 82 cents ($\$1650 \times 20 \text{ styles} \times 571 \text{ establishments} / 23.0 \text{ million conventional mattresses}$) per mattress set for the first year of production. The standard would allow selling mattress sets whose (subordinate) prototypes differ from a qualified (or confirmed) prototype only with respect to size (length and width), and/or ticking material or other components that do not impact the fire performance of the prototype without testing the prototypes, to minimize testing costs to all manufacturers, especially those whose volume of output is small. Pooling testing results across establishments and/or firms will further reduce the average cost of testing per mattress set. On an annual basis, testing costs will be further reduced because qualified, confirmed, and subordinate prototypes need not be tested every year.

Cost of Information Collection and Record Keeping. In addition to prototype testing, the standard requires detailed documentation of all tests performed and their results including video or pictures; prototype or production identification number; date and time of test; and name and location of testing facility; test room conditions; and test data for as long as the prototype is in production and for three years after its production ceases. Manufacturers are also required to keep records of a unique identification number for the qualified prototype and a list of the unique identification numbers of each prototype based on the qualified prototype and a description of the materials substituted. Moreover, they are required to document the name and supplier of each material used in construction of a prototype. Additionally, they are required to identify the details of the application of any fire retardant treatments and/or inherently fire resistant fibers employed relative to mattress components.

This documentation is in addition to documentation already conducted by mattress manufacturers in their efforts to meet the cigarette standard. Detailed testing documentation will be done by the test lab and is included in the estimated cost of testing. Based on CPSC Office of Compliance staff estimates, all requirements of the standard are expected to cost an establishment about

one hour per qualified prototype. Assuming that every establishment will produce 20 different qualified prototypes, the increase in record keeping costs is about $\$412.20$ ($1 \text{ hour} \times 20 \text{ qualified prototypes} \times \$20.61 \text{ average total compensation per hour for office and administrative support workers}$) per establishment per year. (Note that pooling among establishments or using a qualified prototype for longer than one year will reduce this estimate.) This translates to an average cost of 1 cent per mattress set for an average establishment, with average output of 40,280 conventional mattresses.

Cost of Quality Control/Quality Assurance Programs. To ensure that all mattresses are produced to the prototype specification across all factories and over the years for which a production line exists, mattress manufacturers will need a thorough well-documented quality control/assurance program. The top 15 mattress producers (with a market share of 83 percent) have existing quality control programs which could be modified to fit the new standard with minimal additional costs. Smaller producers, whose quality control programs are less detailed or non-existent, will incur some incremental costs as a result of the standard. These incremental costs will be small for each manufacturer and less when measured per mattress set. (See the section on impact of the standard on small businesses for a description of their cost of quality control and quality assurance programs to them.)

Additionally, the standard encourages random production testing to assure manufacturers that their mattresses continue to meet the requirements of the rule, as a possible component of the quality control/quality assurance program. Assuming that an average of 3 mattress set constructions will be tested per establishment per year yields an estimated cost of production testing of about $\$1500$. Based on this assumption, the estimated cost of testing mattress sets for quality assurance purposes, therefore, equals 3.7 cents per mattress ($\$1500 / 40,280$) for an average establishment.

The labor needed to meet the quality assurance measures required by the standard is estimated by CPSC Office of Compliance staff to be 224 minutes per establishment per prototype per year. Assuming that every establishment will produce 20 qualified prototypes, the increase in labor costs associated with quality assurance requirements of the standard is about $\$1539$ ($224 \text{ minutes} \times 20 \text{ qualified prototypes} \times \$20.61 \text{ average total compensation per hour for office}$

and administrative support workers) per establishment per year. (Note that pooling among establishments or using a qualified, confirmed, or subordinate prototype for longer than one year will reduce this estimate.) This yields an average cost of 3.8 cents per mattress set for an average establishment, with average output of 40,280 mattresses per year. Hence expected total costs of quality assurance/quality control programs may average about 7.5 cents ($3.7 + 3.8$) per conventional mattress set per year.

Costs to Wholesalers, Distributors, and Retailers. An added cost of the standard is the increase in costs to wholesalers, distributors, and retailers in the form of additional storage, transportation, and inventory financing costs. Since a mattress complying with the standard will not be bigger than a similar mattress produced before the standard becomes effective, storage and transportation costs are not expected to increase. Inventory financing costs will increase by the average cost of borrowing money, applied to the wholesale price of a mattress over the average inventory holding time period. Since most mattress producers use just-in-time production and have small inventories, this additional cost will probably not exceed ten percent of the increase in production cost (which is the sum of material, labor, testing, record keeping, and quality assurance costs). A ten percent mark-up is, therefore, being used to measure the cost to wholesalers, distributors, and retailers. This yields a resource cost to wholesalers, distributors, and retailers equal to $\$1.37$, with a range from $\$0.69$ to $\$2.04$, per mattress set. Retail prices may increase by more than the 10 percent mark-up. Section 8 discusses the impact of the standard on retail prices of mattress sets.

Costs of Compliance and Enforcement. Compliance and enforcement costs refer to the costs incurred by CPSC to ensure that manufacturers are complying with the standard. Based on past experience with the existing mattress standard, the estimated CPSC inspection time spent per location (establishment) equals 33 hours for inspection and 6 hours for sample collection. This yields a cost per inspection of about $\$1,722.63$ ($39 \text{ hours} \times \44.17 , the average wage rate for CPSC inspectors). Additionally, compliance officers spend an average of 20 hours per case, making their cost equal to $\$1,071.20$ ($20 \text{ hours} \times \53.56 , the average hourly wage rate for compliance officers). This yields an average compliance and enforcement total labor

(z) *Sofa lounge*—(includes glideouts). Upholstered seating section is mounted on springs and in a frame that permit it to be pulled out for sleeping. Has upholstered backrest bedding box that is hinged. Glideouts are single sleepers with sloping seats and backrests. Seat pulls out from beneath back and evens up to supply level sleeping surface (see Figure 11).

(aa) *Studio couch*. Consists of upholstered seating section on upholstered foundation. Many types convert to twin beds (see Figure 11).

(bb) *Studio divan*. Twin size upholstered seating section with foundation is mounted on metal bed frame. Has no arms or backrest, and sleeps one (see Figure 11 of this part).

(cc) *Trundle bed*. A low bed which is rolled under a larger bed. In some lines, the lower bed springs up to form a double or two single beds as in a high riser (see Figure 11).

(dd) *Tufted* means buttoned or laced through the ticking and upholstery material and/or core, or having the ticking and loft material and/or core drawn together at intervals by any other method which produces a series of depressions on the surface.

(ee) *Twin studio divan*. Frames which glide out (but not up) and use seat cushions, in addition to upholstered foundation to sleep two. Has neither arms nor back rest (see Figure 11).

(ff) *Flip or sleeper chair*. Chair that unfolds to be used for sleeping, typically has several connecting fabric covered, solid foam core segments.

Subpart B—Rules and Regulations

§ 1633.10 Definitions.

(a) *Standard* means the Standard for the Flammability (Open-Flame) of Mattress Sets (16 CFR part 1633, subpart A).

(b) The definition of terms set forth in the § 1633.2 of the Standard shall also apply to this section.

§ 1633.11 Records.

(a) *Test and manufacturing records* *C general*. Every manufacturer and any other person initially introducing into commerce mattress sets subject to the standard, irrespective of whether guarantees are issued relative thereto, shall maintain the following records in English at a location in the United States:

(1) Test results and details of each test performed by or for that manufacturer (including failures), whether for qualification, confirmation, or production, in accordance with § 1633.7. Details shall include: name and complete physical address of test

facility, type of test room, test room conditions, time that sample spent out of conditioning area before starting test, prototype or production identification number, and test data including the peak rate of heat release, total heat release in first 10 minutes, a graphic depiction of the peak rate of heat release and total heat release over time. These records shall include the name and signature of person conducting the test, the date of the test, and a certification by the person overseeing the testing as to the test results and that the test was carried out in accordance with the Standard. For confirmation tests, the identification number must be that of the prototype tested.

(2) Video and/or a minimum of eight photographs of the testing of each mattress set, in accordance with § 1633.7 (one taken before the test starts, one taken within 45 seconds of the start of the test, and the remaining six taken at five minute intervals, starting at 5 minutes and ending at 30 minutes), with the prototype identification number or production lot identification number of the mattress set, date and time of test, and name and location of testing facility clearly displayed.

(b) *Prototype records*. In addition to the records specified in paragraph (a) of this section, the following records shall be maintained for each qualified, confirmed and subordinate prototype:

(1) Unique identification number for the qualified or confirmed prototype and a list of the unique identification numbers of each subordinate prototype based on the qualified or confirmed prototype. Subordinate prototypes that differ from each other only by length or width may share the same identification number.

(2) A detailed description of all materials, components, and methods of assembly for each qualified, confirmed and subordinate prototype. Such description shall include the specifications of all materials and components, and the name and complete physical address of each material and component supplier.

(3) A list of which models and production lots of mattress sets are represented by each qualified, confirmed and/or subordinate prototype identification number.

(4) For subordinate prototypes, the prototype identification number of the qualified or confirmed prototype on which the mattress set is based, and, at a minimum, the manufacturing specifications and a description of the materials substituted, photographs or physical specimens of the substituted materials, and documentation based on objectively reasonable criteria that the

change in any component, material, or method of assembly will not cause the subordinate prototype to exceed the test criteria specified in § 1633.3(b).

(5) Identification, composition, and details of the application of any flame retardant treatments and/or inherently flame resistant fibers or other materials employed in mattress components.

(c) *Pooling confirmation test records*. In addition to the test and prototype records specified in paragraphs (a) and (b) of this section, the following records shall be maintained:

(1) The prototype identification number assigned by the qualified prototype manufacturer;

(2) Name and complete physical address of the qualified prototype manufacturer;

(3) Copy of qualified prototype test records, and records required by paragraph (b)(2) of this section; and

(4) In the case of imported mattress sets, the importer shall be responsible for maintaining the records specified in paragraph (b) of this section for confirmation testing that has been performed with respect to mattress sets produced by each foreign manufacturing facility whose mattress sets that importer is importing.

(d) *Quality assurance records*. In addition to the records required by paragraph (a) of this section, the following quality assurance records shall be maintained:

(1) A written copy of the manufacturer's quality assurance procedures;

(2) Records of any production tests performed. Production test records must be maintained and shall include, in addition to the requirements of paragraph (a) of this section, an assigned production lot identification number and the identification number of the qualified, confirmed or subordinate prototype associated with the specimen tested;

(3) For each qualified, confirmed and subordinate prototype, the number of mattress sets in each production lot based on that prototype;

(4) The start and end dates of production of that lot; and

(5) Component, material and assembly records. Every manufacturer conducting tests and/or technical evaluations of components and materials and/or methods of assembly must maintain detailed records of such tests and evaluations.

(e) *Record retention requirements*. The records required under this Section shall be maintained by the manufacturer (including importers) for as long as mattress sets based on the prototype in question are in production and shall be



the standard in safety

Underwriters
Laboratories

Summary of Investigation
For
Stork Twin City Testing
St. Paul, MN

Subject: CPSC 16 CFR Part 1633 Flammability Tests on Mattresses
Reference: SV17842 / 09CA48566

October 12, 2009

The following is a summary of the test results obtained on mattress set samples under Project 09CA48566. The test was conducted on 10/12/2009.

The tests were conducted in accordance with the flammability test protocol outlined in Consumer Product Safety Commission 16 CFR Part 1633 - Standard for the Flammability (Open Flame) of Mattress Sets; Final Rule.

The issuance of this Report does not imply Listing, Classification or other recognition by UL and does not authorize the use of UL Listing or Classification Marks or any other reference to Underwriters Laboratories Inc. on, or in connection with, the product.

Underwriters Laboratories Inc. authorizes the above named company to reproduce this Report provided it is reproduced in its entirety. Underwriters Laboratories did not witness the production of the test samples nor were we provided with information relative to the formulation or identification of component materials used in the test samples. The test results relate only to the items tested and may not apply to subsequently produced samples.

The sole purpose of this investigation was to provide fire test data for the prototype mattress sample submitted and tested in accordance with the requirements of 16 CFR 1633. This data should not be considered representative of test results for other prototype mattress samples in the absence of testing the prototype mattress in accordance with 16 CFR 1633.

Underwriters Laboratories Inc., its employees, and its agents shall not be responsible to anyone for the use or nonuse of the information contained in this Report, and shall not incur any obligation or liability for damages, including consequential damages, arising out of or in connection with the use of, or inability to use, the information contained in this Report.

Very truly yours,

JULIE MARSHALL (ext. 42028)
Project Handler I
3019A NBK FPD

Reviewed by:

RANDALL LAYMON (ext. 42687)
Senior Staff Engineer
3019A NBK FPD

TEST METHOD:

The test was conducted in accordance with the flammability test protocol outlined in Consumer Product Safety Commission 16 CFR Part 1633 - Standard for the Flammability (Open Flame) of Mattress Sets; Final Rule, dated March 15, 2006.

An open calorimeter, Test Configuration A was used for this project. Under this test method, mattresses are exposed to an open flame ignition source. Test results include rate of heat release determinations.

CRITERIA:

Mattress set samples fail to meet the requirements of CPSC 16 CFR Part 1633 if any of the following criteria are exceeded:

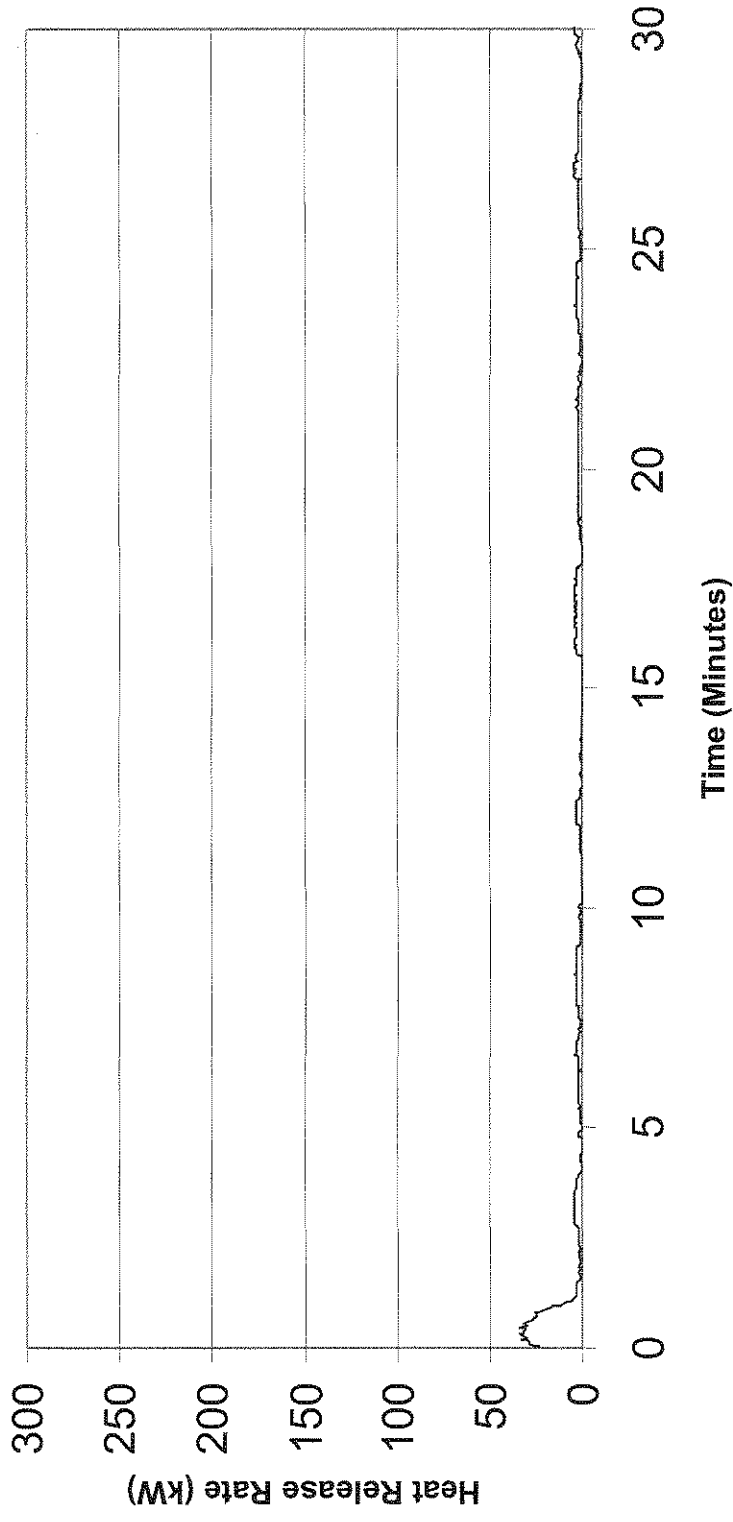
- 1) A maximum heat release rate of 200 kW during the thirty-minute test.
- 2) A total heat release of 15 MJ in the first 10 minutes of the test.

RESULTS:

A summary of test results is tabulated below. Graphs of Heat Release Rate are attached. The test results relate only to the actual samples tested.

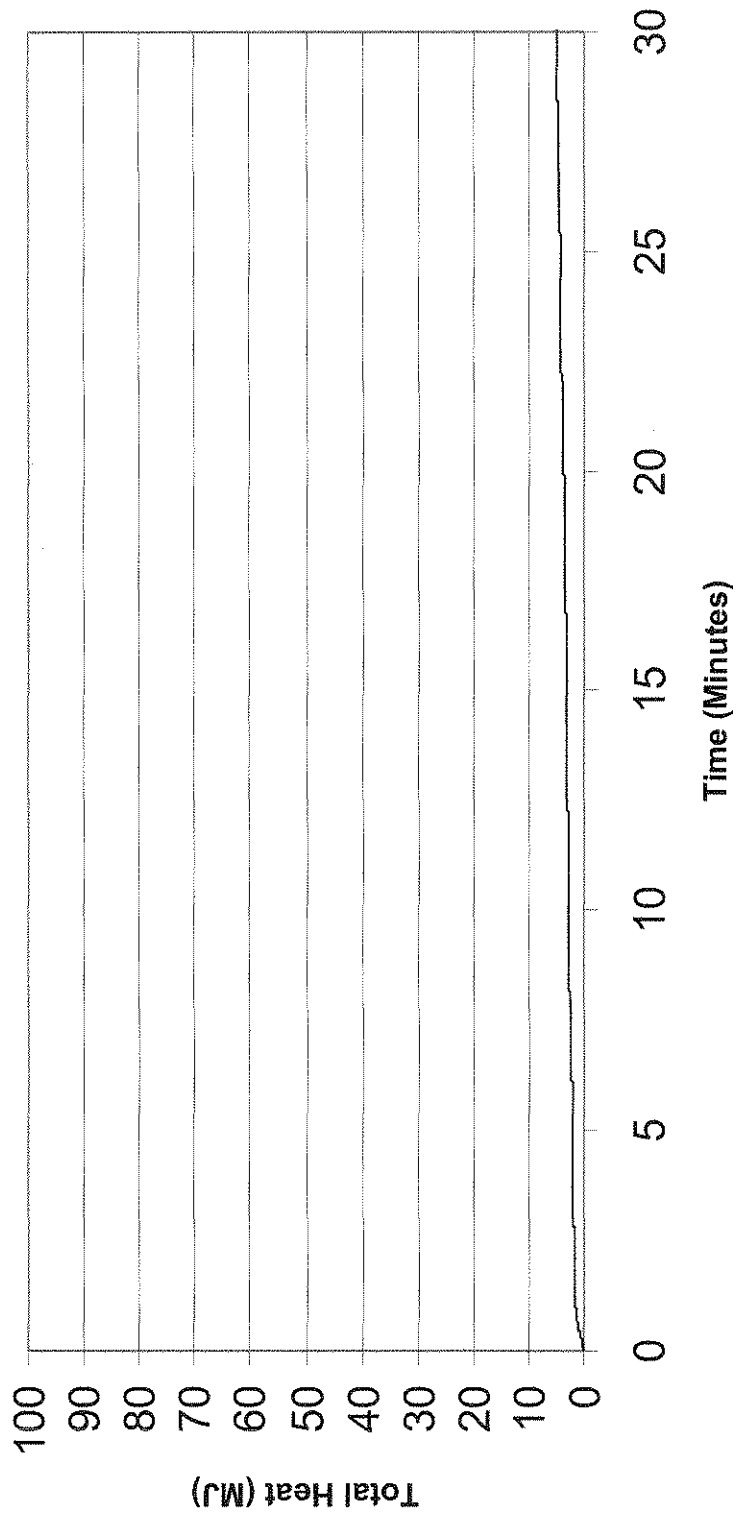
| Test No. | Test Code | Sample ID | Prototype ID | Peak Heat Release Rate, During the 1st 30 Minutes (kW) | Time to Peak Heat Release Rate, (min) | Total Heat Released @ 10 Min. (MJ) |
|----------|-----------|---|--------------|--|---------------------------------------|------------------------------------|
| 1 | 10120906 | Cornerstone Detention 02452775 - Mattress Only (C) | 02452775 | 34 | 0.3 | 2.9 |

CPSC 16 CFR Part 1633
Stork Twin City Testing
Cornerstone Detention 02452775 - Mattress Only (C)



| Test No. | Test Code | Sample ID | Peak Heat Release Rate, During the 1st 30 Minutes (kW) | Time of 30 Minute Peak HRR (Min.) | Total Heat Released @ 10 Min. (MJ) | Total Heat Released (Entire Test- MJ) |
|----------|-----------|--|--|-----------------------------------|------------------------------------|---------------------------------------|
| 1 | 10120906 | Cornerstone Detention 02452775 - Mattress Only (C) | 34 | 0.3 | 2.9 | 5 |

CPSC 16 CFR Part 1633
Stork Twin City Testing
Cornerstone Detention 02452775 - Mattress Only (C)



DEVELOPMENTAL TEST RECORD

16 CFR Part 1633 - Standard for the Flammability (Open Flame) of Mattress Sets

Date: 10/12/2009

Sample ID: Cornerstone Detention 02452775 -
Mattress Only (C)

TEST FACILITY

UNDERWRITERS LABORATORIES INC.
333 PFINGSTEN ROAD
NORTHBROOK, ILLINOIS 60062

TYPE OF TEST ROOM

Configuration A - Open Calorimeter

ROOM CONDITIONS:

Temperature 69°F

% Relative Humidity 28

TIME OUT OF CONDITIONING ROOM:
10:02:00 AM

TEST START TIME
10:02:57 AM

TEST DATA:

Total Heat Release 2.9 MJ
(within first 10 minutes)

Peak Heat Release Rate 34 kW
(within first 30 minutes)

Date of Test: 10/12/2009
(10120906)

TESTED BY:

Name LYLE WRIGHT

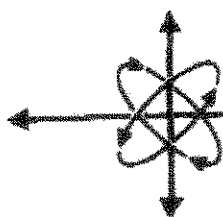
Signature *Lyle Wright*

CERTIFIED BY:

Name RANDALL LAYMON

Signature *RK Laymon*

A S T M D 5034 - 09

**DIVERSIFIED**
TESTING LABORATORIES, INC.

"We Test Per Your Request"

336 WEST FRONT STREET
P.O. BOX 4004
BURLINGTON, NORTH CAROLINA 27215
PHONE (336) 227-7710 • FAX (336) 227-1175
www.diversifiedtestinglabs.com

November 9, 2009

Mr. Kevin Leonard
C3 SOLUTIONS
A Division of Cornerstone Institutional LLC
1112 Trinity Street
Thomasville, NC 27360

Reference: Laboratory Test Report
Lab Identification No. 2433
Invoice No. 23844 (Attached)

Dear Mr. Leonard:

One (1) fabric sample, identified as BROOKWOOD PU, was received and tested for breaking strength in accordance with ASTM D 5034-09, "Standard Test Method for Breaking Strength and Elongation of Textile Fabrics (Grab Test)". The results are as follows:

| <u>TEST RESULTS (Breaking Strength - lbf)</u> | |
|---|--------------|
| <u>Length</u> | <u>Width</u> |
| 80.7 | 68.8 |

If there are any questions or when we can be of further assistance, please let us know.

Sincerely,

Bobby E. Puett

BEP/mr
Attachment

ASTM D 751-06



Complete Astm 751-06



Test Spec/Procedure:

Sample testing

Procedure #:

15

09/14/11

Work Order #: TR# 01899

Description/color: BIELASTIC FR 5.3 osy - BEIGE

Customer: New Product Development

| Test | Method | Deter. | Bale # | Spec | Note |
|--------------------------|--|--------|-----------|-----------|---------------|
| | | | TR# 01899 | | |
| Laminate weight | ASTM-D 3776 | 1 | 4.5 | Reference | oz. / sq. yd. |
| | | 2 | 4.4 | | |
| | | 3 | 4.5 | | |
| | | AVG | 4.5 | | |
| Suter(5-110-0) | ASTM D 751 Section 42 | 1 | Pass | Reference | no leaks |
| | | 2 | Pass | | |
| | | 3 | Pass | | |
| | | AVG | Pass | | |
| Elmendorf Tear Warp | ASTM D 751 Section 26 | 1 | 2,970 | Reference | grams |
| | | 2 | 2,970 | | |
| | | 3 | 3,354 | | |
| | | AVG | 3,098 | | |
| Elmendorf Tear Fill | ASTM D 751 Section 26 | 1 | 4,211 | Reference | grams |
| | | 2 | 4,570 | | |
| | | 3 | 3,763 | | |
| | | AVG | 4,181 | | |
| Tensile Strength Warp 4" | ASTM D 751 Section 11 | 1 | 51 | Reference | lbs. |
| | | 2 | 60 | | |
| | | 3 | 51 | | |
| | | AVG | 54 | | |
| Tensile Strength Fill 4" | ASTM D 751 Section 11 | 1 | 47 | Reference | lbs. |
| | | 2 | 49 | | |
| | | 3 | 52 | | |
| | | AVG | 49 | | |
| Elongation Warp | ASTM D 751 calculated with the 4" grab | 1 | 117 | Reference | % |
| | | 2 | 124 | | |
| | | 3 | 119 | | |
| | | AVG | 120 | | |
| Elongation Fill | ASTM D 751 calculated with the 4" grab | 1 | 159 | Reference | % |
| | | 2 | 163 | | |
| | | 3 | 176 | | |
| | | AVG | 166 | | |
| Coating Adhesion DMF | ASTM D 751 Section 46 | 1 | 6.2 | Reference | lbs. |
| | | 2 | 5.9 | | |
| | | 3 | 6.9 | | |
| | | AVG | 6.3 | | |

ASTM E 1590-07

PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129

PAGE: 1 of 8
DATE: February 17, 2010

Testing Services Conducted by:
STORK TWIN CITY TESTING CORPORATION
662 Cromwell Avenue
St. Paul, Minnesota 55114

**OPEN FLAME EVALUATION
CONDUCTED IN ACCORDANCE WITH**

ASTM E 1590

**"STANDARD TEST METHOD FOR
FIRE TESTING OF MATTRESSES"**

Testing Services Performed for:
CORNERSTONE DETENTION PRODUCTS INC
ATTN: KEVIN LEONARD
25270 WILL MCCOMB DRIVE
TANNER, AL 35671

Tested by:



Joe Whiting
Engineering Technician
Sleep System Evaluation

Reviewed by:



Brent L. Larson
Manager
Sleep System Evaluation
Phone: (651) 659 - 7218

The test results contained in this report pertain only to the samples submitted for testing and not necessarily to all similar products.

PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129

PAGE: 2 of 8
DATE: February 17, 2010

OPEN FLAME EVALUATION – ASTM E 1590

TEST RESULTS SUMMARY:

This report presents the results of a full scale **ASTM E 1590** open flame test conducted on the following.

| | |
|--|--|
| PROJECT #: | 30161 10-TCT002069P CORNERSTONE DETENTION |
| TEST SEQUENCE #: | 3 |
| TEST REQUESTOR: name: address: | Kevin Leonard 25270 Will McComb Drive Tanner, AL 35671 |
| TEST CONFIGURATION: | Test Room - 12'x10'x8' |
| PRODUCT MANUFACTURER or SUPPLIER: | CORNERSTONE DETENTION PRODUCTS INC |
| PRODUCT ID: Prototype ID: | B-1-28-10-TB129 |
| MATTRESS SIZE - length (in) x width (in): | 76.00 x 27.00 |
| FOUNDATION SIZE - length (in) x width (in): | -- x -- |
| TEST AREA: temp (°F) / R.H. (%): | 71 / 1 |
| CONDITIONING ROOM: temp (°F) / R.H. (%): | 70 / 48 |
| TIME OUT OF CONDITIONING (removal / test start - total): | 03:00 PM / 03:08 PM - 8 minutes |
| TOTAL INITIAL MASS (kg): | 5.0 |
| TEST DATE: | 01-28-2010 |
| COMMENTS: | |
| Test Operator: | JOE WHITING |
| Witness: | |

| Test Results | Data | Criteria | Pass/Fail |
|-------------------------------------|---------|----------|-----------|
| Peak rate of heat release (kW): | 25.0 | -- | - |
| Time @ peak release (mm:ss): | 02 : 00 | -- | - |
| Total heat released @ 10 min (MJ): | 4.2 | -- | - |
| Total mass loss @ 10 min (kg): | 0.15 | -- | - |
| Peak rate of smoke release (m³/s): | 0.07 | -- | - |
| Time @ peak smoke (mm:ss): | 01 : 26 | -- | - |
| Total smoke released @ 10 min (m³): | 14.7 | -- | - |

PASS/FAIL CRITERIA (IFC 803.7.4):

PEAK RATE OF HEAT RELEASE SHALL NOT EXCEED 250 kW – this mattress PASSED
TOTAL HEAT RELEASED AT 5 MINUTES SHALL NOT EXCEED 40 MJ – this mattress PASSED

PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129**PAGE:** 3 of 8
DATE: February 17, 2010**STANDARD TEST PROCEDURE:**

This test was conducted in accordance with ASTM E 1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 hours in conditions compliant with ASTM E 1590 (temperature – 70°F ± 7°F / relative humidity – less than 60%). The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame, the burner alignment procedure was performed. Data logging and video were obtained for 2 minutes prior to burner ignition. The burner application time was 180 seconds. Upon completion of the flame application time, the burner unit was removed from the test area.

The test proceeded until either all combustion had ceased, 60 minutes had passed or the development of a fire of such size as to require suppression for the safety of the facility.

| Equipment | | |
|----------------|----------------|--------------------------------|
| Gas Analyzer | s/n: 8403 | Calibration due date: 09-25-10 |
| Dry Test Meter | s/n: 09L001965 | Calibration due date: 10-07-10 |
| Burner | s/n: LP-07-20 | Calibration due date: 10-12-10 |

REMARKS:

Due to the nature of the test, the specimen was discarded upon completion of the procedure.

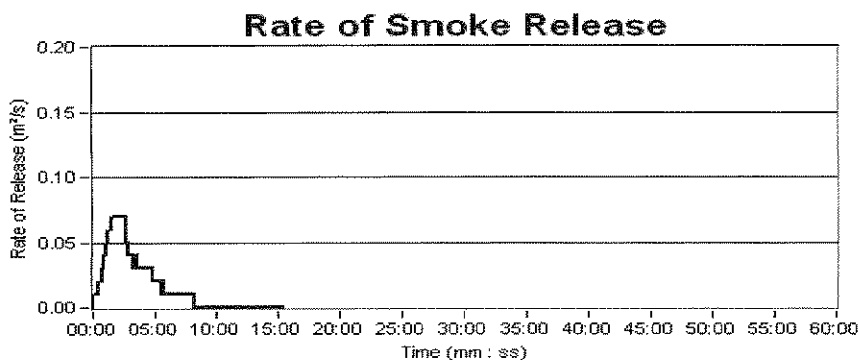
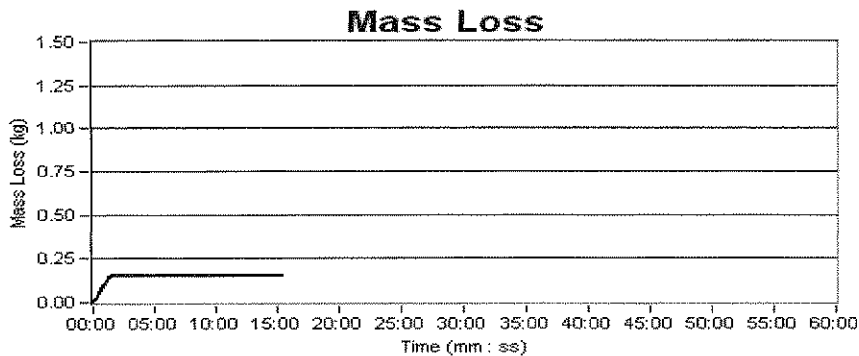
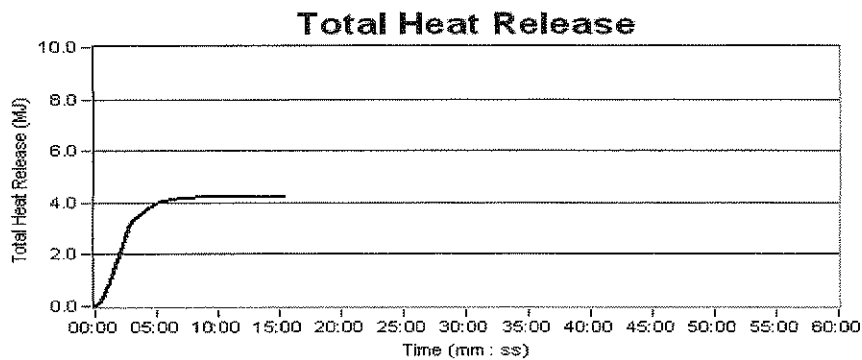
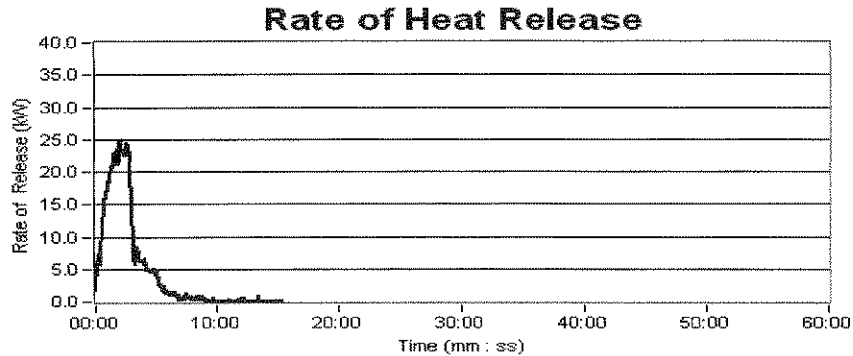
PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129**PAGE:** 4 of 8
DATE: February 17, 2010**OBSERVATIONS:**

| Time (mm : ss) | Observation |
|----------------|-------------------------------------|
| 00 : 00 | Burner ON |
| 00 : 19 | Flaming Droplets |
| 01 : 37 | Flaming Droplets |
| 03 : 00 | Burner OFF |
| 03 : 01 | Flaming Droplets |
| 03 : 47 | Flaming Droplets |
| 04 : 02 | Flaming Droplets |
| 04 : 28 | Flaming Droplets |
| 05 : 00 | Flaming Droplets |
| 05 : 37 | Pool Fire |
| 09 : 29 | All signs of combustion have ceased |
| 09 : 31 | IR 138.8 |
| 15 : 11 | IR 99.1 |
| 15 : 14 | Test Completed |

PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129

PAGE: 5 of 8
DATE: February 17, 2010

GRAPHS:



PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129

PAGE: 6 of 8
DATE: February 17, 2010

TEST PHOTO: BEFORE TEST



TEST PHOTO: DURING BURNER IGNITION



PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129

PAGE: 7 of 8
DATE: February 17, 2010

TEST PHOTO: AFTER 5 MINUTES



TEST PHOTO: AFTER 10 MINUTES



PROJECT NUMBER: 30161 10-TCT002069
SAMPLE ID: B-1-28-10-TB129

PAGE: 8 of 8
DATE: February 17, 2010

TEST PHOTO: AFTER 15 MINUTES

