



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 14, 2017

INVITATION TO BID #42-2017 Mattresses for Community Corrections

Bid Opening Date: March 28, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Quantity	Description	Price Each	Total Price
1000	DCS452575P Detention Mattress	\$ 51.15	\$ 51,150.00

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 **3/28/2017**. 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, Room 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 be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Pike, Lexington, KY 40510

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

Performance Bond Required: Yes No

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>21</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: MTJ American, LLC

Firm Name

4276 Helena Street, PO Box 826

Address

Granite Falls, NC 28630

City, State & Zip

Bid must be signed:
(original signature)

Rick A. Detter 3/23/17

Signature of Authorized Company Representative – Title

Rick A. Detter VP - Sales and Operations

Representative's Name (Typed or printed)

828-396-1537 - 318 828-313-0612

Area Code - Phone – Extension Fax #

sales@mtjamerican.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, Rick A. Detter, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Rick A. Detter and he/she is the individual submitting the bid or is the authorized representative of MTJ American, 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. Rick A. Detter

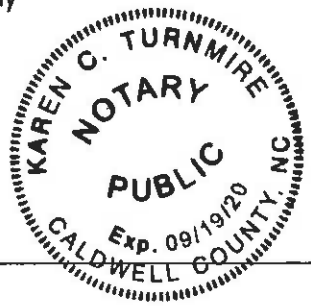
STATE OF North Carolina

COUNTY OF Caldwell

The foregoing instrument was subscribed, sworn to and acknowledged before me by Rick A Detter on this the 23 day of March, 2017.

My Commission expires: 09-19-20

Karen C Turnmire
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.Green Seal.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 #42-2017 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(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. 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.
- B. Price Changes **(Space Checked Applies)**
 - (XXX) 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.
 - () 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 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.
- F. 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 disability.

- 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:

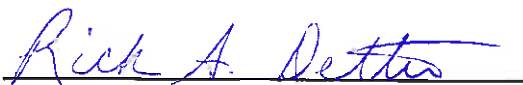
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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, veterans status, disability and age.



Signature

MTJ American, LLC

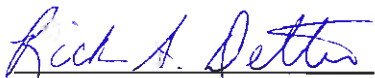
Name of Business


GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature


Date

Lexington-Fayette Urban County Government
Division of Community Corrections
Bid #42-2017 Mattresses for Community Corrections

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

General Mattress Specifications:

- Clear vinyl mattress with built-in pillow
 - 3 ply 12 oz. Clear Vinyl with Polyester Scrim
 - 5" densified 100% polyester core; 12oz core
- Fire retardant
- Moisture resistant
- Mildew resistant
- 100% sealed

Testing Standards:

A copy of each of the following four (5) reports shall be provided by vendor with bid.

If copies of the following four (5) reports are not included with the bid, the bid shall be considered as non-responsive.

1. Fire Protection Consumer Product Safety Commission 16CFR1633
2. CTB 121
3. CTB 129
4. CTB 603
5. CAL117

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.

Questions should be submitted on <https://lexingtonky.ionwave.net> by March 21, 2017 by 3:00 PM.

PRICING:

Quantity	Description	Price Each	Total Price
1000	Clear Vinyl Mattress w/Pillow	\$ 51.15	\$ 51,150.00

MTJ Item # DCS452575P



Clear Safe Detention Mattress



Shown with Optional Pillow



GENERAL SPECS	
General Description	Clear Safe mattress 4.5 inch thickness, ample firmness as well as adequate suppleness to provide superior comfort, Buy American Act compliant
Cover	Clear vinyl with polyester scrim
Seams	100% sealed seams (absolutely no stitching)
Cleansing	Wipes clean with soap and water, or properly diluted disinfectant (final rinse with water to remove all residues) - do not launder
Flammability	Meets and exceeds the requirements of: California Technical Bulletin 129, California Technical Bulletin 603, 16 CFR Part 1632 & 1633
Durability	Resistant to delaminating from flexing action
Construction	Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques
Thickness	5" core compressed to 4.5" standard
Width	Standard 25, 27, 30, 36 inches (custom available)
Length	Standard 75 inches (custom available)
Approximate Weight	4.5x25x75" - 10.0 lbs 4.5x27x75" - 10.125 lbs 4.5x30x75" - 12.5 lbs 4.5x36x75" - 13.5 lbs

CORE SPECS	
Material	100% Polyester Fiber Pad
General Description	Made of thermally bonded polyester fiber, no hazardous chemicals or additional ingredients are added during the processing of this product, 100% recyclable "green"
Composition	Max Life Densified Polyester fiber core
Flammability	Passed TB 129
Integrated Full Size Pillow	12D 64mm polyester filled, passes strict BS 5852 part 2 1982, attached using an Interior sleeve
Density	12 oz

COVER SPECS	
Material	3 ply 12 oz clear vinyl with polyester scrim
Flammability	Exceeds requirements of Fed Std. 191, NFPA 701, CAL 117 and 16 CFR 1632
Seam Strength	In excess of 52 lbs/in - 3 year warranty on bonding of seams
Patented Breathable Vent	Sealed on the inside of the cover, resists water, oil, urine, blood, head lice
Water Resistant	Resists liquid, body waste and hospital medications, liquid penetration, 114 psi, Standard 191A - TM5512-1978
Bacteria Resistant Properties	This mattress fabric has been treated with Ultrafresh (EPA registration #10466-28), a fungistatic agent to protect the product from fungal growth. The agent guards the mattress fabric against degradation from micro-organisms and/or bacteria. Passes: AATCC Method 30-1988, AATCC Method 147-1998, AATCC Method 100-1999
Tear Strength	Avg warp- 11lbs, avg fill- 13lbs Ind warp- 9, 12, 12, 9, 14, Ind fill- 11, 9, 14, 11, 18
Grab Tensile	Avg warp- 125 lbf Elongation: 123% Avg fill- 72 lbf Elongation: 242%
Allergen Info	Skin irritation test dralze dermal result, non-allergenic

Patent: US 8,096,009B2 and others pending

Note: This information is furnished for reference purposes only. In order to manufacture to these specifications, one must obtain written permission from MTJ American, LLC.

PROJECT NUMBER: 30161 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

PAGE: 1 of 7

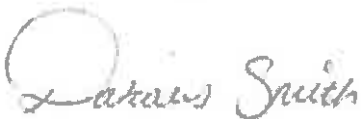
Testing Services Conducted by:
STORK TWIN CITY TESTING CORPORATION
662 Cromwell Avenue
St. Paul, Minnesota 55114

**OPEN FLAME EVALUATION
CONDUCTED IN ACCORDANCE WITH
CONSUMER PRODUCT SAFETY COMMISSION
16 CFR PART 1633:
“STANDARD FOR THE FLAMMABILITY (OPEN FLAME)
OF MATTRESS SETS”**

Testing Services Performed for:

MTJ AMERICAN
ATTN: MR. TIM SHELBY
1205 TRINITY ST.
THOMASVILLE NC, 27360

Prepared by:



Darious Smith
Engineering Technician
Product Evaluation Services

Reviewed by:



Dennis Schneck
Project Manager
Product Evaluation Services
Phone: (651) 659 - 7323

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 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

PAGE: 2 of 7

OPEN FLAME EVALUATION – 16 CFR 1633

INTRODUCTION AND TEST RESULT SUMMARY:

This report presents the results of a full scale **16 CFR 1633** open flame test conducted on the following.

PROJECT #:	30160 07-92140 MTJ AMERICAN		
TEST SEQUENCE #:	2		
TEST REQUESTOR: name: address:	TIM SHELBY 1205 TRINITY ST. THOMASVILLE NC, 27360		
TEST CONFIGURATION:	Test Room - 12'x 10'x 8'		
PRODUCT MANUFACTURER or SUPPLIER:	MTJ AMERICAN		
PRODUCT ID MARKS & DESCRIPTION: Prototype ID:	92140 - CLEAR		
MATTRESS: width x length x thickness (in): FOUNDATION: width x length x thickness (in): CONDITIONING ROOM: temp (°F) / R.H. (%): BURN ROOM: temp (°F) / R.H. (%): TIME LAPSE: condition room to burner ignition (min):	27.00 x 75.00 x 4.50 -- x -- x -- 68.0 / 18 73.0 / 22 15		
TOTAL INITIAL MASS (kg):	6.09		
TEST DATE:	01-22-2008		
COMMENTS:	SAMPLE #2 VCC AT 6:01 INTO THE TEST		
Test Operator:	DARIOUS SMITH		
Witness:			
Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	21.4	200 kW	Pass
Time @ peak release (mm:ss):	01 : 14	--	-
Total heat released @ 10 min (MJ):	2.9	15.0 MJ	Pass

THE TEST SAMPLE MET THE REQUIREMENTS OF 16 CFR 1633

PROJECT NUMBER: 30161 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

PAGE: 3 of 7

STANDARD TEST PROCEDURE:

Unless stated otherwise in the introduction of this report, this test was conducted in accordance with Consumer Product Safety Commission 16 CFR Part 1633, test configuration B, the room-based configuration. A brief summary is detailed below:

The mattress / mattress set was allowed to condition for at least 48 hours in conditions compliant with Consumer Product Safety Commission 16 CFR Part 1633 (temperature: greater than 65°F and less than 77°F; relative humidity: less than 50%). The test area conditions also were also kept compliant with 16 CFR Part 1633 (temperature: greater than 59°F and less than 80.6°F; relative humidity: less than 75%). A time span of no more than 20 minutes was allowed between the mattress set leaving the conditioning room and burner ignition, this time was recorded and reported in the data table above.

The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame inside the test room, the burner alignment procedure was performed. Data logging and video were obtained for 2 minutes prior to burner ignition. The burner application time was 70 seconds for the top burner and 50 seconds for the side burner. Upon completion of the flame application times, the top burner was carefully lifted off of the mattress surface and the unit removed from the test room.

The test proceeded until either all combustion had ceased, 30 minutes had passed, or the development of a fire of such size as to require suppression for the safety of the facility.

REMARKS:

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

PROJECT NUMBER: 30161 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

PAGE: 4 of 7

OBSERVATIONS:

Time (mm : ss)	Observation
00 : 00	Burner ON
00 : 16	Flaming Droplets
00 : 17	Flaming Droplets
00 : 18	Flaming Droplets
00 : 19	Flaming Droplets
00 : 20	Flaming Droplets
00 : 21	Flaming Droplets
00 : 50	Side Burner OFF
01 : 09	Flaming Droplets
01 : 10	Top burner OFF
01 : 10	Flaming Droplets
01 : 11	Flaming Droplets
01 : 24	Flaming Droplets
06 : 01	All signs of combustion have ceased
11 : 18	Test Completed

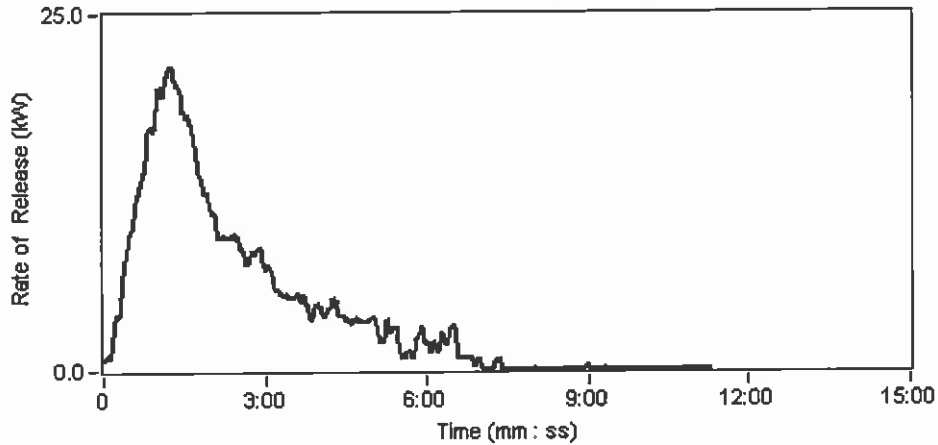
PROJECT NUMBER: 30161 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

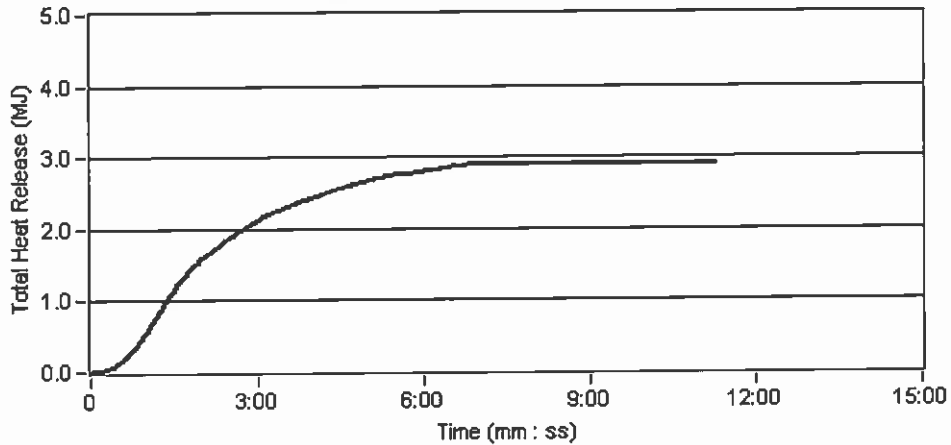
PAGE: 5 of 7

GRAPHS:

Rate of Heat Release



Total Heat Release

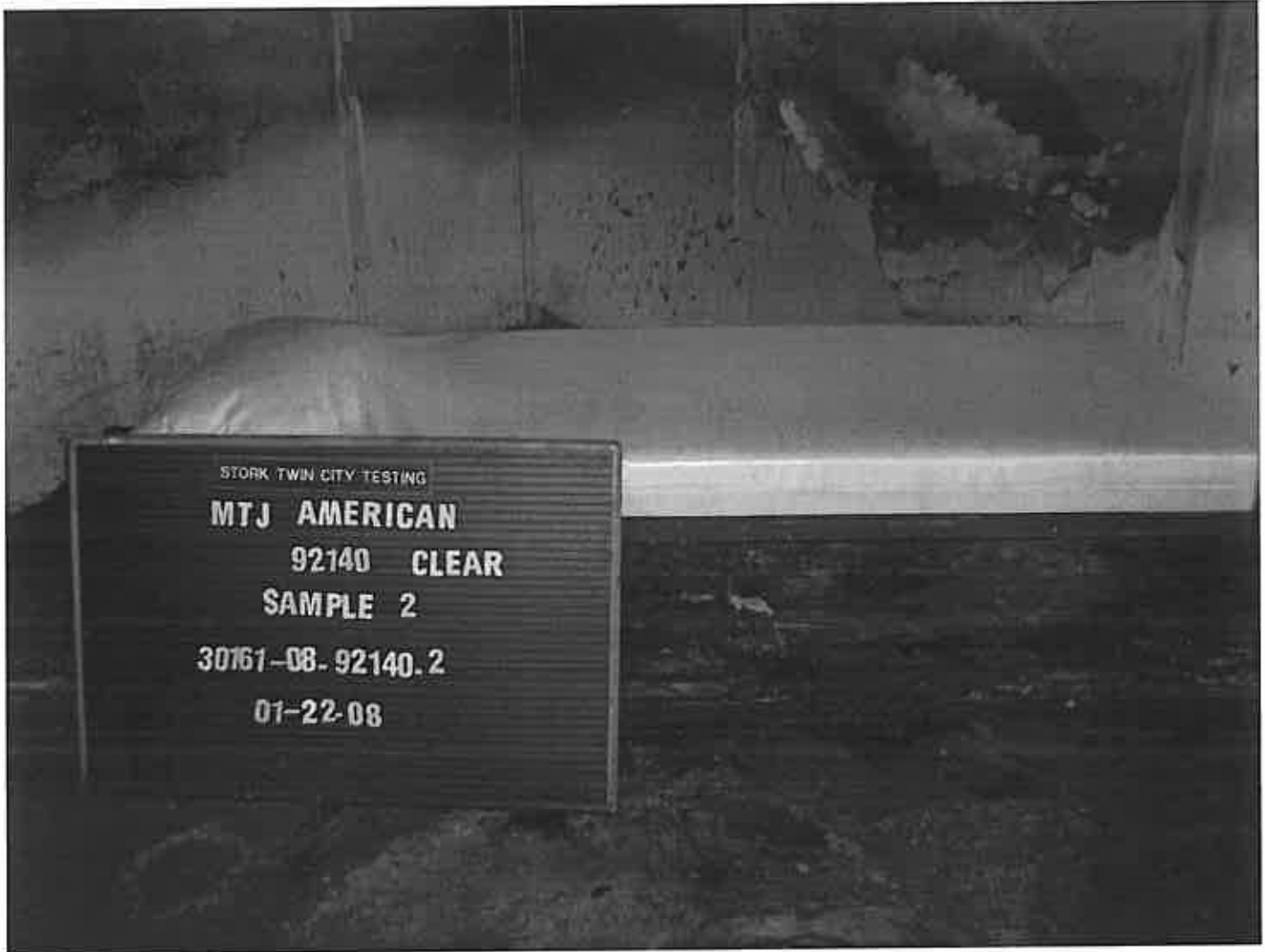


PROJECT NUMBER: 30161 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

PAGE: 6 of 7

TEST PHOTO:



BEFORE TEST

PROJECT NUMBER: 30161 07-92140.2
SAMPLE ID: 92140 – CLEAR SAMPLE #2
SAMPLE SIZE: CORRECTIONAL MATTRESS

DATE: January 23, 2008

PAGE: 7 of 7

TEST PHOTO:



AFTER TEST



TEST REPORT

CLIENT: MTJ American
4276 Helena Street
Granite Falls, NC 28630

Attn: Rick Detter

Test Report No:	654:032431-2	Date:	May 5, 2010
-----------------	--------------	-------	-------------

SUBJECT: Flammability Testing of Mattresses for Use in Public Buildings.

SAMPLE ID: Sample identified as "Clear Safe Vinyl Detention Mattress" was received from the client on 4/28/10. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Sample Description: Vinyl Detention mattress with densified polyester core
- Size: 27" x 75" x 4.5"
- Sample / Style No.: Clear Safe vinyl Detention Mattress DCS452775

TEST REQUESTED: The sample was tested in accordance with California Technical Bulletin 121. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 5/4/10

CONDITIONING: Item conditioned as per Cal TB 121. Time Out of Conditioning Room: 10 minutes or less

RESULTS: Results can be found on the following pages and only apply to the sample tested.

CONCLUSION: The sample tested complies with the requirements of California Technical Bulletin 121.

SIGNED FOR AND ON BEHALF OF
SGS U.S. TESTING COMPANY INC.

KSM

Terry Hurst
Engineering Technician / Test Operator

J. Brian McDonald
Fire Technology Department Manager

Test Procedure and Results

PROCEDURE:

The sample and ignition source was conditioned before testing for 48 hours at 70°F ± 5°F and a relative humidity less than 55%.

The mattress was placed on a metal test frame, which was placed on an electronic scale inside a test room having dimensions of 10' X 12' with an 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The test was performed without bedding.

The ignition source was ten (10) double sheets of loosely wadded newspaper (dimensions, 23 x 28 in. and a weight of 18.5±.5 grams) placed in a metal container (dimensions: 10 in. x 12-1/2 in. x 9 in.). The ignition source was placed at the geometric center underneath the mattress. The mattress was adjusted so that the bottom surface of the mattress was 3±1/4 in. above the top of the ignition source.

After ignition, we monitored and recorded certain properties of the test procedure. These properties are weight change, carbon monoxide, and specified locations for temperature.

Temperature was measured directly over the specimen at 1 in. below the ceiling.

RESULTS:

Sample: Fusion Advantage Detention Mattress

Test Date: 5/4/10

Data:

<u>Measurement Type</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Maximum Change</u>	<u>Maximum Allowable Change</u>	<u>Pass / Fail</u>
Ceiling Temperature (°F)	76	142	0:02:28	66	500	PASS
Weight (lbs.)	14.6	13.9	0:24:14	0.7	10	PASS
Carbon Monoxide Concentration (ppm)	0	163.7	0:18:55	163.7	1000	PASS

Total Test Time, (hr:min:sec): 0:24:14

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

OBSERVATIONS:

- 8:49am – Start of Test
- 8:50am – Flames increasing
- 8:51am – Hole burned through mattress
- 8:53am – Flames decreasing
- 9:14am – End of Test

GRAPHICAL RESULTS:

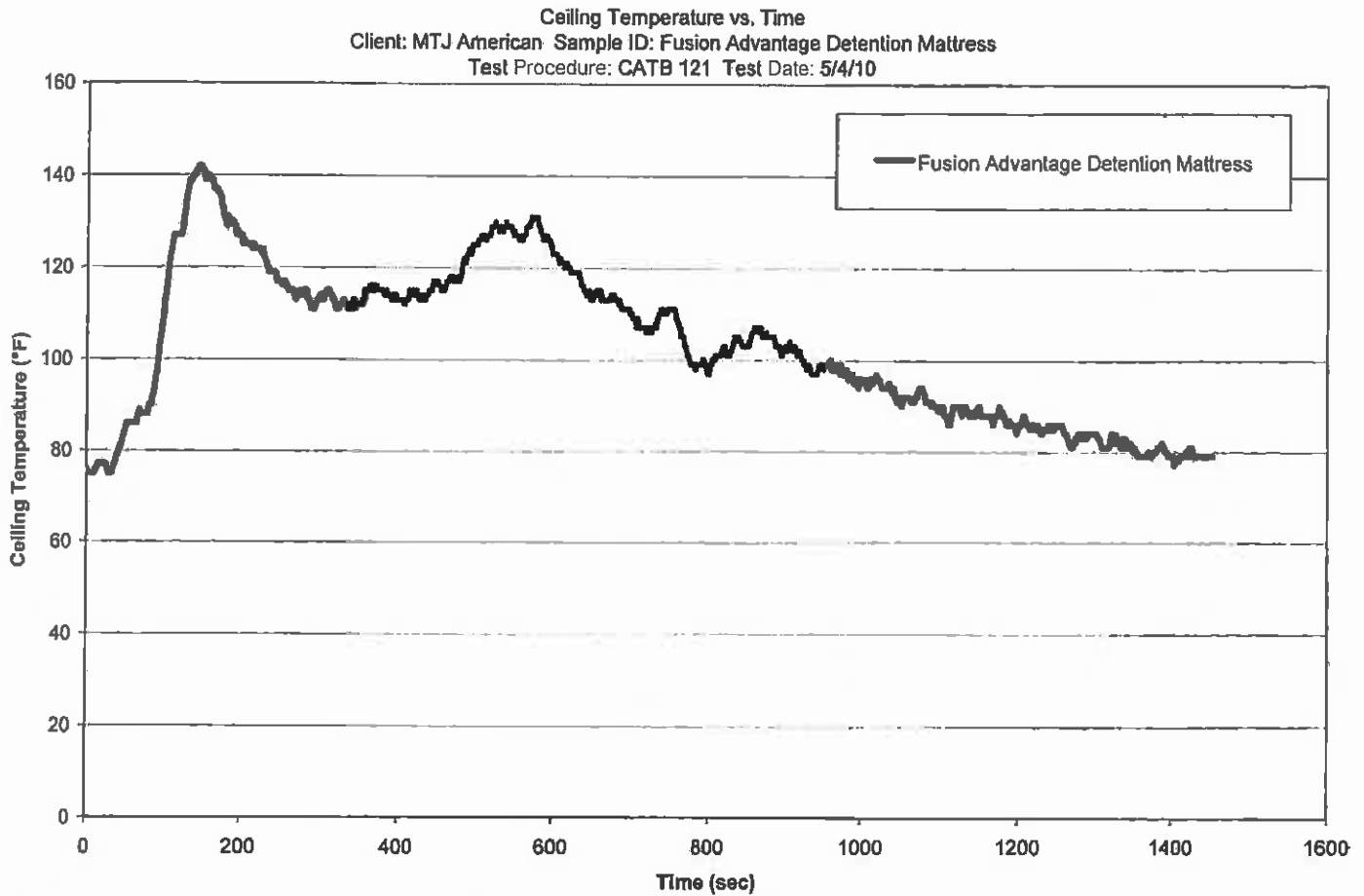


Figure 1. Ceiling Temperature vs. Time Graph

GRAPHICAL RESULTS: (Cont.)

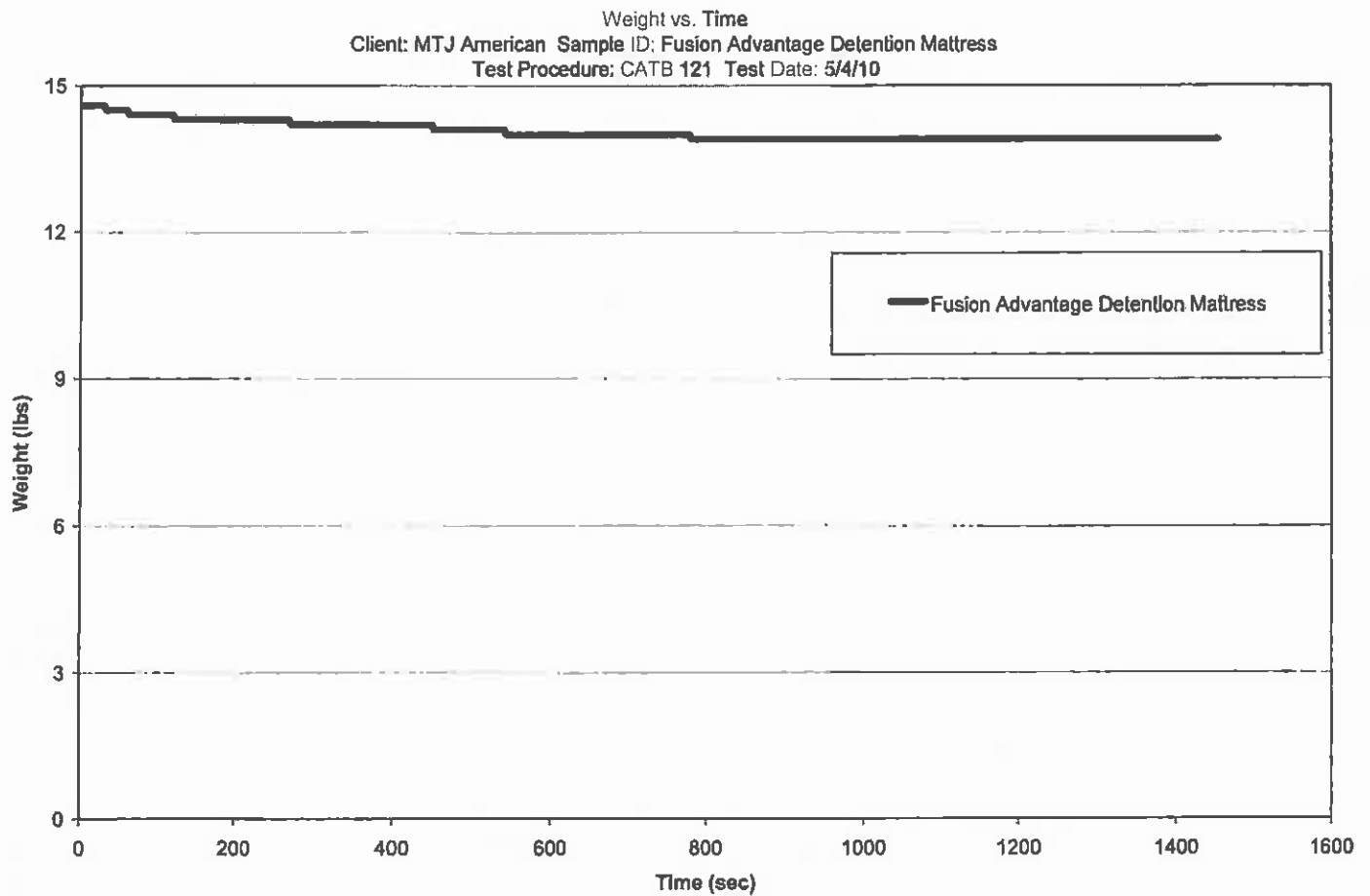


Figure 2. Weight vs. Time Graph

GRAPHICAL RESULTS: (Cont.)

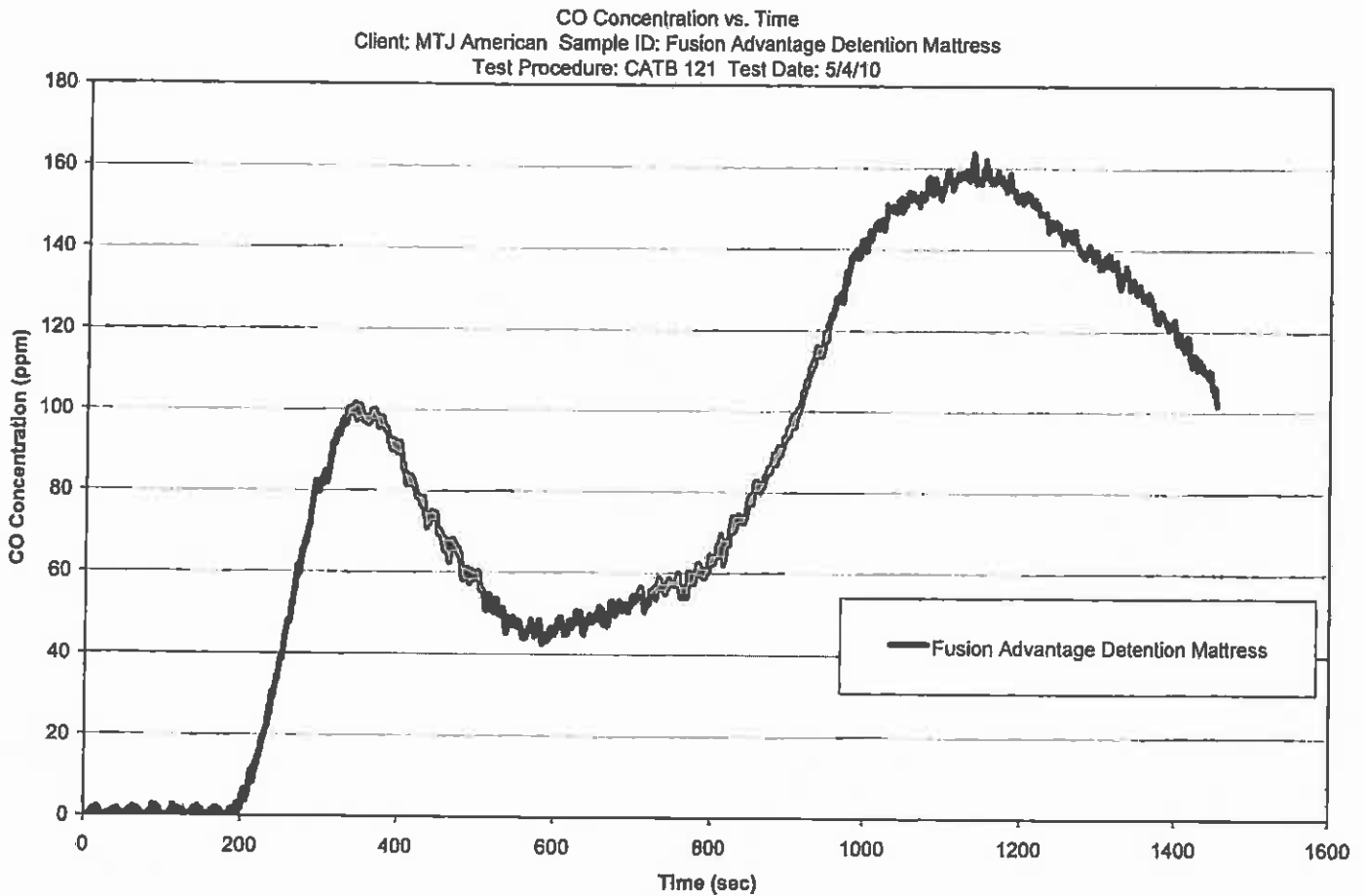


Figure 3. CO Concentration vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to CATB 121



PHOTO 2. Mattress After Testing to CATB 121

End of Report

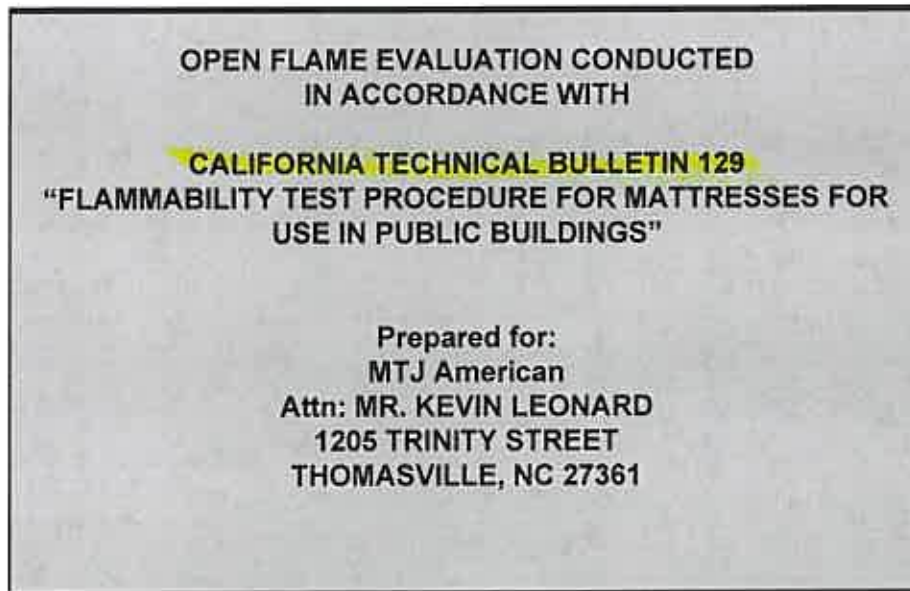
Page 7 of 7

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PROJECT NUMBER: 30161 08-96130.1
SAMPLE ID: MEDICAL GRADE VINYL MATTRESS

PAGE: 1 of 6
DATE: June 5, 2008

STORK TWIN CITY TESTING CORPORATION
662 Cromwell Avenue
St. Paul, Minnesota 55114



Prepared by:

Darious Smith
Engineering Technician
Product Evaluation Services

Reviewed by:

Brent L. Larson
Project Manager
Product Evaluation Services
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 08-96130.1
SAMPLE ID: MEDICAL GRADE VINYL MATTRESS

PAGE: 2 of 6
DATE: June 5, 2008

OPEN FLAME EVALUATION – CA T.B. 129

INTRODUCTION:

This report presents the results of a full-scale open flame test conducted on the following:

PROJECT #:	30161 08-96130 MTJ AMERICAN
TEST SEQUENCE #:	1
TEST REQUESTOR: name: address:	KEVIN LEONARD 1205 Trinity P.O. Box 578 Thomasville, NC 27361
TEST CONFIGURATION:	Test Room - 12' x 10' x 8'
PRODUCT MANUFACTURER or SUPPLIER:	MTJ AMERICAN
PRODUCT ID MARKS & DESCRIPTION: Prototype ID:	MEDICAL GRADE VINYL MATTRESS
MATTRESS: width x length x thickness (in): FOUNDATION: width x length x thickness (in): CONDITIONING ROOM: temp (°F) / R.H. (%): BURN ROOM: temp (°F) / R.H. (%): TIME LAPSE: condition room to burner ignition (min):	74.00 x 26.50 x 4.50 -- x -- x -- 76.0 / 50 70.0 / 55 5
TOTAL INITIAL MASS (kg):	3.83
TEST DATE:	06-05-2008
COMMENTS:	TB-129
Test Operator:	DARIOUS SMITH
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	27.6	100 kW	Pass
Time @ peak release (mm:ss):	02 : 47	--	-
Total heat released @ 10 min (MJ):	5.5	25.0 MJ	Pass
Total mass loss @ 10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m³/s):	0.41	--	-
Time @ peak smoke (mm:ss):	01 : 59	--	-
Total smoke released @ 10 min (m³):	67.7	--	-

PROJECT NUMBER: 30161 08-96130.1
SAMPLE ID: MEDICAL GRADE VINYL MATTRESS

PAGE: 3 of 6
DATE: June 5, 2008

TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129, a brief summary is detailed below:

The mattress was allowed to condition for at least 24 hours in conditions compliant with California technical bulletin 129 (temperature – 73°F ± 5°F / relative humidity – 50% ± 5%). The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame inside the test room 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 room.

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.

REMARKS:

Due to the nature of the test the specimen will be discarded upon completion of the procedure, unless otherwise requested.

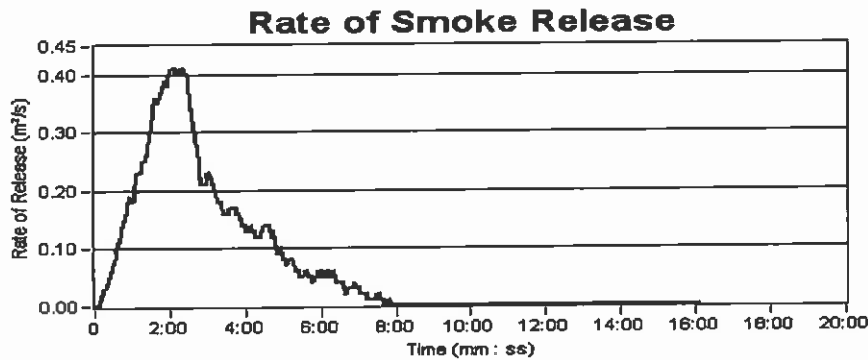
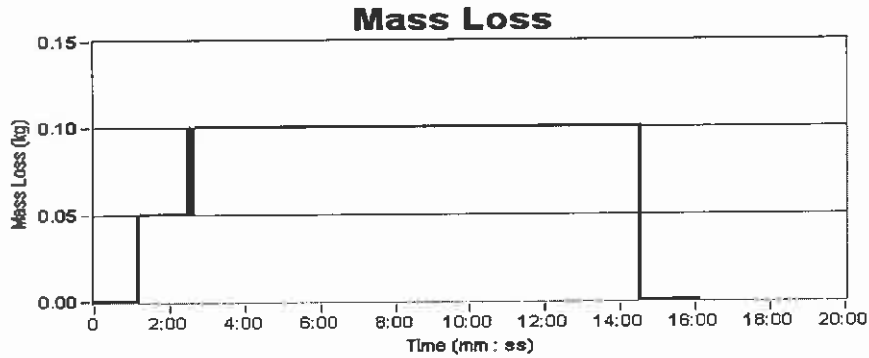
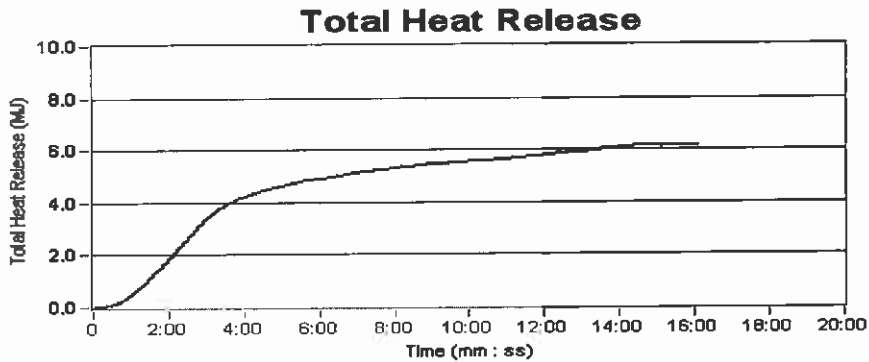
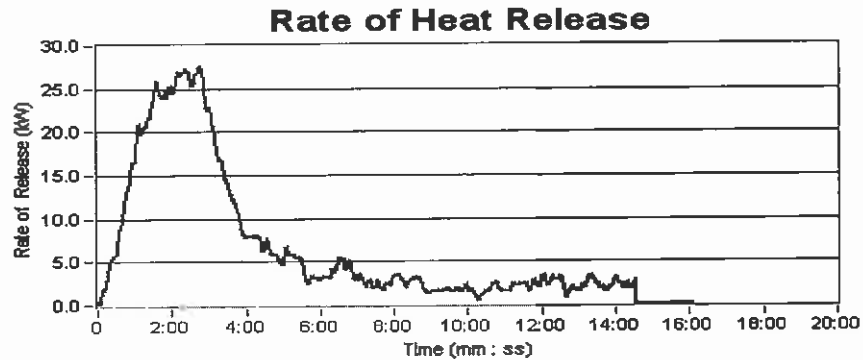
OBSERVATIONS:

Time (mm : ss)	Observation
00 : 00	Burner ON
02 : 24	Flaming Droplets
02 : 25	Flaming Droplets
02 : 28	Flaming Droplets
02 : 31	Flaming Droplets
02 : 41	Flaming Droplets
02 : 47	Flaming Droplets
03 : 00	Burner OFF
03 : 29	Flaming Droplets
03 : 38	Flaming Droplets
03 : 42	Flaming Droplets
06 : 04	Flaming Droplets
06 : 38	Flaming Droplets
06 : 39	Flaming Droplets
08 : 26	All signs of combustion have ceased
16 : 01	Test Completed

PROJECT NUMBER: 30161 08-96130.1
SAMPLE ID: MEDICAL GRADE VINYL MATTRESS

PAGE: 4 of 6
DATE: June 5, 2008

GRAPHS:



PROJECT NUMBER: 30161 08-96130.1
SAMPLE ID: MEDICAL GRADE VINYL MATTRESS

PAGE: 5 of 6
DATE: June 5, 2008

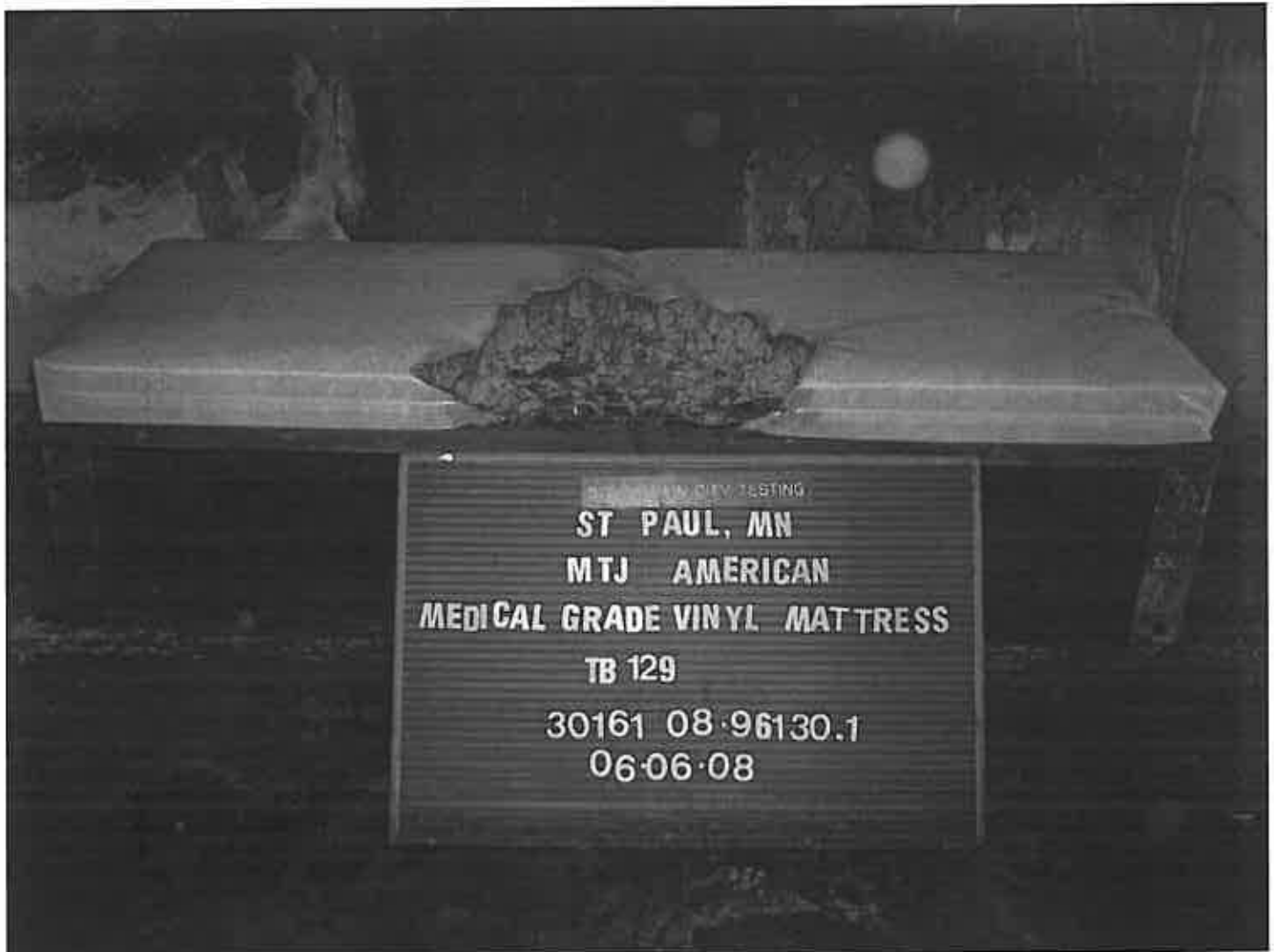
PHOTOS: BEFORE TEST



PROJECT NUMBER: 30161 08-96130.1
SAMPLE ID: MEDICAL GRADE VINYL MATTRESS

PAGE: 6 of 6
DATE: June 5, 2008

PHOTOS: AFTER TEST



AFTER TEST

CLIENT:

MTJ American
PO Box 826
Granite Falls, NC 28630

Test Report No: TJ0665-1

Date: June 27, 2012

SAMPLE ID: The test samples are identified as DCS452575-Vinyl covered detention mattress with clear or pigmented vinyl fabric and densified polyester fiber core

SAMPLING DETAIL: Test samples were submitted to the laboratory directly by the client. No special sampling conditions or sample preparation were observed by QAI.

DATE OF RECEIPT: Samples were received at QAI on June 13, 2012

TESTING PERIOD: June 21, 2012

AUTHORIZATION: Signed Work Order by Rick Detter of MTJ American.

TEST PROCEDURE: 16 CFR 1632, California TB 106, and FF-4-72 Mattress Pad Flammability Evaluation. ⁶⁰³

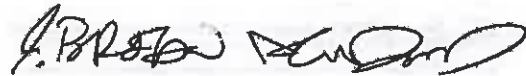
TEST RESULTS: The samples meet the criteria of 16 CFR 1632. Detailed test results are presented in the subsequent pages of this report.

Prepared By

**Signed for and on behalf of
QAI Laboratories, Inc.**



Gregory Ertel
Fire Test Technician



J. Brian McDonald
Operations Manager



RESULTS:

Atmospheric Conditions at Time of Test: 71.0°F, 50.5% RH

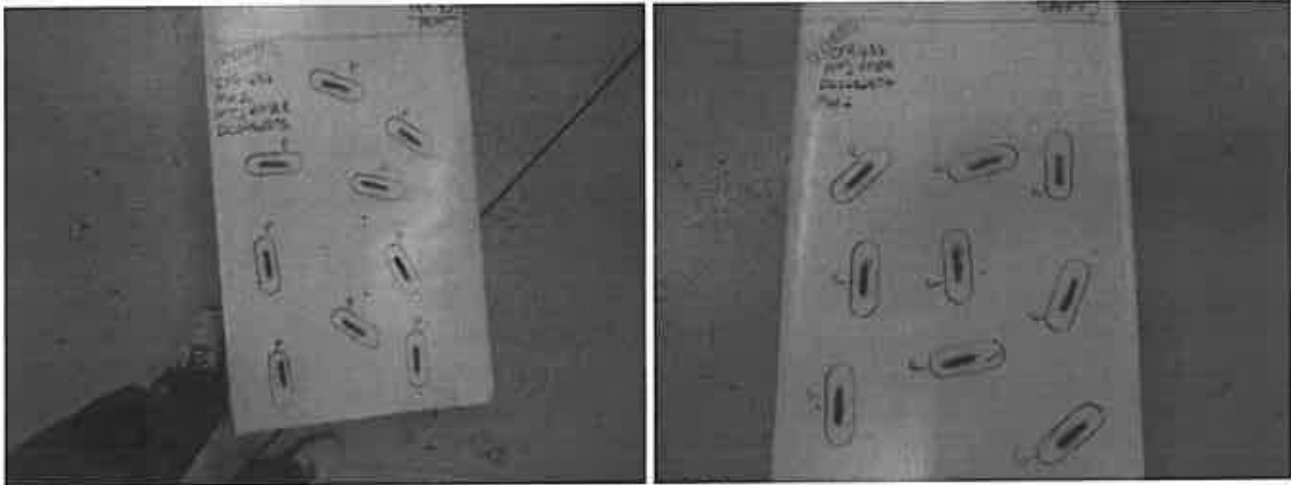
Data:

<u>Mattress #1</u>		<u>Cigarette 1</u>	<u>Cigarette 2</u>	<u>Cigarette 3</u>	<u>Relights</u>
Bare Sleep Surface	Smooth	PASS	N/A	N/A	0
	Quilted	N/A	PASS	N/A	0
	Tape Edge	N/A	N/A	PASS	0
Sheet Sleep Surface	Smooth	PASS	N/A	N/A	0
	Quilted	N/A	PASS	N/A	0
	Tape Edge	N/A	N/A	PASS	0

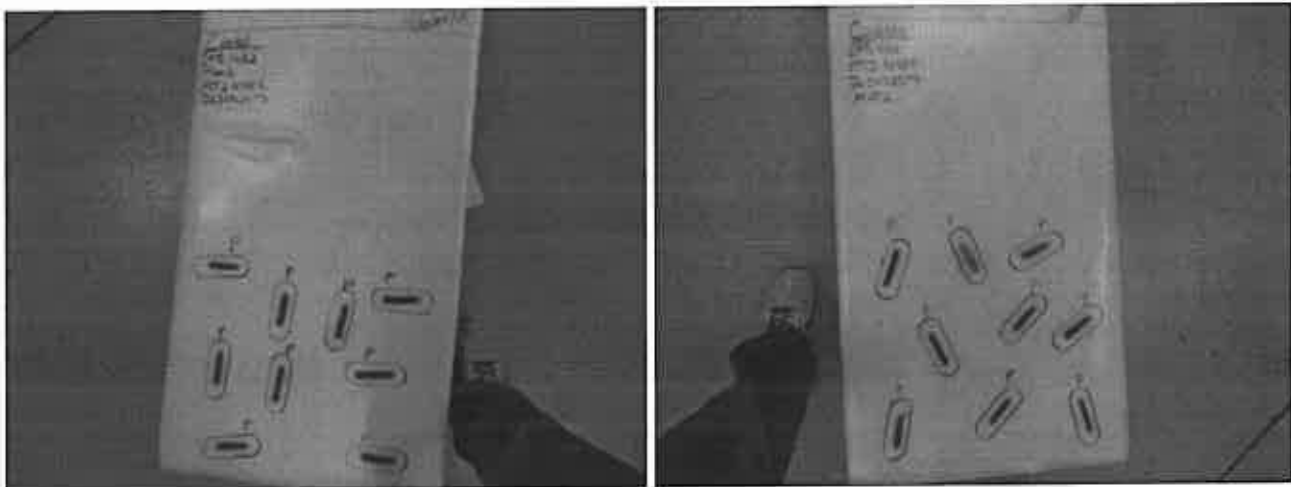
<u>Mattress #2</u>		<u>Cigarette 1</u>	<u>Cigarette 2</u>	<u>Cigarette 3</u>	<u>Relights</u>
Bare Sleep Surface	Smooth	PASS	N/A	N/A	0
	Quilted	N/A	PASS	N/A	0
	Tape Edge	N/A	N/A	PASS	0
Sheet Sleep Surface	Smooth	PASS	N/A	N/A	0
	Quilted	N/A	PASS	N/A	0
	Tape Edge	N/A	N/A	PASS	0

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PHOTOS:



PHOTOS 1. Mattress After, Bare Side



PHOTOS 2. Mattress After, Sheet Side

End of Report

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Received: 10/30/2006 Completed: 11/01/2006 Letter: A1 rb P.O.#: Test Report #: 2-64905-1-
 Client's Identification: Style: FYC Shooting Reinforced. Weight: 11 oz +/- 10%. - **ClearSafe**
 Tested For: Key Test: NFPA 701-2004 TM#2 Flat 210
 Tel: 1-(518)-731-2344 Ext:
 Fax 1-(518)-731-9480

PC:1H

TEST PERFORMED: NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films - 2004 Edition - Test Method #2 - Flat Sheet Specimens

SPECIMEN CONFIGURATION: Single Layer; Multi Layer

RESULTS REPORTED: Initially After 72 hours water leaching
 After 3 dry cleanings After 100 hours accelerated weathering
 After 5 launderings @ 150°F

RESULTS:

Length Specimen #	Afterflame (seconds)	Drip Burn (seconds)	Char Length (mm)
1	0	0	230
2	0	0	230
3	0	0	230
4	0	0	250
5	0	0	250
6	0	0	240
7	0	0	270
8	0	0	220
9	0	0	240
10	0	0	250

APPROXIMATE WEIGHT OF MATERIAL (as measured by Govmark): 467 g/m²

FAILURE CRITERIA: For each individual specimen --

Afterflame	Drip Burn	Char Length
Exceeds 2.0 seconds	Exceeds 2.0 seconds	Exceeds 435 mm (17.1")

RETEST PROVISION: Test 5 additional specimens if only 1 specimen fails.

CONCLUSION: Based on the above Results and Failure Criteria, the item tested:

Passes; Fails; Requires testing of 5 additional specimens

CERTIFICATION: I certify that the above results were obtained after testing specimens in accordance with the procedures and equipment specified by NFPA 701 - 2004 Edition Test Method #2 Flat Sheet Specimens.

 AUTHORIZED SIGNATURE
 THE GOVMARK ORGANIZATION, INC. /jd

(Page 1 of 2)

File Copy

Received: 10/30/2006	Completed: 11/01/2006	Letter: A1	rb	P.O.#:	Test Report #:	2-64905-1-
----------------------	-----------------------	------------	----	--------	----------------	------------

Client's Identification:	Style: PVC Sheeting Reinforced. Weight: 11 oz +/- 10%. Thickness: 15-16 mil. End Use Application: Personal Property Storage Bag.
--------------------------	--

Tested For: Patrick J. Fitzgerald Corcraft 200 Route 9W South Coxsackie, NY 12051-0200	Key Test: NFPA 701-2004 TM#2 Flat 210 Tel: 1-(518)-731-2344 Fax: 1-(518)-731-9480
---	---

PRECONDITIONING: [x] 1 hr @ 220°F (Standard)
[] 24 hrs @ 60±9°F (Alternate: Material shrinks/distorts @ 220°F)

REMARKS:
None.

CONVERSION FACTORS:
mm + 25.4 = inches
g/m² + 28.35 x .835 = oz/yd²

(Page 2 of 2)

The results contained in this report relate only to item(s) tested. The test report shall not be reproduced, except in full, without written approval from The Govmark Organization, Inc.

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DIVERSIFIED

TESTING LABORATORIES, INC.



"We Test Per Your Request" →

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

May 13, 2005

Mr. Richard Cohen
 CHEM-TICK COATED FABRICS, INC.
 P.O. Box 930
 Hicksville, NY 11802

Reference: Laboratory Test Report
 Lab Identification No. 4230
 Invoice No. 7032 (Attached)

Dear Mr. Cohen:

One (1) sample, identified as **CLEAR-SAFE**, was received and tested in accordance with the FTMS 191 test procedures outlined. The results are as follows:

<u>Test Procedures</u>	<u>Test Results</u>	
	<u>Length</u>	<u>Width</u>
Breaking Strength (lbf) Method 5100 (Grab)	123.0	109.0
Tearing Strength (lbf) Method 5134 (Tongue)	70.3+	60.3

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

Sincerely,

Karen S. Matkins

KSM/mr
 Attachment

Received: 05/31/2012	Completed: 06/01/2012	Letter: L1	rb	P.O.#: E801731	Test Report #: 2-92535-1-
Client's Identification	Style: Item 25794. Lot 374531, SOFTTICK CK012-10.7 Clear. Content: Polyester. Width: 86". Weight: 10.7 oz. End Use: Mattress Ticking.				
Tested For: All Khan	Key Test: CA 117 E				125
Vintex Inc. 1 Mount Forest Drive Mt. Forest, ON, N0G 2L2 Canada	Tel: 1-519-323-0100 x328		Ext:		
	Fax: 1-519-323-0333				

CA 117: LE 2000; R 7/09; V 7/09

PC: .5H+.5H

DL/jd

TEST PERFORMED: California Technical Bulletin 117 (March 2000) Section E Upholstery Fabrics

RESULTS:	LENGTH		WIDTH
Specimen	Burning Time (seconds)	Specimen	Burning Time (seconds)
#1 Face	DNI	#6 Face	DNI
#2 Face	DNI	#7 Face	DNI
#3 Face	DNI	#8 Back	DNI
#4 Back	DNI	#9 Back	DNI
#5 Back	DNI	#10 Back	DNI
Avg:		Avg:	

NOTE: This is a minimal flammability test to screen out highly flammable materials.

REMARKS: None.

ACCEPTANCE CRITERIA: Shall meet Class I of CS 191-53 --

Minimum Average Burning Time (Flame Spread)

- Plain Surface Materials: 3.5 Seconds or No Recordable Burning Time
- Raised Surface Materials: 7.0 Seconds or No Recordable Burning Time

ABBREVIATIONS OF "NO RECORDABLE BURNING TIME" CATEGORIES:

- DNI = Did not ignite when exposed to test ignition source.
- IBE = Ignited but extinguished before burning through stopcord.
- SF = Surface flash only; stopcord not burned & no burning/charring/fusing of the base fabric.
- TSF = Timed surface flash; stopcord burned, but no burning/charring/fusing of the base fabric.

CONCLUSION: Based on the above Results and Acceptance Criteria, the item tested:

- Complies; Does not comply

CERTIFICATION: I certify that the above results were obtained after testing specimens in accordance with the procedures and equipment specified by California Technical Bulletin 117 (March 2000) Section E Upholstery Fabrics.

Robert I. Brown

JUN 13 2012

 AUTHORIZED SIGNATURE
 THE GOVMARK ORGANIZATION, INC. /jb lgb

(Page 1 of 1)



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PVC INSTITUTIONAL MATTRESS/PILLOW SURFACE FABRIC - Pigmented or Clear

<u>Typical Physical Properties:</u>	<u>Typical Test Results:</u>	<u>Test Method:</u>
Total Weight (oz/yd ²):	10.5 (+/- .5)	ASTM D3776
Fabric Weight (oz/yd ²):	1.6	ASTM D3776
Substrate Description:	Circular knit	
Coating:	<u>EXTRUDED</u> PVC	
Coating weight (oz/yd ²):	8.9	ASTM D3776
Trapezoid Tear (lbs):	21 (w) x 19 (f)	ASTM D751
Tongue Tear	7 (w) x 9 (f)	ASTM D2261
Grab Tensile (lb/inch):	116 (w) x 71 (f)	ASTM D751
Adhesion (lb/inch):	4.0 (w) x 6.7 (f)	ASTM D751
Flame Resistance:	Pass	NFPA 701-2004 TM2
	Pass	Cal 117 Section E
	Pass	CFR 1633 in proper composite
Standard Antimicrobial*:	ULTRA FRESH® EPA Registration No. 10466-28	
	Pass	AATCC 30-1988
	Pass	AATCC 100-1999
	Pass	AATCC 147-1998
	Pass	NY State 1241.1985
Foam Compatible:	Pass – Loss < 3.0%	HTM
Draize Dermal Toxicity:	No irritation	
Heat-sealability:	Seam strength 67 lbs with 1 inch RF weld	

ClearView will pass Cal TB 121, Cal TB 129, Cal TB 117, Cal TB 133, Cal TB 603, as well as, CFR 1633 when used as a component in a properly constructed composite.

PVC mattress covering must be produced in a certified ISO 9000 manufacturing facility. The product must not contain phthalates, mercury, lead, or cadmium. The manufacturing under ISO 9000 certification will allow a raw material supply chain verification to certify that none of the mentioned toxins (phthalates, mercury, lead, or cadmium) are contained in the production of the finished product. A third party independent certification employed by the manufacturing facility must be supplied with each shipment confirming the manufacturing has taken place without the introduction of phthalates, mercury, lead, or cadmium in the base PVC formulation, the pigmenting system as well as the antimicrobial.