



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 7, 2016

INVITATION TO BID #2-2016 Sealed Detention Mattresses January 21, 2016

Bid Opening Date: January 21, 2016

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

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 **1/21/2016**. 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 Circle, 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 <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: 15-45 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: Bob Barker Company, Inc.

Firm Name

134 N. Main St. / PO Box 429

Address

Fuquay-Varina, NC 27526

City, State & Zip

Bid must be signed:
(original signature)

Talia Rosario, Pricing Specialist
Signature of Authorized Company Representative – Title
Talia Rosario

Representative's Name (Typed or printed)

919-346-2137 / 800-322-7537

Area Code - Phone – Extension

Fax #

taliarosario@bobbarker.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, Talia Rosario, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Talia Rosario and he/she is the individual submitting the bid or is the authorized representative of Bob Barker Company, Inc. 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.

Talia Rosario

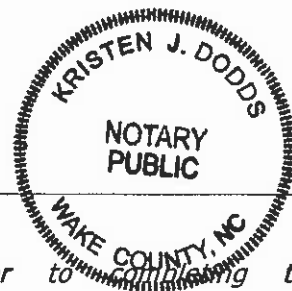
STATE OF NC.

COUNTY OF Wake

The foregoing instrument was subscribed, sworn to and acknowledged before me by Talia Rosario on this the 20th day of January, 2016.

My Commission expires: April 19th 2020

Kristen J. Dodds
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 #2-2016 Sealed Detention Mattresses"

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 3-1 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.
- 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

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 **Talia Rosario,**
Pricing Specialist

Bob Barker Company, Inc.

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

**Talla Rosario ,
Pricing Specialist**

1.20.2016
Date

Lexington-Fayette Urban County Government
Division of Community Corrections
Bid #2-2016 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 chayes@lexingtonky.gov.

PRICING:

Quantity	Description	Price Each	Total Price
1000	Sealed Detention Mattresses 4.5" x 25" x 75"	\$ 70.22	\$ 70,220.00



P.O. Box 429
Fuquay-Varina, NC 27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com

Flame-Chek Supreme Mattress w/Pillow

SS257545P
SS277545P
SS307545P

General Specs

- **General Description:** Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- **Color:** : Ocean Blue, non-fading, non-bleeding
- **Sizes:** 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- **Weight:** 25" W – 11 lbs.; 27" W – 13.6 lbs.; 30" W – 15.5 lbs.
- **Seams:** 100% Sealed Seams (Absolutely No Stitching)
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- **Flammability:** meets and exceeds the requirements of:
 - California Technical Bulletin 129
 - California Technical Bulletin 121
 - 16 CFR Part 1633
- **Construction:** Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- **Country of Origin:** Made in USA

Core Specs

- **Material:** 100% Polyester Fiber Pad
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- **Weight:** 13 oz. core
- **Core** does not contain hazardous chemical by-products – 100% recyclable “green”

Cover Specs

- **Material:** Thermal Polyurethane Coated Nylon Fabric, Will not crack
- **Thickness:** 25 mil
- **Weight:** 7.2 oz. per sq yard
- **Flammability:** exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- **Seam Strength:** in excess of 33lbs/in
- **Breathable Vent:** Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
 - Located on the foot of the mattress to discourage tampering
- **Anti-Fungal Inhibition** – AATCC Method 30-1988 Pass
- **Bacteria Resistance** – AATCC Method 147-1988 Pass
- **Water Resistant:** Resist Liquid, body waste and hospital medications
- **Dimensional Stability:** Warranty against cracking
- **Tear Strength:** Excellent tear strength
 - ISO 4674 W*-5.1 F**-7.8
- **Flex resistance:** ISO 5402 200,000 cycles -- no loss of quality
- **Breaking Strength:** Construction designed for ticking fabrics (vinyl fabrics).
 - W* – 146 lbs. /in. F** – 45 lbs. /in.
- **Primary Skin Irritation test** Draize Dermal result -Non Allergenic.

* Warp is the scrim running length of the fabric.
**Fill is the scrim running the width of the fabric.



P O Box 429
Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ SS307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson
Product Manager
Bob Barker Company Inc.

(919) 346-2124
sharonwatson@bobbarker.com



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-1	Date:	March 11, 2011
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SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager

This document is Issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at www.sgs.com/terms_e- www.sgs.com/terms_and_conditions.htm and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction Issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its Intervention only and within the limits of Client's Instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 90 days only. Avenue, Tulsa, OK 74116 t (918) 437-8333 f (918) 437-8487 www.sgs.com



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type^A</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	73	107	0:01:00	-	-
Heat Release Rate (kW)	0	23	0:01:03	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 12:34pm – Start of Test
- 12:35pm – Burners removed
- 12:36pm – Low all
- 12:43pm – Candle flames
- 1:05pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

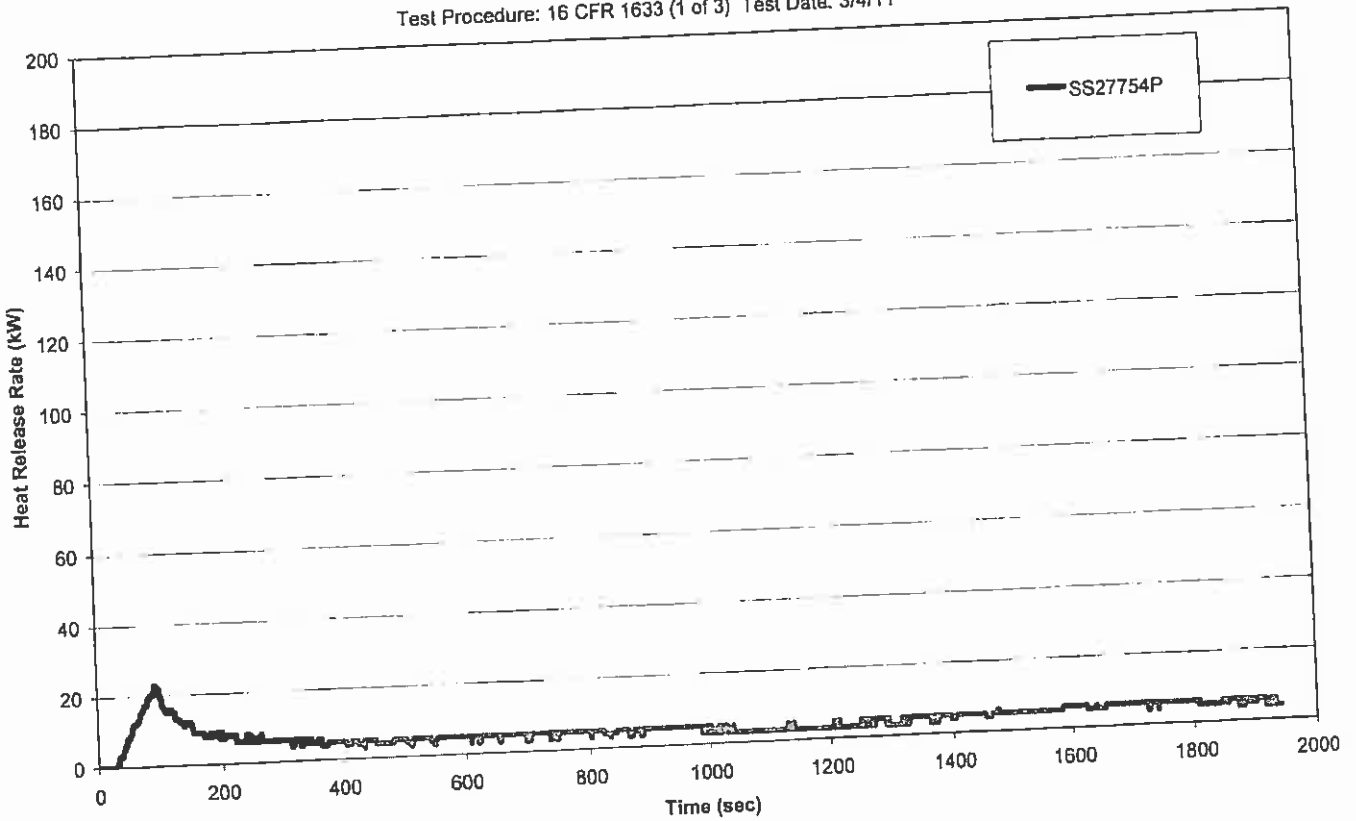


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

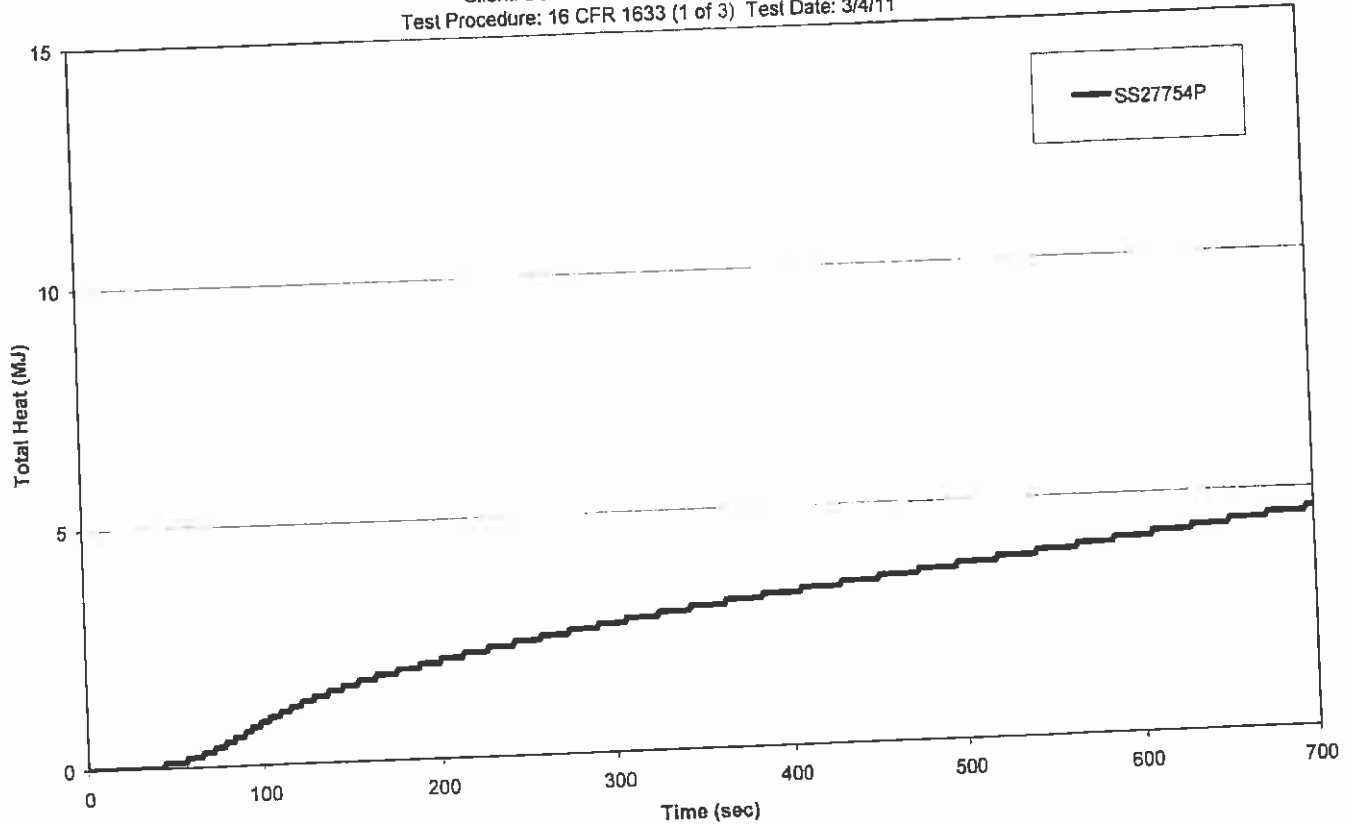
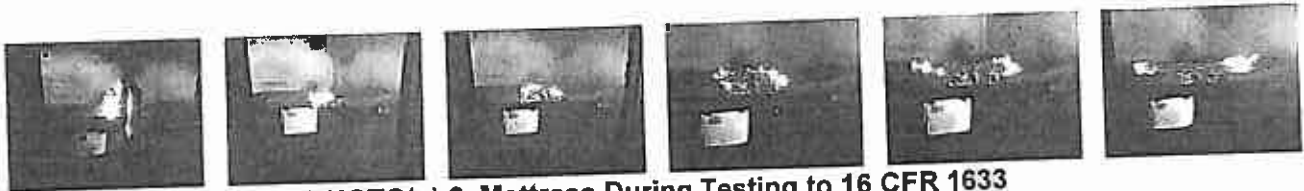


Figure 2. Total Heat vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

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GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sales contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abrogates, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company (including which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-reimbursable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless such is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to the Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any Relationship(s) hereunder shall be governed by the substantive laws of New Jersey. The rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey. The rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rumson, New Jersey.



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-2	Date:	March 11, 2011
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SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM

Cody Allen
Engineering Technician / Test Operator

J. Brian McDonald
Fire Technology Department Manager



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	78	101	0:01:01	-	-
Heat Release Rate (kW)	0	22	0:01:04	200	PASS
Total Heat Release -- First 10 Min (MJ)	0	2.6	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:11pm – Start of Test
- 1:12pm – Burners removed
- 1:13pm – Low all
- 1:15pm – Steady and slow flame progression
- 1:42pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (2 of 3) Test Date: 3/4/11

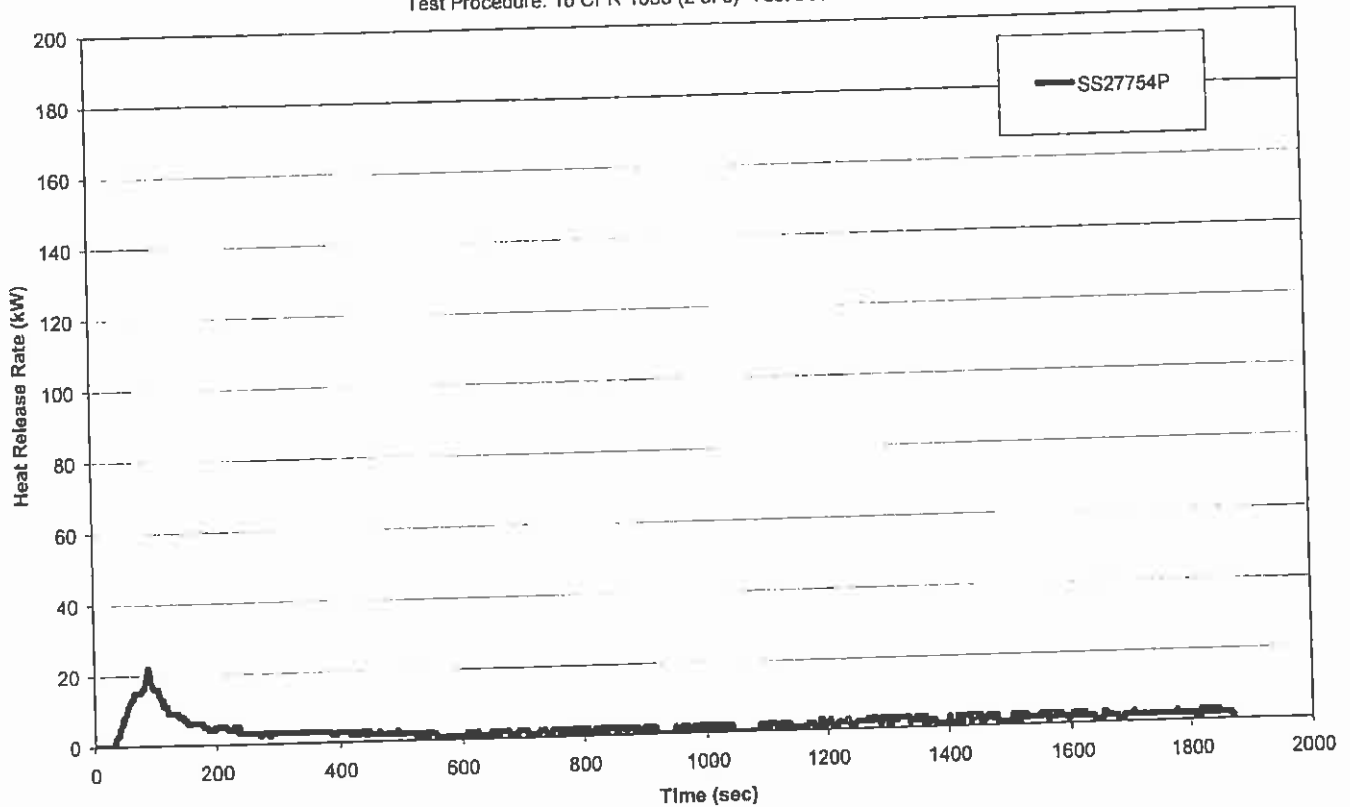


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

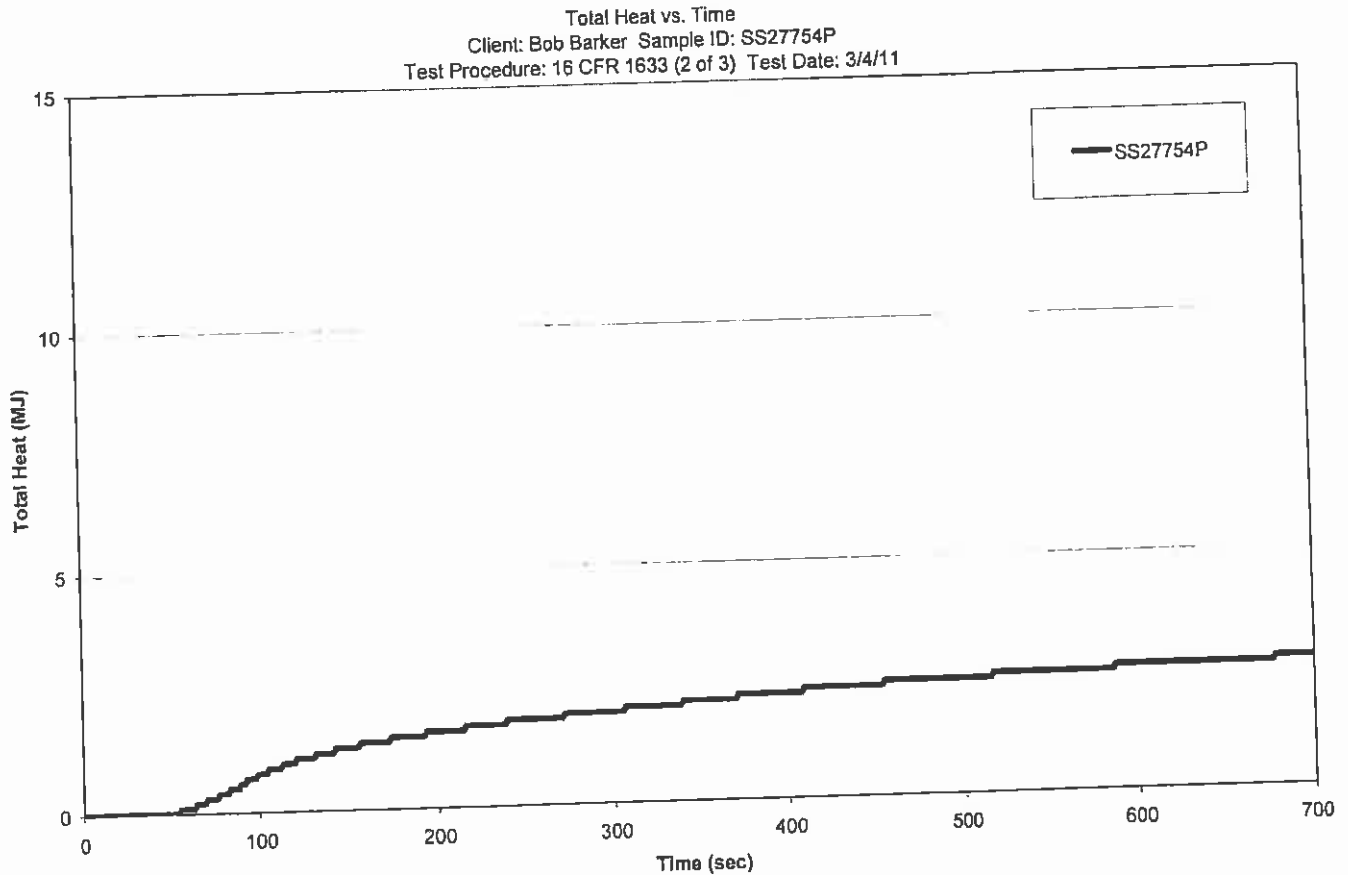
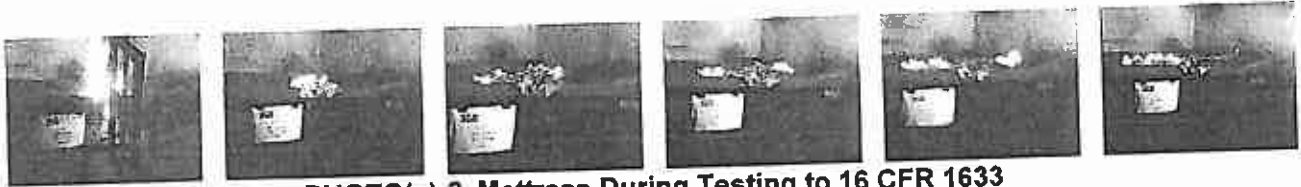


Figure 2. Total Heat vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

(a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(c) supply, if required, any special equipment and personnel necessary for the performance of the services;

(d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

(e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

(f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company (including which interest will become due at a rate of 1.5% per month for such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and whatsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and all whatsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

B. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

B. Special Condition

Notwithstanding the provisions of clause B above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Raherford, New Jersey.



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-3	Date:	March 11, 2011
-----------------	-----------	-------	----------------

SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager

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Tulsa, OK 74116 t (918) 437-8333 f (918) 437-8487 www.sgs.com



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	74	112	0:01:06	-	-
Heat Release Rate (kW)	0	23	0:01:10	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:53pm – Start of Test
- 1:54pm – Burners removed
- 1:55pm – Low all
- 1:57pm – Steady and slow flame progression
- 2:24pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

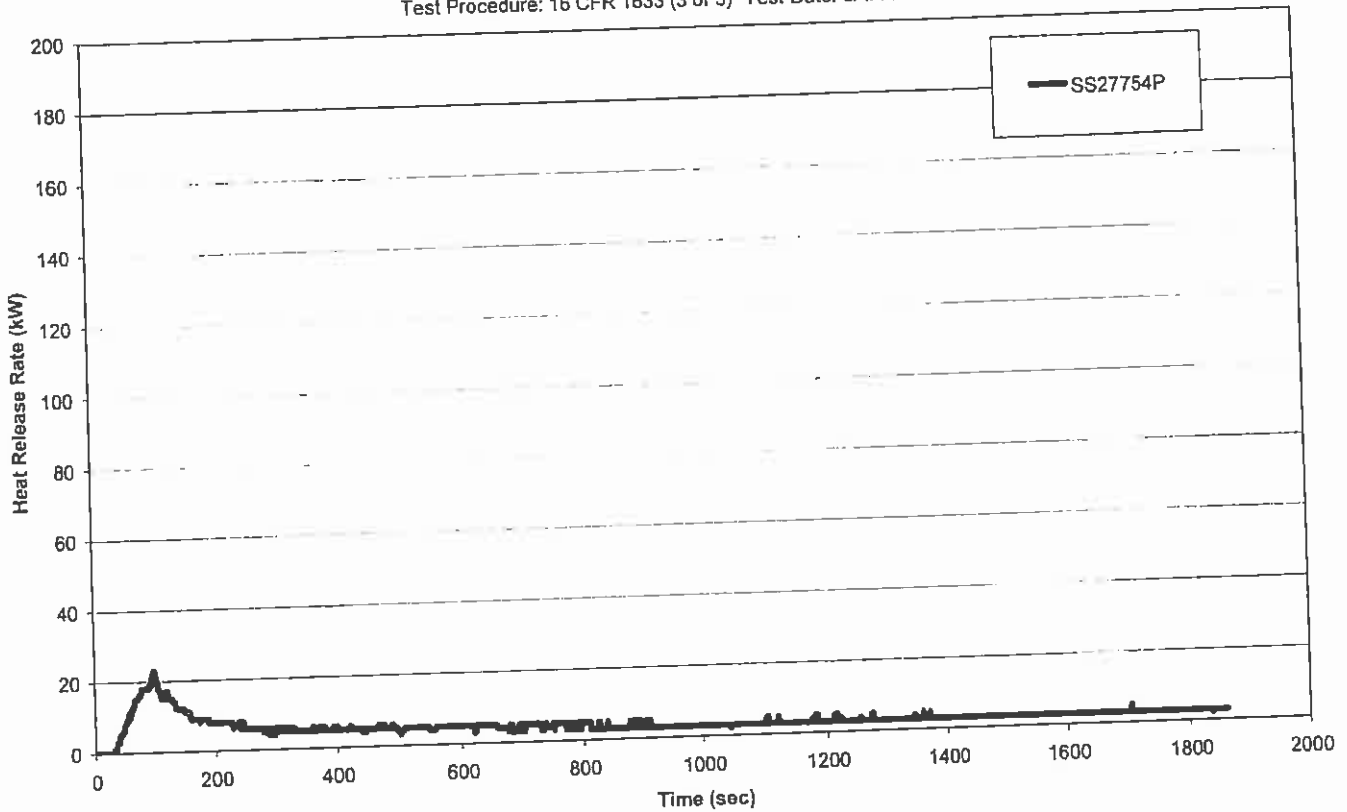


Figure 1. Heat Release vs. Time Graph

GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

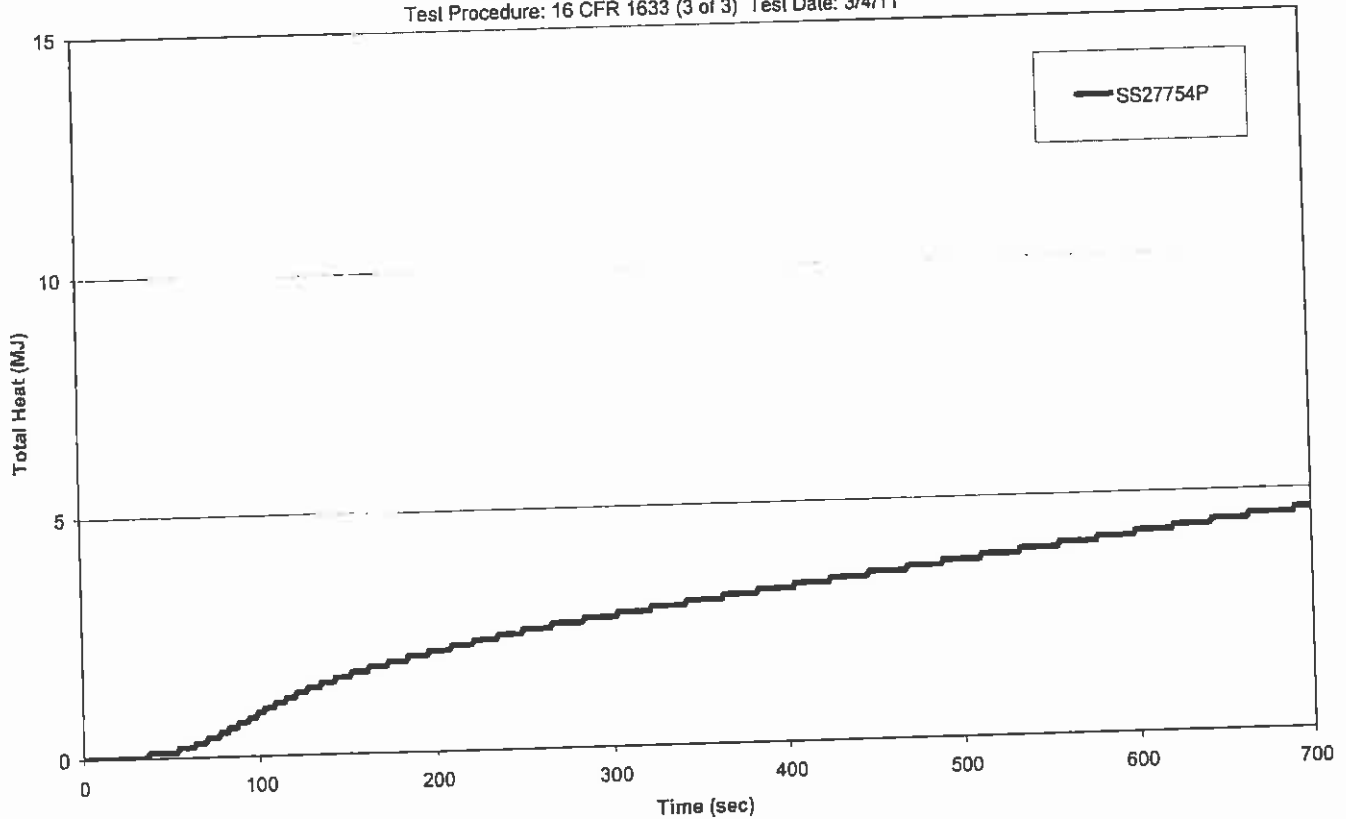


Figure 2. Total Heat vs. Time Graph

PHOTOS:

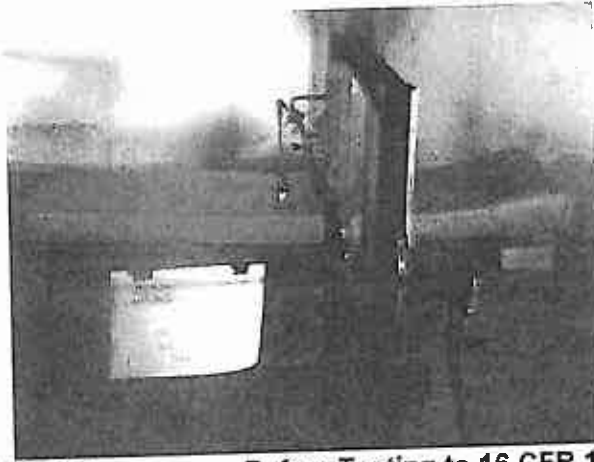


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(S) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

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GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationships between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, delegates, subrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

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(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless such is brought within one year from:

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element

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CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC
JIM STOREY
P.O. BOX 429
FUQUAY VARINA, NC 27526

Tested By:
Thomas Wilson
Certified by:
Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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This project shall be governed exclusively by the General Terms and Conditions of Sale and Performance of Testing Services by Element Materials Technology. In no event shall Element Materials Technology be liable for any consequential, special or indirect loss or any damages above the cost of the work.

Sample ID: SS30754P



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OPEN FLAME EVALUATION – CA TB 129 / ASTM E1590

TEST RESULTS SUMMARY:

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

PROJECT #:	30161 15-ESP018854 BOB BARKER
TEST SEQUENCE #:	2
TEST CONFIGURATION:	Open HOOD
PRODUCT MANUFACTURER or SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	SS30754P
TEST AREA: temp (°F) / R.H. (%): CONDITIONING ROOM: temp (°F) / R.H. (%): TIME OUT OF CONDITIONING (removal / test start - total):	71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes
TOTAL INITIAL MASS (kg):	6.90
TEST DATE:	01-28-2015
COMMENTS:	
Test Operator:	THOMAS WILSON
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 kW	Pass
Time @ peak release (mm:ss):	02 : 23	--	--
Total heat released @ 10 min (MJ):	4.8	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):	0.17	--	--
Time @ peak smoke (mm:ss):	01 : 35	--	--
Total smoke released @ 10 min (m³):	18.3	--	--

PASS/FAIL CRITERIA: (CA TB 129 only)

**PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW
 TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ
 MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)**

Sample ID: SS30754P



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STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 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, 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: 653286	Calibration due date: 06-11-15
Dry Test Meter	s/n: 09L001965	Calibration due date: 02-27-15

REMARKS:

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

Tested by:

**Thomas Wilson
Engineering Technician
Sleep System Evaluation**

Certified by:

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

Sample ID: SS30754P

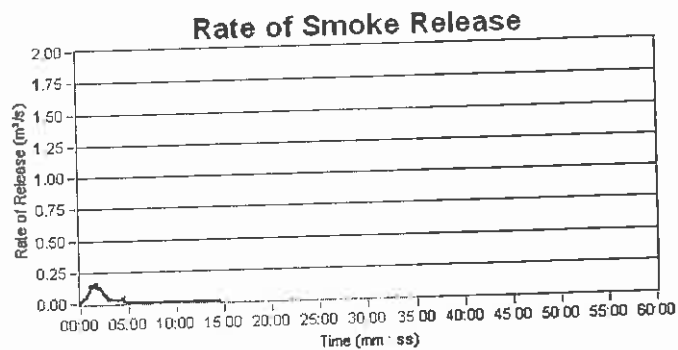
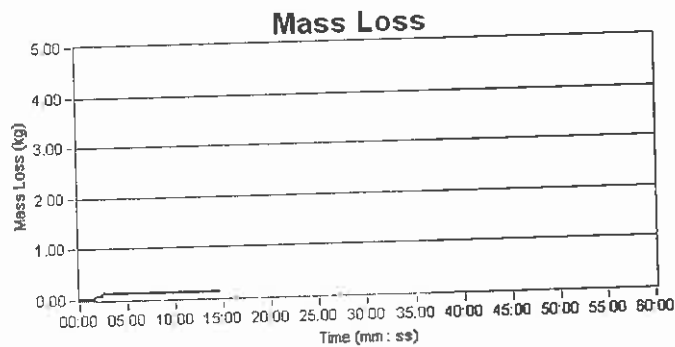
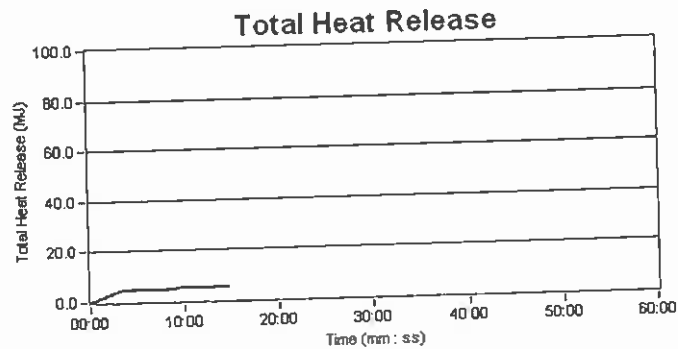
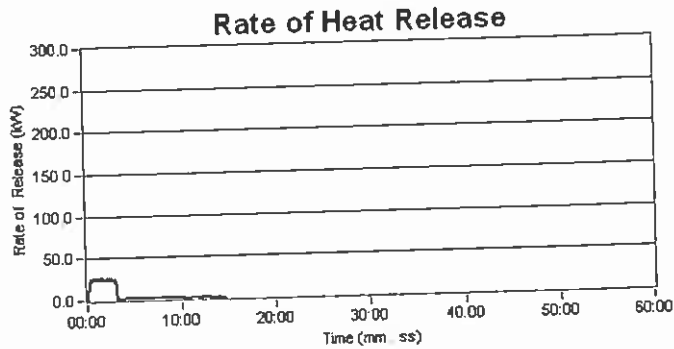


OBSERVATIONS:

Time (mm : ss)	Observation
00 : 00	Burner ON
01 : 17	Flaming Droplets
03 : 00	Burner OFF
07 : 16	All signs of combustion have ceased
07 : 17	IR 242.0
12 : 19	IR 101.1
14 : 51	Test Completed

Sample ID: SS30754P

GRAPHS:



Sample ID: SS30754P



TEST PHOTO: BEFORE TEST



TEST PHOTO: DURING BURNER IGNITION



Sample ID: SS30754P

TEST PHOTO: AFTER 5 MINUTES



TEST PHOTO: AFTER 10 MINUTES



Sample ID: SS30754P

ChemCare Laboratory Report

<u>Property</u>	<u>Test Method</u>	<u>Test Results</u>
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance Activity Reduction %	AATCC Method 30-1988	Pass
Staph Aureus (Gram +)	AATCC Method 147 – 1988	Pass
Kleb. Pneumoniae (Gram -)		Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m ² /1hr)	ASTM E96	5.0
Tear Strength , lbs.	ISO 4674 Test Performed After Material stetched	W-7.5 F-7.9
Tensile STrength. lbs.	ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality



P.O. Box 429
Fuquay-Varina, NC 27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com

Flame-Chek Supreme Mattress w/Pillow

SS257545P
SS277545P
SS307545P

General Specs

- **General Description:** Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- **Color:** : Ocean Blue, non-fading, non-bleeding
- **Sizes:** 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- **Weight:** 25" W – 11 lbs.; 27" W – 13.6 lbs.; 30" W – 15.5 lbs.
- **Seams:** 100% Sealed Seams (Absolutely No Stitching)
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- **Flammability:** meets and exceeds the requirements of:
 - California Technical Bulletin 129
 - California Technical Bulletin 121
 - 16 CFR Part 1633
- **Construction:** Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- **Country of Origin:** Made in USA

Core Specs

- **Material:** 100% Polyester Fiber Pad
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- **Weight:** 13 oz. core
- **Core** does not contain hazardous chemical by-products – 100% recyclable "green"

Cover Specs

- **Material:** Thermal Polyurethane Coated Nylon Fabric, Will not crack
- **Thickness:** 25 mil
- **Weight:** 7.2 oz. per sq yard
- **Flammability:** exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- **Seam Strength:** in excess of 33lbs/in
- **Breathable Vent:** Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
 - Located on the foot of the mattress to discourage tampering
- **Anti-Fungal Inhibition** – AATCC Method 30-1988 Pass
- **Bacteria Resistance** – AATCC Method 147-1988 Pass
- **Water Resistant:** Resist Liquid, body waste and hospital medications
- **Dimensional Stability:** Warranty against cracking
- **Tear Strength:** Excellent tear strength
 - ISO 4674 W*-5.1 F**-7.8
- **Flex resistance:** ISO 5402 200,000 cycles – no loss of quality
- **Breaking Strength:** Construction designed for ticking fabrics (vinyl fabrics).
 - W* – 146 lbs. /in. F** – 45 lbs. /in.
- **Primary Skin Irritation test** Draize Dermal result -Non Allergenic.

* Warp is the scrim running length of the fabric.
**Fill is the scrim running the width of the fabric



P O Box 429
Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ SS307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson
Product Manager
Bob Barker Company Inc.

(919) 346-2124
sharonwatson@bobbarker.com



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526
Attn: Carla Parker

Table with 4 columns: Test Report No., 2328231-1, Date, March 11, 2011

SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:
• Model Name: SS27754P
• Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS - NORTH AMERICA, INC.

KSM

Cody Allen
Engineering Technician / Test Operator

J. Brian McDonald
Fire Technology Department Manager

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Test Procedure and Results

PROCEDURE:

The sample 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 inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type^A</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	73	107	0:01:00	-	-
Heat Release Rate (kW)	0	23	0:01:03	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 12:34pm – Start of Test
- 12:35pm – Burners removed
- 12:36pm – Low all
- 12:43pm – Candle flames
- 1:05pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

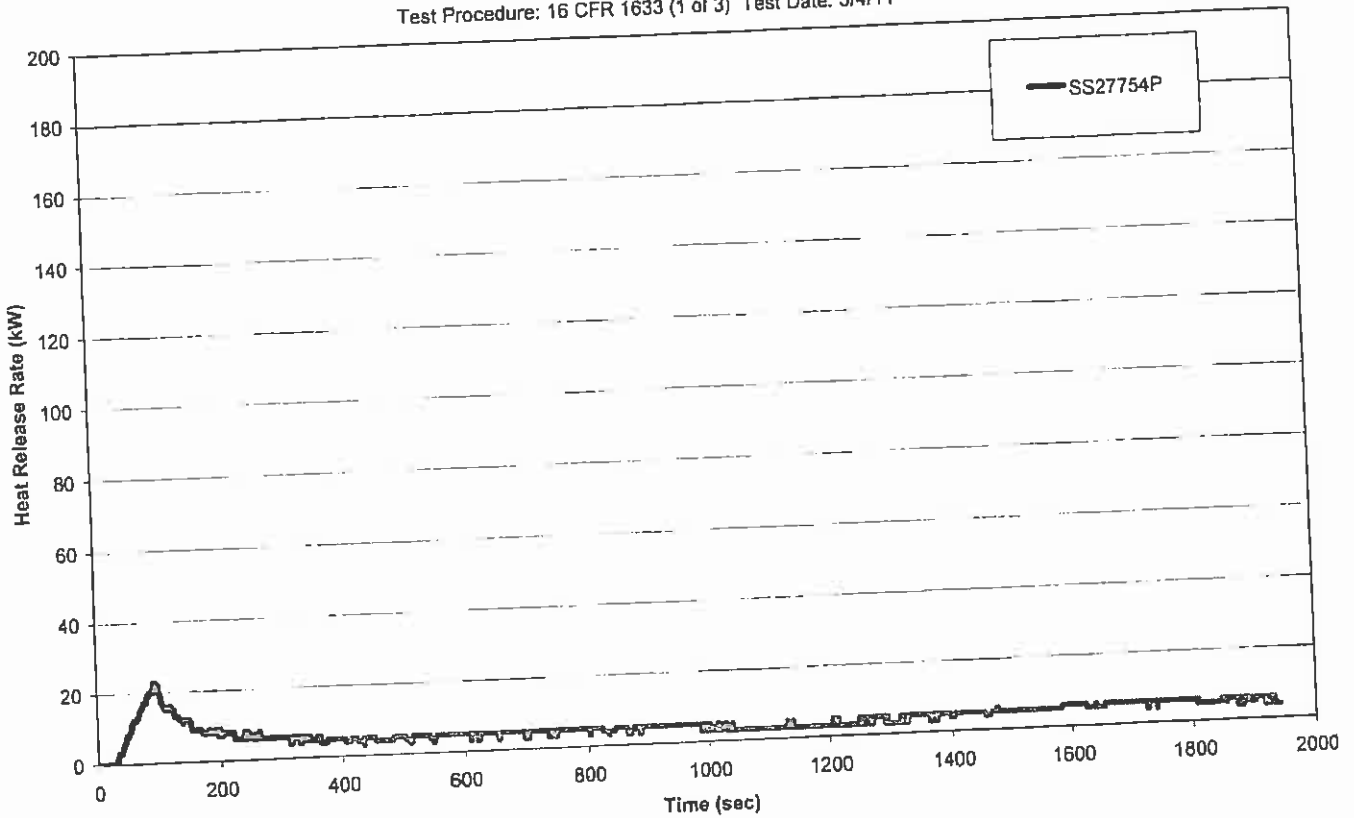


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

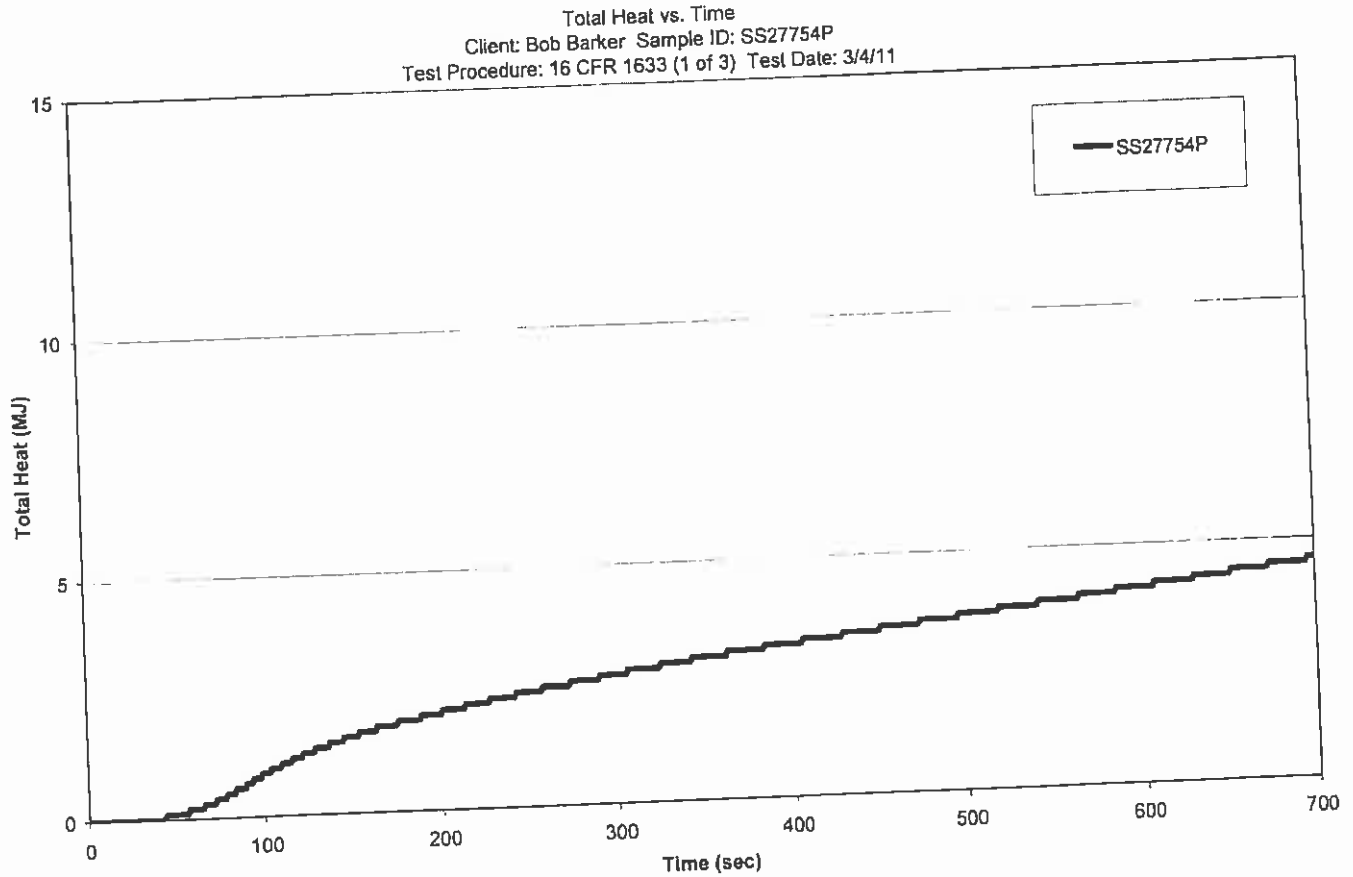


Figure 2. Total Heat vs. Time Graph

PHOTOS:

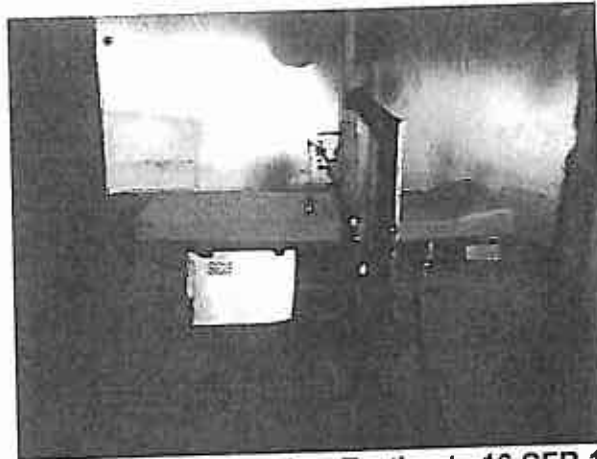


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(S) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

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GENERAL CONDITIONS OF SERVICE

1. General

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all orders or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
 - (2) any relevant trade custom, usage or practice; and/or
 - (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company (adding which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received).
- (c) Client shall not be entitled to retain or delay payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incurred results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
- (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill, and cost of the product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

- (b) **Warranty:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive law of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rumson, New Jersey.



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-2	Date:	March 11, 2011
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SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	78	101	0:01:01	-	-
Heat Release Rate (kW)	0	22	0:01:04	200	PASS
Total Heat Release – First 10 Min (MJ)	0	2.6	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:11pm – Start of Test
- 1:12pm – Burners removed
- 1:13pm – Low all
- 1:15pm – Steady and slow flame progression
- 1:42pm – End of Test

GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (2 of 3) Test Date: 3/4/11

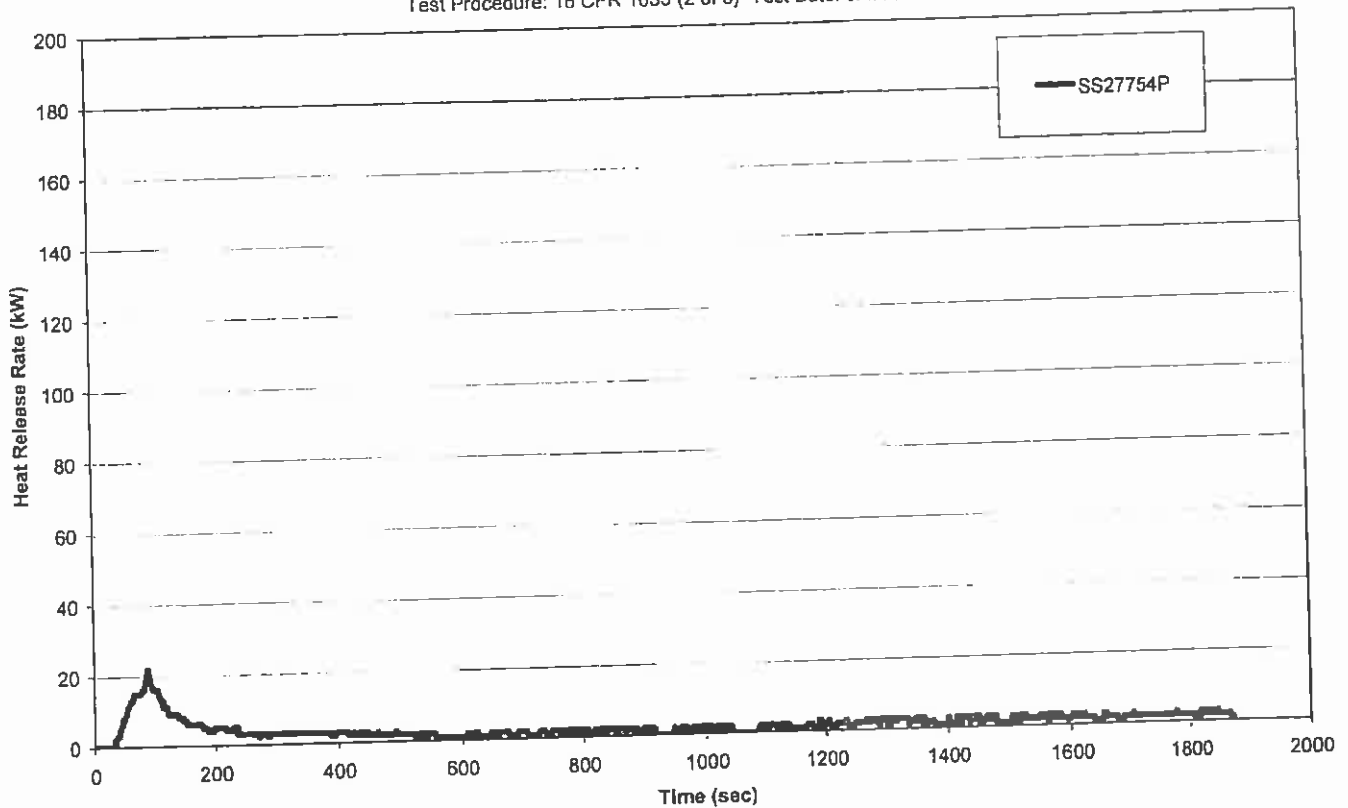


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

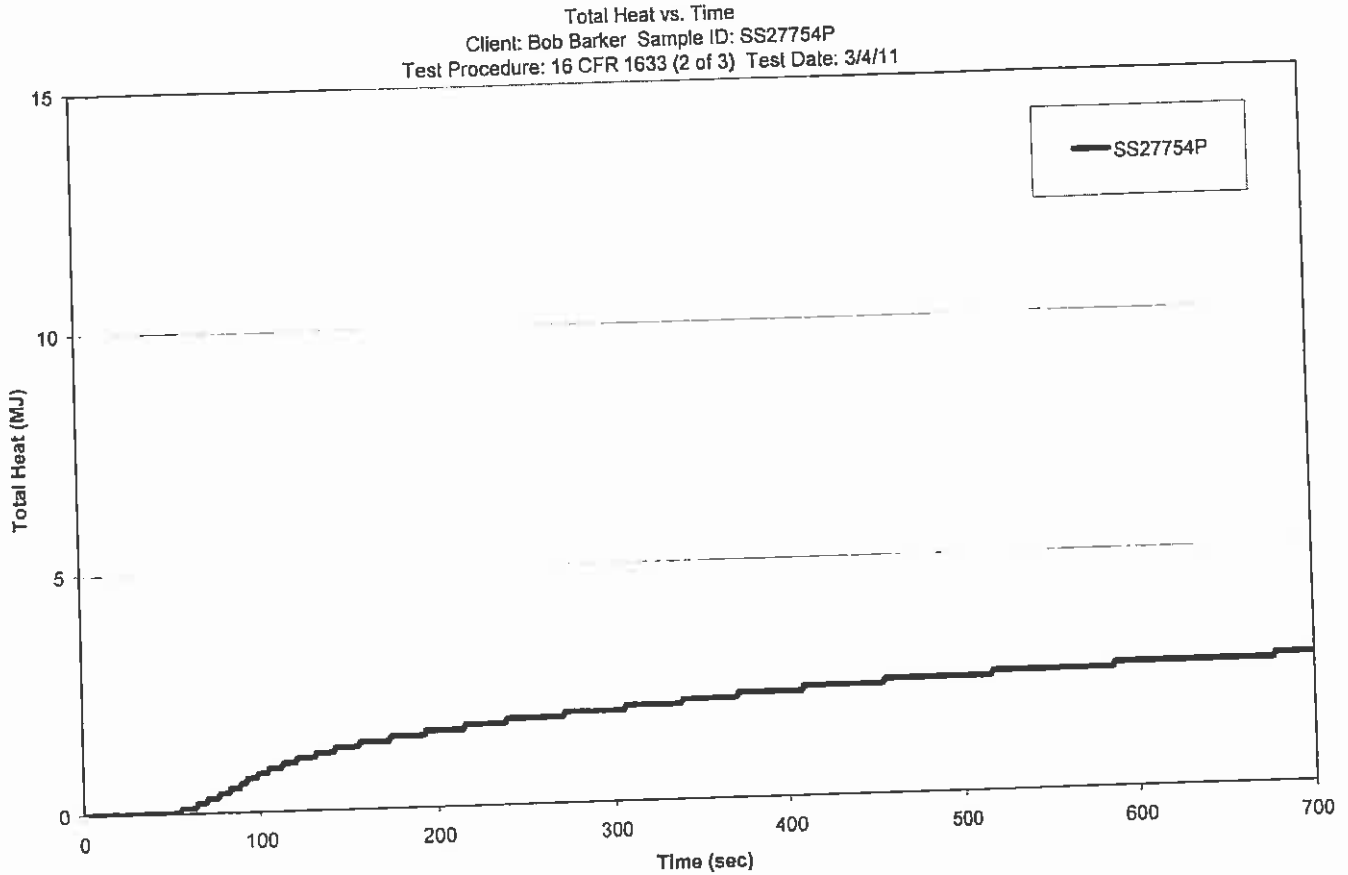


Figure 2. Total Heat vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

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GENERAL CONDITIONS OF SERVICE

1. General

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 - (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
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- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are accepted to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abrogates, or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

- (c) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-reimbursable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and whatsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
- (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

- (b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in New Jersey.



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-3	Date:	March 11, 2011
-----------------	-----------	-------	----------------

SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager



Test Procedure and Results

PROCEDURE:

The sample 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 inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	74	112	0:01:06	-	-
Heat Release Rate (kW)	0	23	0:01:10	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:53pm – Start of Test
- 1:54pm – Burners removed
- 1:55pm – Low all
- 1:57pm – Steady and slow flame progression
- 2:24pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

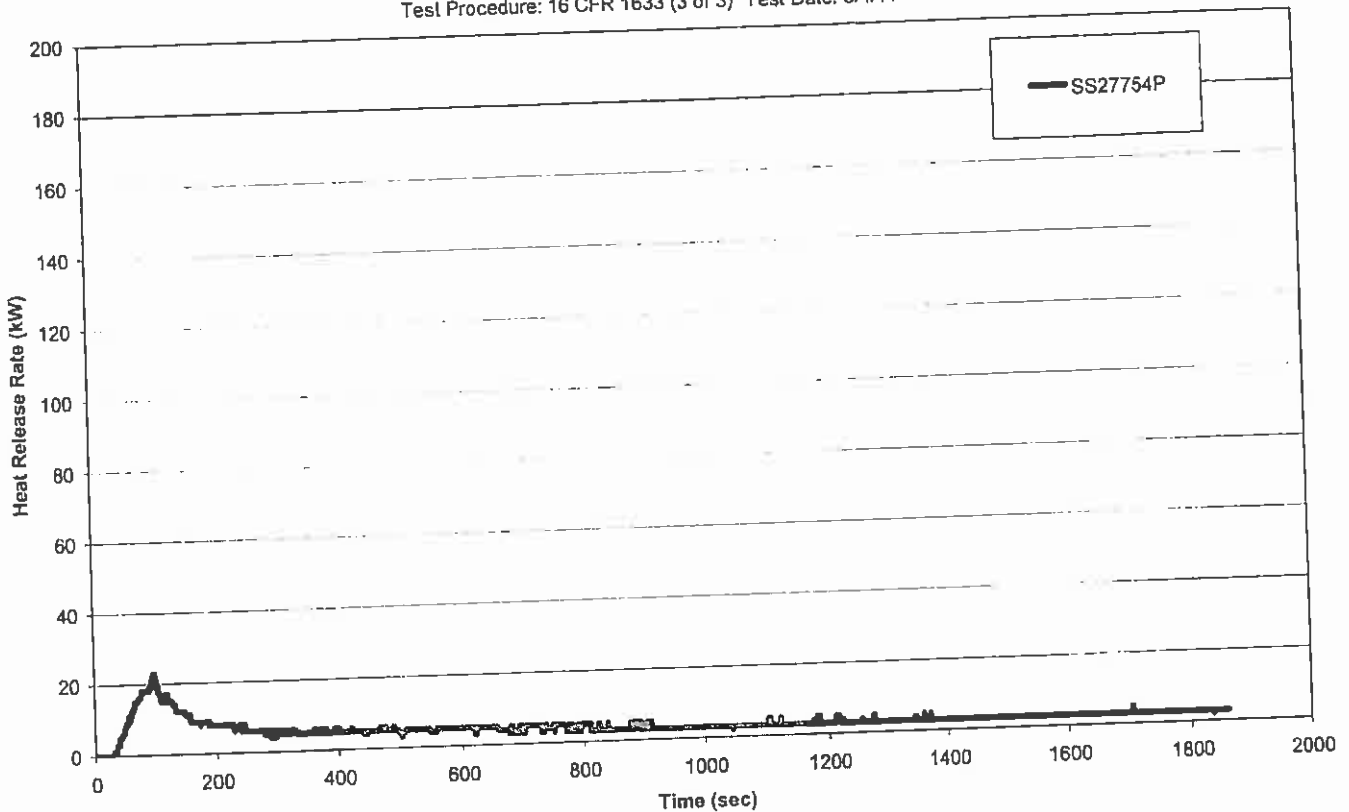


Figure 1. Heat Release vs. Time Graph

GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

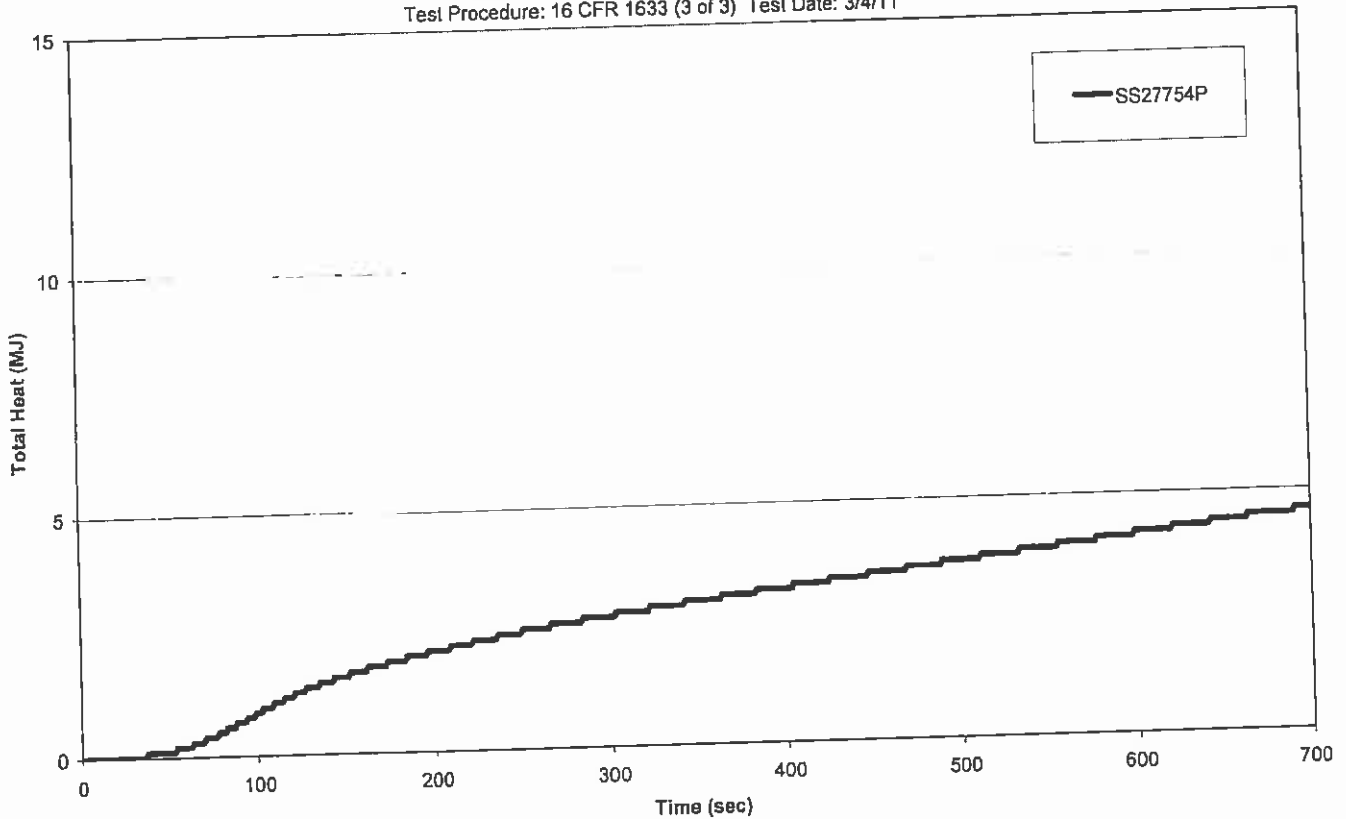


Figure 2. Total Heat vs. Time Graph

PHOTOS:

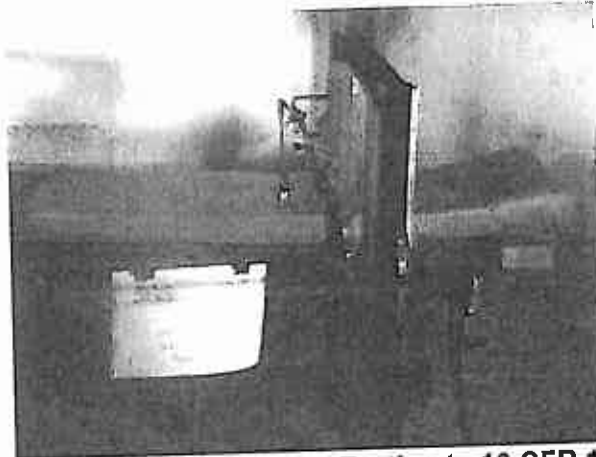


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(S) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

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GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on these samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in Clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, aggregates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and weight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company (including interest which will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received).

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

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(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

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(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

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CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC
JIM STOREY
P.O. BOX 429
FUQUAY VARINA, NC 27526

Tested By:
Thomas Wilson
Certified by:
Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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This project shall be governed exclusively by the General Terms and Conditions of Sale and Performance of Testing Services by Element Materials Technology. In no event shall Element Materials Technology be liable for any consequential, special or indirect loss or any damages above the cost of the work.

Sample ID: SS30754P



OPEN FLAME EVALUATION – CA TB 129 / ASTM E1590

TEST RESULTS SUMMARY:

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

PROJECT #:	30161 15-ESP018854 BOB BARKER
TEST SEQUENCE #:	2
TEST CONFIGURATION:	Open HOOD
PRODUCT MANUFACTURER or SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	SS30754P
TEST AREA: temp (°F) / R.H. (%): CONDITIONING ROOM: temp (°F) / R.H. (%): TIME OUT OF CONDITIONING (removal / test start - total):	71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes
TOTAL INITIAL MASS (kg):	6.90
TEST DATE:	01-28-2015
COMMENTS:	
Test Operator:	THOMAS WILSON
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 kW	Pass
Time @ peak release (mm:ss):	02 : 23	--	--
Total heat released @ 10 min (MJ):	4.8	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):	0.17	--	--
Time @ peak smoke (mm:ss):	01 : 35	--	--
Total smoke released @ 10 min (m³):	18.3	--	--

PASS/FAIL CRITERIA: (CA TB 129 only)

**PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW
TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ
MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)**

Sample ID: SS30754P



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 element.com

STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 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, 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: 653286	Calibration due date: 06-11-15
Dry Test Meter	s/n: 09L001965	Calibration due date: 02-27-15

REMARKS:

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

Tested by:

Thomas Wilson

**Thomas Wilson
 Engineering Technician
 Sleep System Evaluation**

Certified by:

Brent L. Larson

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

Sample ID: SS30754P



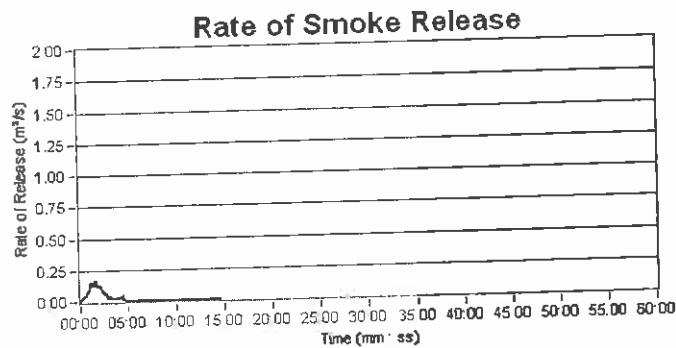
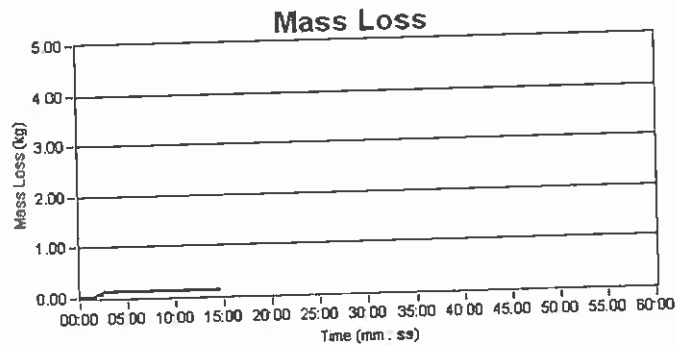
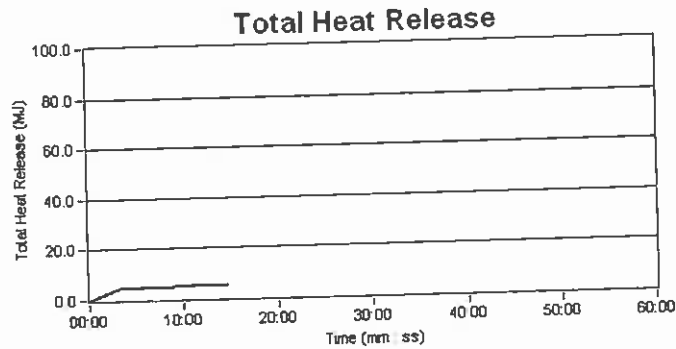
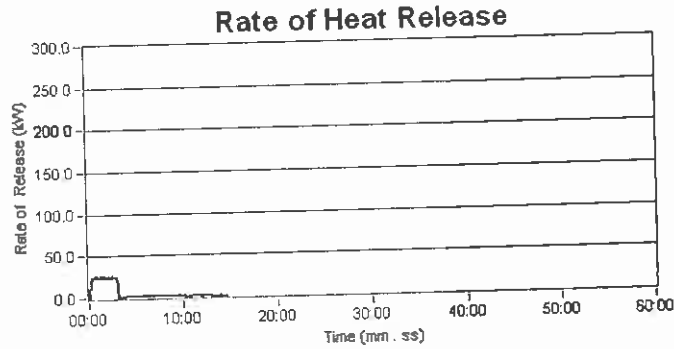
OBSERVATIONS:

Time (mm : ss)	Observation
00 : 00	Burner ON
01 : 17	Flaming Droplets
03 : 00	Burner OFF
07 : 16	All signs of combustion have ceased
07 : 17	IR 242.0
12 : 19	IR 101.1
14 : 51	Test Completed

Sample ID: SS30754P



GRAPHS:



Sample ID: SS30754P



TEST PHOTO: BEFORE TEST

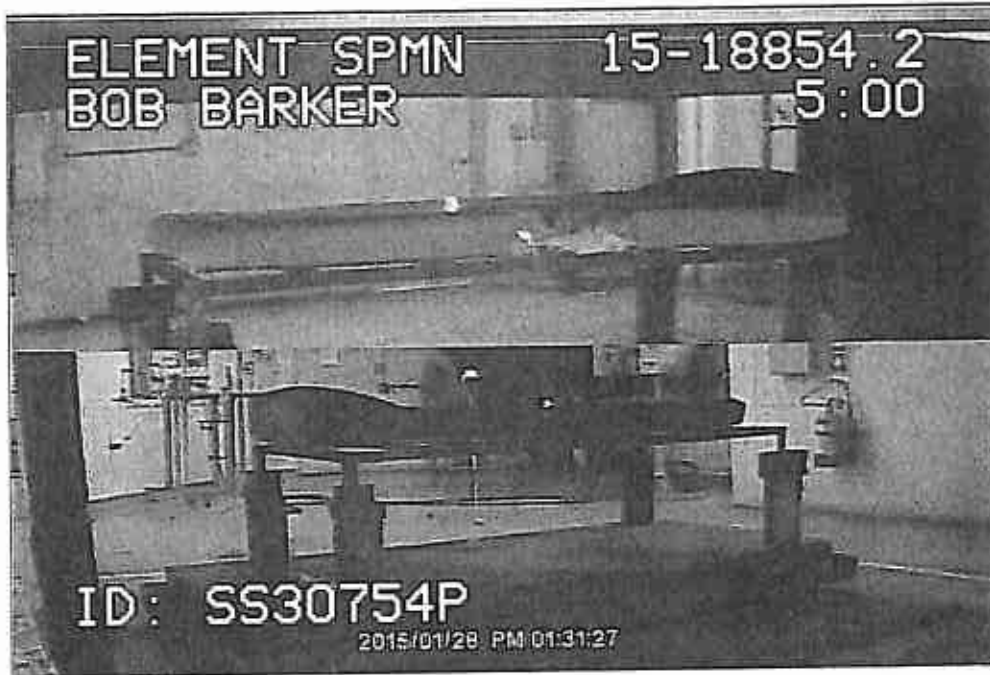


TEST PHOTO: DURING BURNER IGNITION



Sample ID: SS30754P

TEST PHOTO: AFTER 5 MINUTES



TEST PHOTO: AFTER 10 MINUTES



Sample ID: SS30754P

ChemCare Laboratory Report

<u>Property</u>	<u>Test Method</u>	<u>Test Results</u>
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition	AATCC Method 30-1988	Pass
Bacteria Resistance		
Activity Reduction %		
Staph Aureus (Gram +)	AATCC Method 147 – 1988	Pass
Kleb. Pneumoniae (Gram -)		Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m ² /1hr)	ASTM E96	5.0
Tear Strength , lbs.	ISO 4674 Test Performed After Material stetched	W-7.5 F-7.9
Tensile SStrength, lbs.	ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality



P.O. Box 429
Fuquay-Varina, NC 27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com

Flame-Chek Supreme Mattress w/Pillow

SS257545P
SS277545P
SS307545P

General Specs

- **General Description:** Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- **Color:** : Ocean Blue, non-fading, non-bleeding
- **Sizes:** 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- **Weight:** 25" W – 11 lbs.; 27" W – 13.6 lbs.; 30" W – 15.5 lbs.
- **Seams:** 100% Sealed Seams (Absolutely No Stitching)
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- **Flammability:** meets and exceeds the requirements of:
 - California Technical Bulletin 129
 - California Technical Bulletin 121
 - 16 CFR Part 1633
- **Construction:** Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- **Country of Origin:** Made in USA

Core Specs

- **Material:** 100% Polyester Fiber Pad
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- **Weight:** 13 oz. core
- **Core does not contain hazardous chemical by-products – 100% recyclable "green"**

Cover Specs

- **Material:** Thermal Polyurethane Coated Nylon Fabric, Will not crack
- **Thickness:** 25 mil
- **Weight:** 7.2 oz. per sq yard
- **Flammability:** exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- **Seam Strength:** in excess of 33lbs/in
- **Breathable Vent:** Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
 - Located on the foot of the mattress to discourage tampering
- **Anti-Fungal Inhibition – AATCC Method 30-1988 Pass**
- **Bacteria Resistance – AATCC Method 147-1988 Pass**
- **Water Resistant:** Resist Liquid, body waste and hospital medications
- **Dimensional Stability:** Warranty against cracking
- **Tear Strength:** Excellent tear strength
 - ISO 4674 W*-5.1 F**-7.8
- **Flex resistance:** ISO 5402 200,000 cycles -- no loss of quality
- **Breaking Strength:** Construction designed for ticking fabrics (vinyl fabrics).
 - W* – 146 lbs. /in. F** – 45 lbs. /in.
- **Primary Skin Irritation test** Draize Dermal result -Non Allergenic.

* Warp is the scrim running length of the fabric.
**Fill is the scrim running the width of the fabric.



P O Box 429
Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ SS307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson
Product Manager
Bob Barker Company Inc.

(919) 346-2124
sharonwatson@bobbarker.com



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526
Attn: Carla Parker

Table with 2 columns: Test Report No. (2328231-1) and Date (March 11, 2011)

SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:
• Model Name: SS27754P
• Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS - NORTH AMERICA, INC.

KSM

Cody Allen
Engineering Technician / Test Operator

J. Brian McDonald
Fire Technology Department Manager

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at www.sgs.com/terms_e-document.htm and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) were retained for 90 days at Tulsa, OK 74116 t (918) 437-8333 f (918) 437-8487 www.sgs.com



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type^A</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	73	107	0:01:00	-	-
Heat Release Rate (kW)	0	23	0:01:03	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 12:34pm – Start of Test
- 12:35pm – Burners removed
- 12:36pm – Low all
- 12:43pm – Candle flames
- 1:05pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

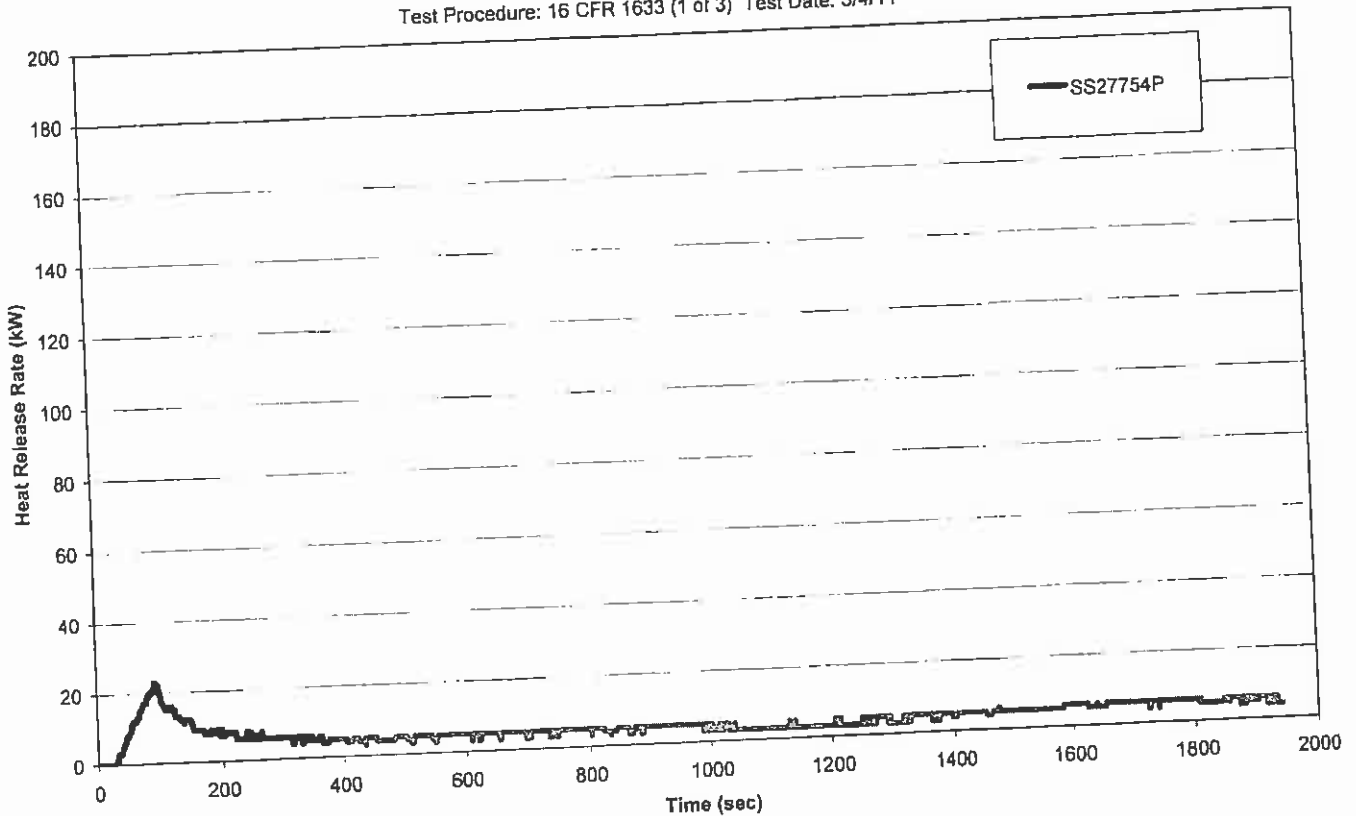


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

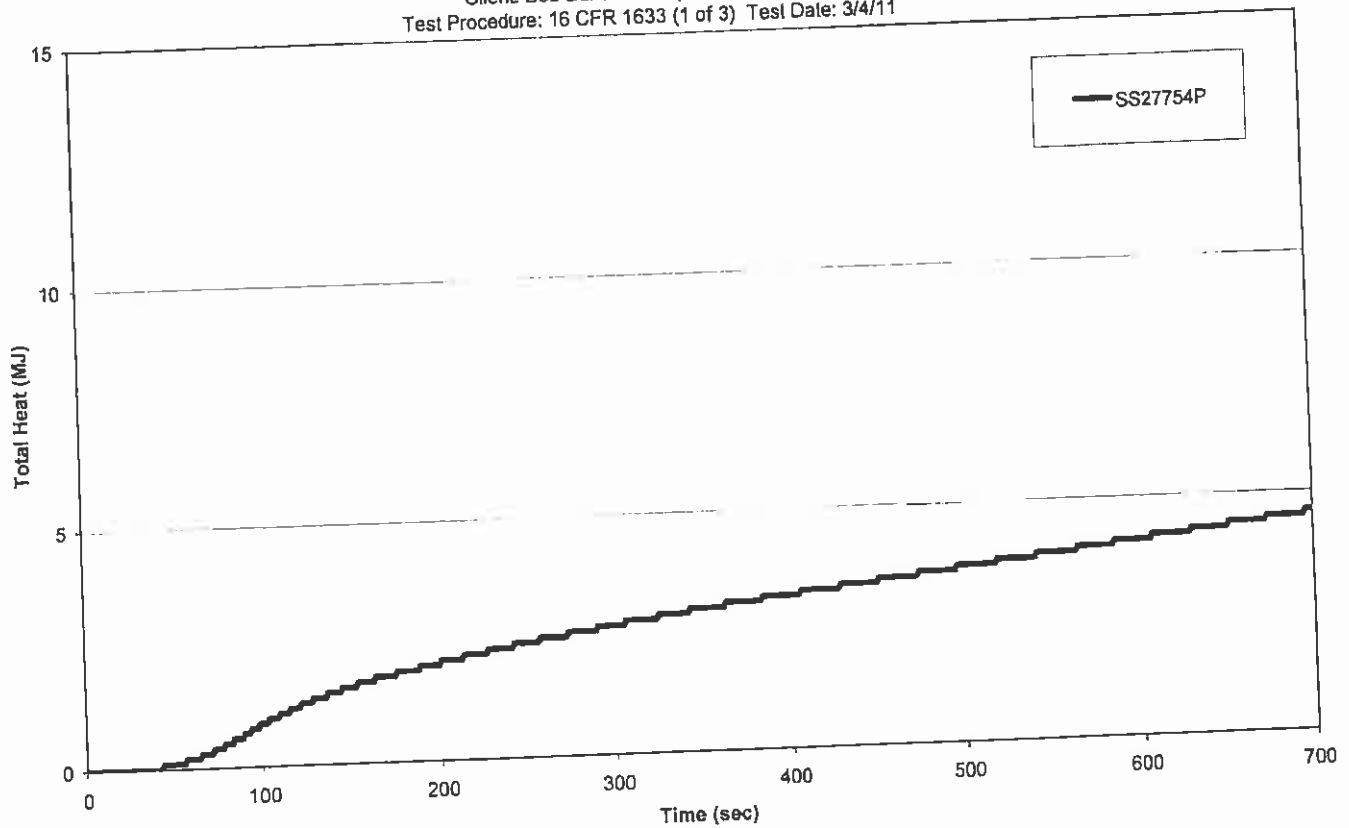


Figure 2. Total Heat vs. Time Graph

PHOTOS:

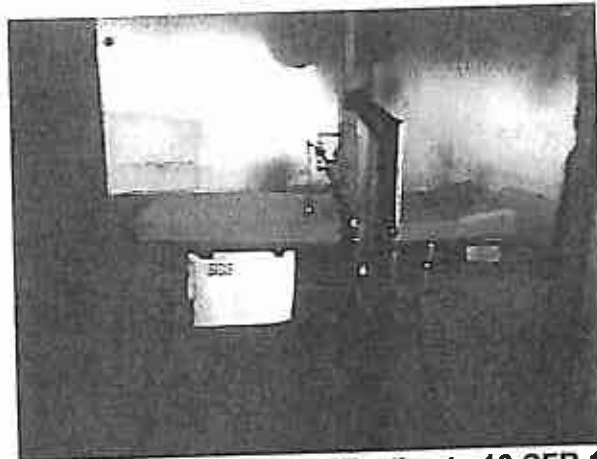


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(S) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at www.sgs.com/terms_e-document.htm and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, Indemnification and jurisdiction Issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 90 days only.

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all orders or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and however arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and however arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any Rules of Arbitration of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rutherford, New Jersey.



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-2	Date:	March 11, 2011
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SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: **SS27754P**

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	78	101	0:01:01	-	-
Heat Release Rate (kW)	0	22	0:01:04	200	PASS
Total Heat Release – First 10 Min (MJ)	0	2.6	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:11pm – Start of Test
- 1:12pm – Burners removed
- 1:13pm – Low all
- 1:15pm – Steady and slow flame progression
- 1:42pm – End of Test

GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (2 of 3) Test Date: 3/4/11

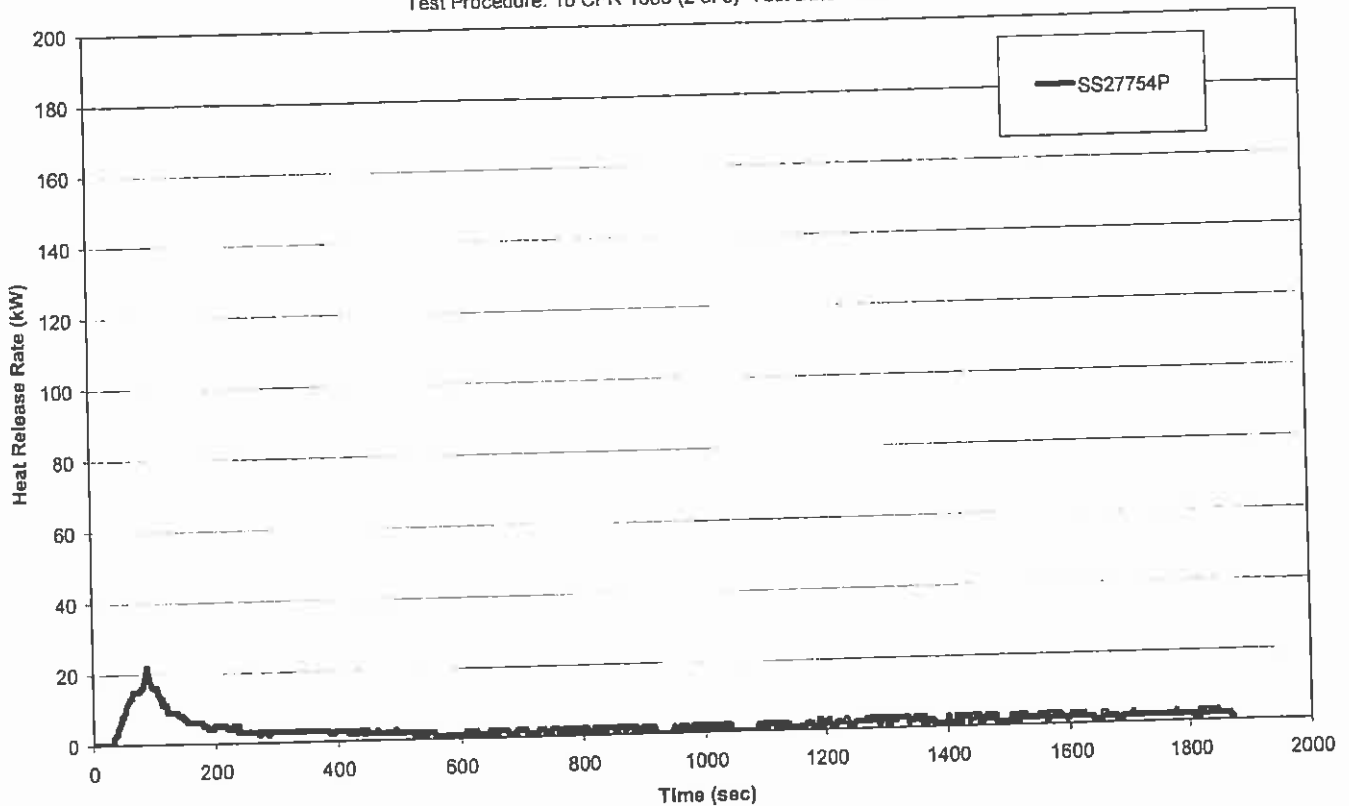


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (2 of 3) Test Date: 3/4/11

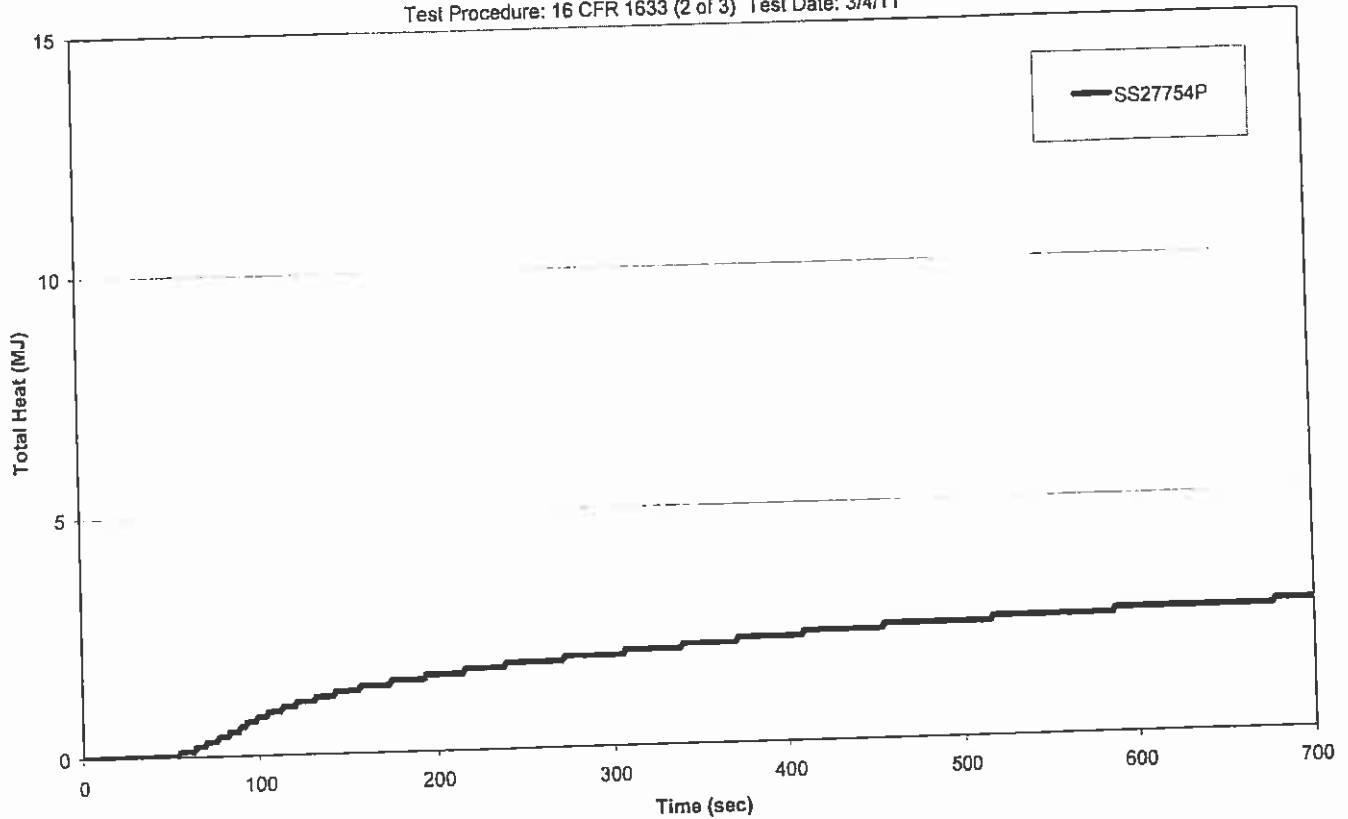


Figure 2. Total Heat vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-reimbursable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and however arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

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TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-3	Date:	March 11, 2011
-----------------	-----------	-------	----------------

SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager

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Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	74	112	0:01:06	-	-
Heat Release Rate (kW)	0	23	0:01:10	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:53pm – Start of Test
- 1:54pm – Burners removed
- 1:55pm – Low all
- 1:57pm – Steady and slow flame progression
- 2:24pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

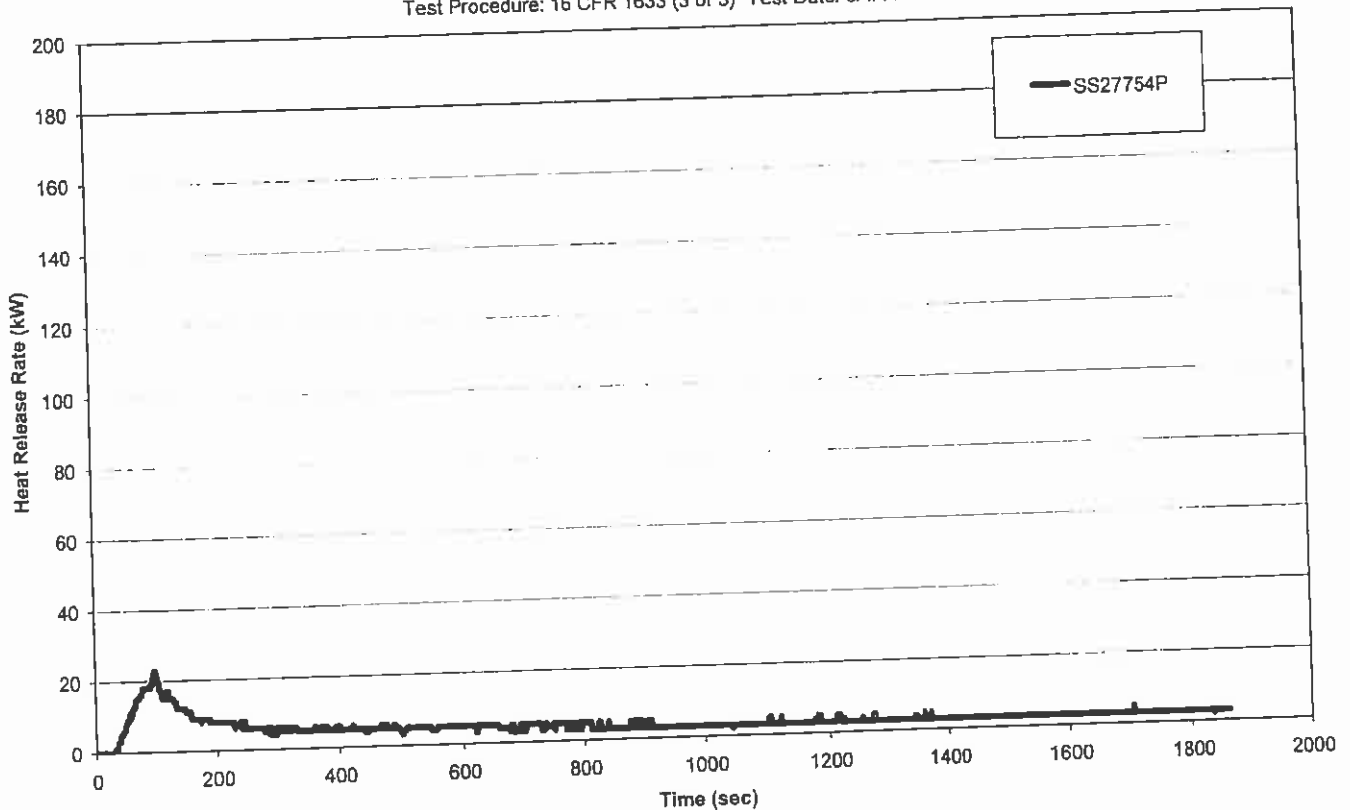


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

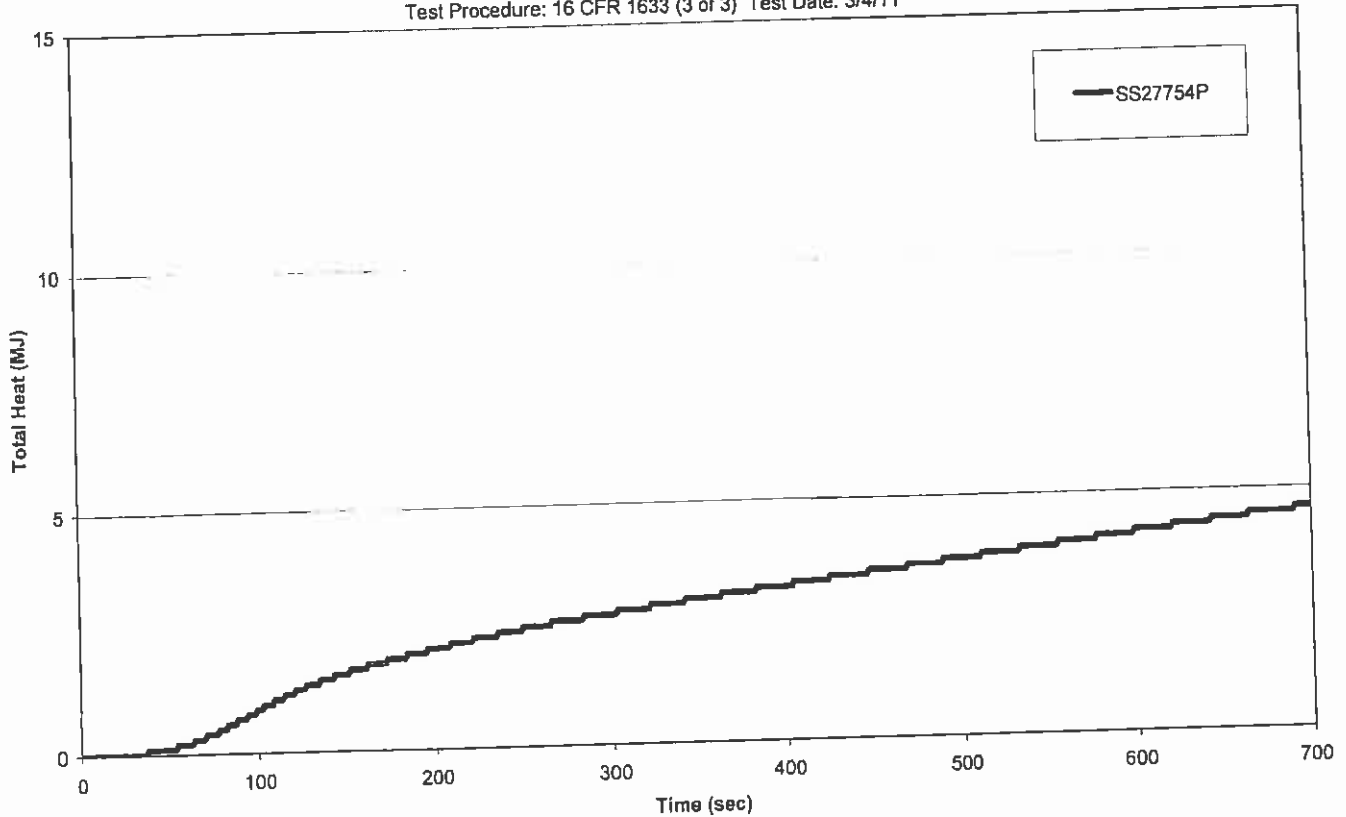


Figure 2. Total Heat vs. Time Graph

PHOTOS:

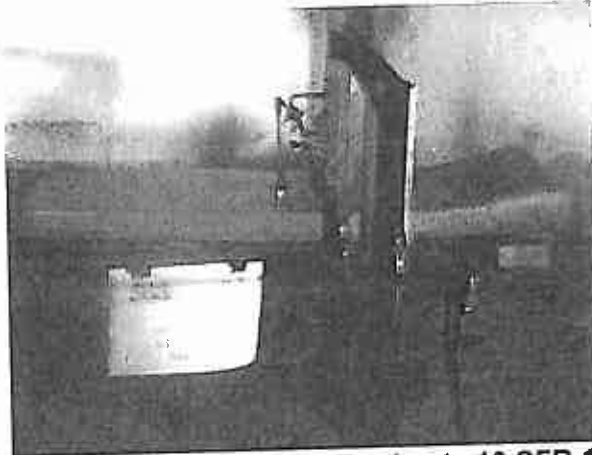


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

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GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, obliges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company (including which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counterclaim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control (including failure by Client to comply with any of its obligations provided for in clause 3 above) the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

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- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
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CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC
JIM STOREY
P.O. BOX 429
FUQUAY VARINA, NC 27526

Tested By:
Thomas Wilson
Certified by:
Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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This project shall be governed exclusively by the General Terms and Conditions of Sale and Performance of Testing Services by Element Materials Technology. In no event shall Element Materials Technology be liable for any consequential, special or indirect loss or any damages above the cost of the work.

Sample ID: SS30754P



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OPEN FLAME EVALUATION – CA TB 129 / ASTM E1590

TEST RESULTS SUMMARY:

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

PROJECT #:	30161 15-ESP018854 BOB BARKER
TEST SEQUENCE #:	2
TEST CONFIGURATION:	Open HOOD
PRODUCT MANUFACTURER or SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	SS30754P
TEST AREA: temp (°F) / R.H. (%): CONDITIONING ROOM: temp (°F) / R.H. (%): TIME OUT OF CONDITIONING (removal / test start - total):	71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes
TOTAL INITIAL MASS (kg):	6.90
TEST DATE:	01-28-2015
COMMENTS:	
Test Operator:	THOMAS WILSON
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 kW	Pass
Time @ peak release (mm:ss):	02 : 23	--	--
Total heat released @ 10 min (MJ):	4.8	25.0 MJ	Pass
Total mass loss @ 10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m ³ /s):	0.17	--	--
Time @ peak smoke (mm:ss):	01 : 35	--	--
Total smoke released @ 10 min (m ³):	18.3	--	--

PASS/FAIL CRITERIA: (CA TB 129 only)

**PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 KW
 TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ
 MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)**

Sample ID: SS30754P



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STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 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, 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: 653286	Calibration due date: 06-11-15
Dry Test Meter	s/n: 09L001965	Calibration due date: 02-27-15

REMARKS:

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

Tested by:

Thomas Wilson

**Thomas Wilson
 Engineering Technician
 Sleep System Evaluation**

Certified by:

Brent L. Larson

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

Sample ID: SS30754P



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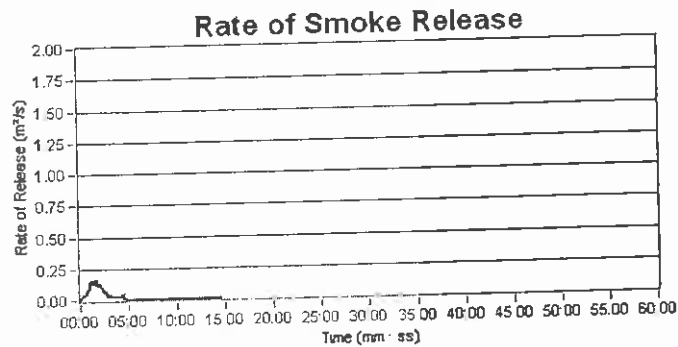
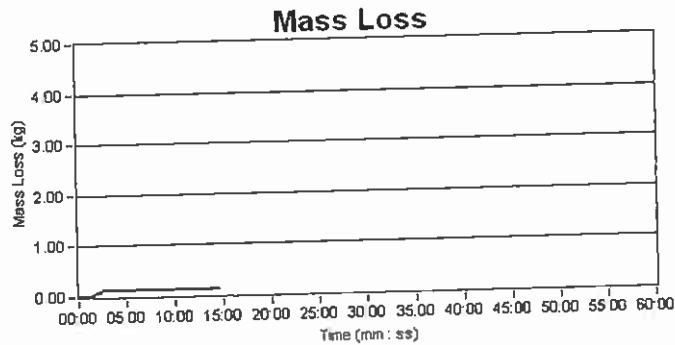
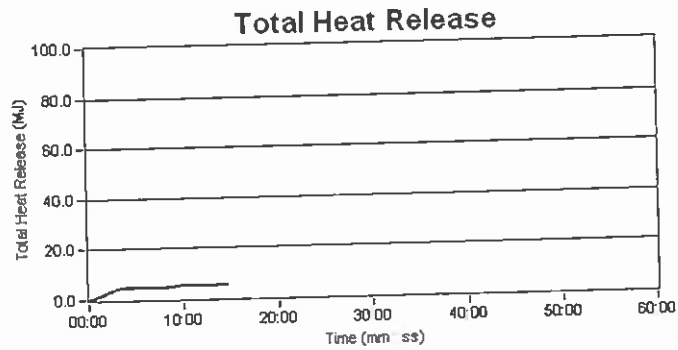
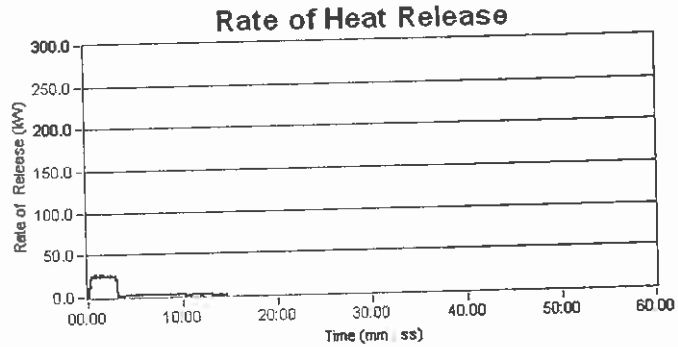
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info.stpaul@element.com
element.com

OBSERVATIONS:

Time (mm : ss)	Observation
00 : 00	Burner ON
01 : 17	Flaming Droplets
03 : 00	Burner OFF
07 : 16	All signs of combustion have ceased
07 : 17	IR 242.0
12 : 19	IR 101.1
14 : 51	Test Completed

Sample ID: SS30754P

GRAPHS:



Sample ID: SS30754P



TEST PHOTO: BEFORE TEST

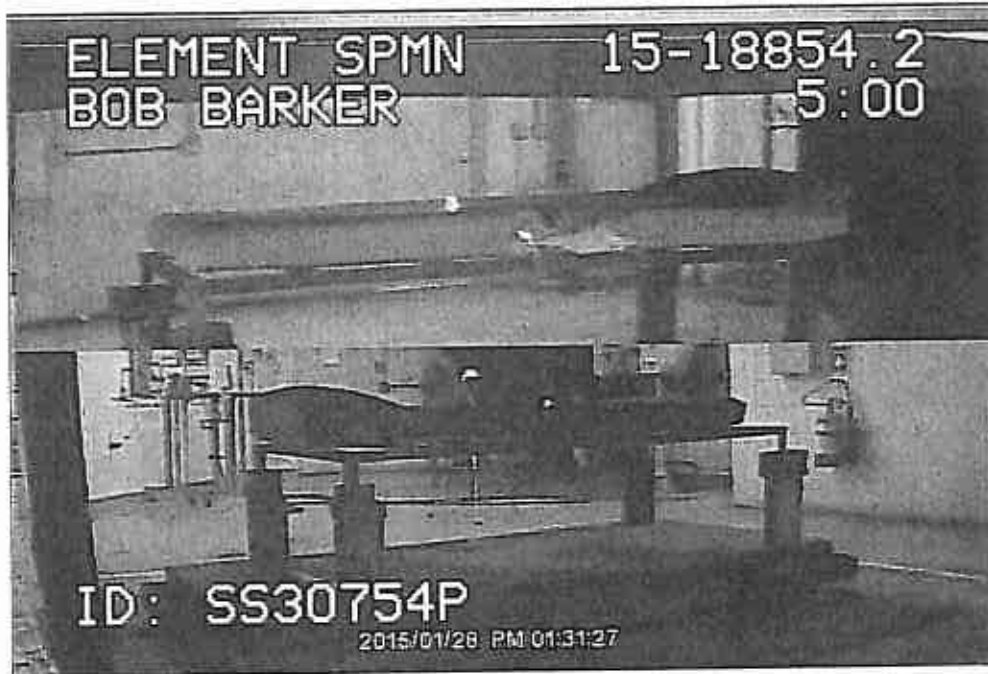


TEST PHOTO: DURING BURNER IGNITION



Sample ID: SS30754P

TEST PHOTO: AFTER 5 MINUTES



TEST PHOTO: AFTER 10 MINUTES



Sample ID: SS30754P

ChemCare Laboratory Report

<u>Property</u>	<u>Test Method</u>	<u>Test Results</u>
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance Activity Reduction %	AATCC Method 30-1988	Pass
Staph Aureus (Gram +)	AATCC Method 147 – 1988	Pass
Kleb. Pneumoniae (Gram -)		Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m ² /1hr)	ASTM E96	5.0
Tear Strength , lbs.	ISO 4674 Test Performed After Material stetched	W-7.5 F-7.9
Tensile STrength, lbs.	ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality



P.O. Box 429
 Fuquay-Varina, NC 27526
 PH: 1-800-334-9880
 Fax: 1-800-322-7537
 www.bobbarker.com

Flame-Chek Supreme Mattress w/Pillow

SS257545P
 SS277545P
 SS307545P

General Specs

- **General Description:** Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- **Color:** : Ocean Blue, non-fading, non-bleeding
- **Sizes:** 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- **Weight:** 25" W – 11 lbs.; 27" W – 13.6 lbs.; 30" W – 15.5 lbs.
- **Seams:** 100% Sealed Seams (Absolutely No Stitching)
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- **Flammability:** meets and exceeds the requirements of:
 - California Technical Bulletin 129
 - California Technical Bulletin 121
 - 16 CFR Part 1633
- **Construction:** Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- **Country of Origin:** Made in USA

Core Specs

- **Material:** 100% Polyester Fiber Pad
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- **Weight:** 13 oz. core
- **Core does not contain hazardous chemical by-products – 100% recyclable "green"**

Cover Specs

- **Material:** Thermal Polyurethane Coated Nylon Fabric, Will not crack
- **Thickness:** 25 mil
- **Weight:** 7.2 oz. per sq yard
- **Flammability:** exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- **Seam Strength:** in excess of 33lbs/in
- **Breathable Vent:** Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
 - Located on the foot of the mattress to discourage tampering
- **Anti-Fungal Inhibition –** AATCC Method 30-1988 Pass
- **Bacteria Resistance –** AATCC Method 147-1988 Pass
- **Water Resistant:** Resist Liquid, body waste and hospital medications
- **Dimensional Stability:** Warranty against cracking
- **Tear Strength:** Excellent tear strength
 - ISO 4674 W*-5.1 F**-7.8
- **Flex resistance:** ISO 5402 200,000 cycles – no loss of quality
- **Breaking Strength:** Construction designed for ticking fabrics (vinyl fabrics).
 - W* – 146 lbs. /in. F** – 45 lbs. /in.
- **Primary Skin Irritation test** Draize Dermal result -Non Allergenic.

* Warp is the scrim running length of the fabric.
 **Fill is the scrim running the width of the fabric.



P O Box 429
Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ SS307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson
Product Manager
Bob Barker Company Inc.

(919) 346-2124
sharonwatson@bobbarker.com



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-1	Date:	March 11, 2011
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SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11


CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM


Cody Allen
Engineering Technician / Test Operator


J. Brian McDonald
Fire Technology Department Manager

This document is Issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at www.sgs.com/terms_e-document.htm and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, Indemnification and jurisdiction Issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 90 days only. 1 (918) 437-8333 1 (918) 437-8487 www.sgs.com



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type^A</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	73	107	0:01:00	-	-
Heat Release Rate (kW)	0	23	0:01:03	200	PASS
Total Heat Release – First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 12:34pm – Start of Test
- 12:35pm – Burners removed
- 12:36pm – Low all
- 12:43pm – Candle flames
- 1:05pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

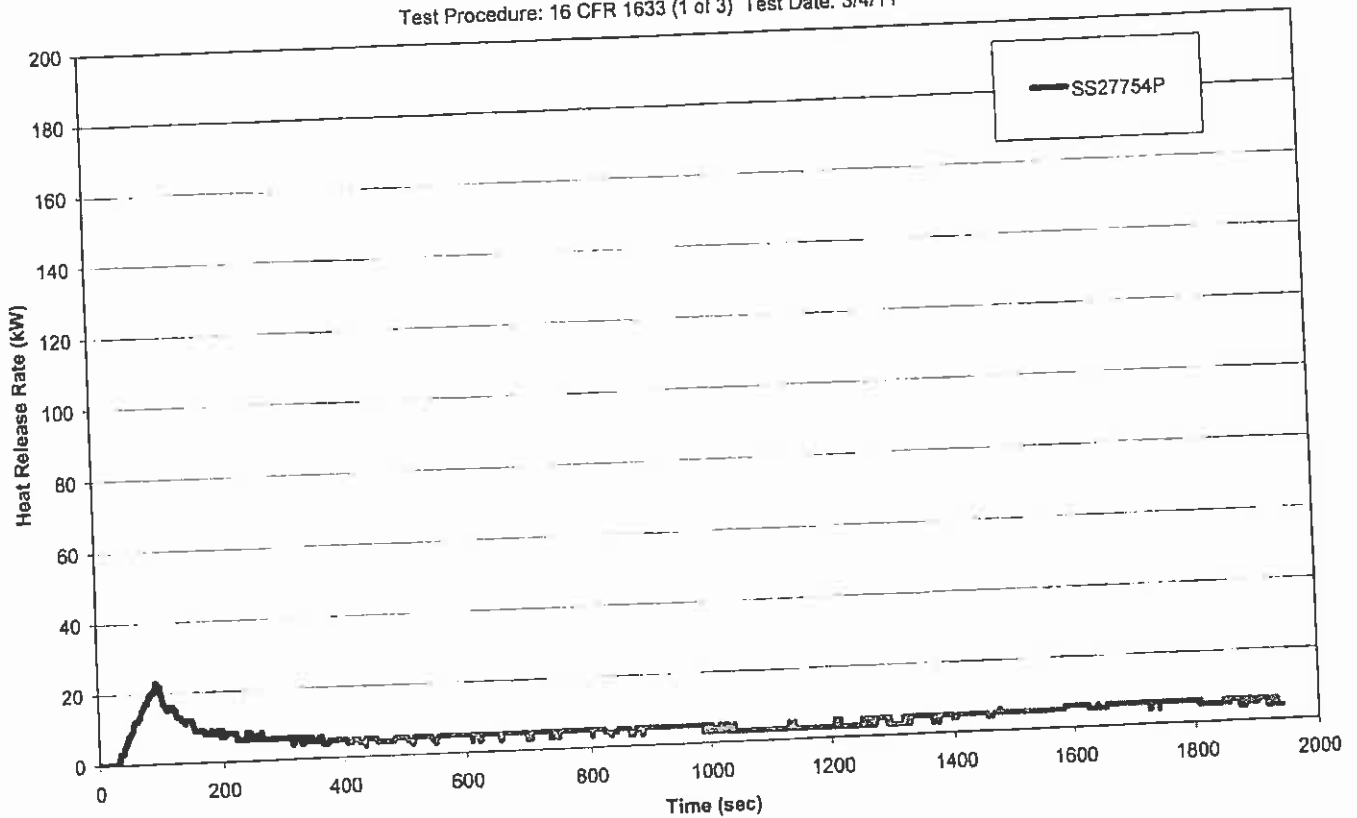


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (1 of 3) Test Date: 3/4/11

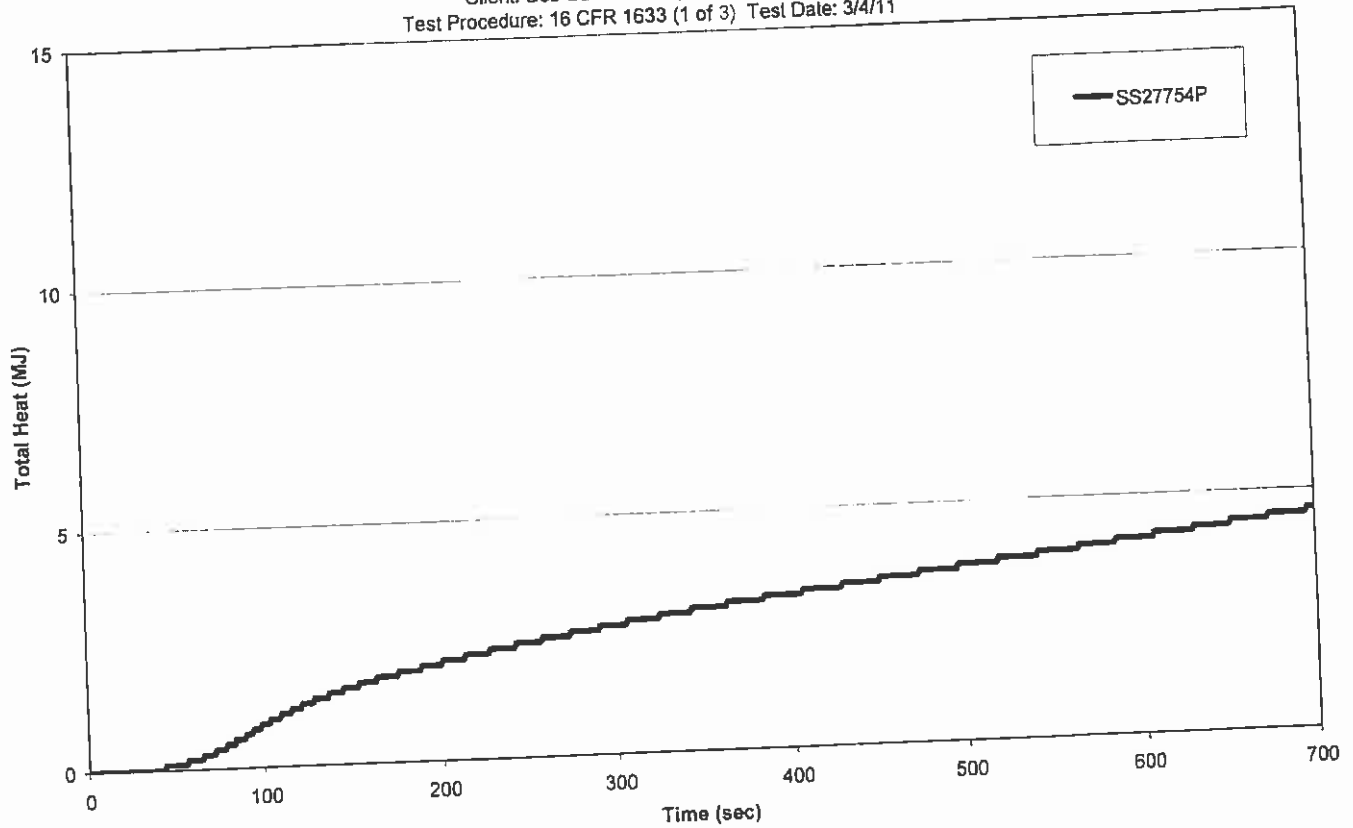
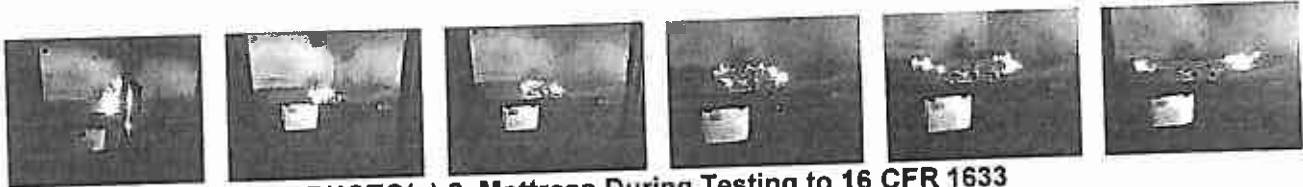


Figure 2. Total Heat vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at www.sgs.com/terms_e-document.htm and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 90 days only.

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be liable a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services (or any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above) the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rutherford, New Jersey.



TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:	2328231-2	Date:	March 11, 2011
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SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
 - Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS – NORTH AMERICA, INC.

KSM

Cody Allen
Engineering Technician / Test Operator

J. Brian McDonald
Fire Technology Department Manager



Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type</u> ^A	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	78	101	0:01:01	-	-
Heat Release Rate (kW)	0	22	0:01:04	200	PASS
Total Heat Release – First 10 Min (MJ)	0	2.6	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:11pm – Start of Test
- 1:12pm – Burners removed
- 1:13pm – Low all
- 1:15pm – Steady and slow flame progression
- 1:42pm – End of Test

GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (2 of 3) Test Date: 3/4/11

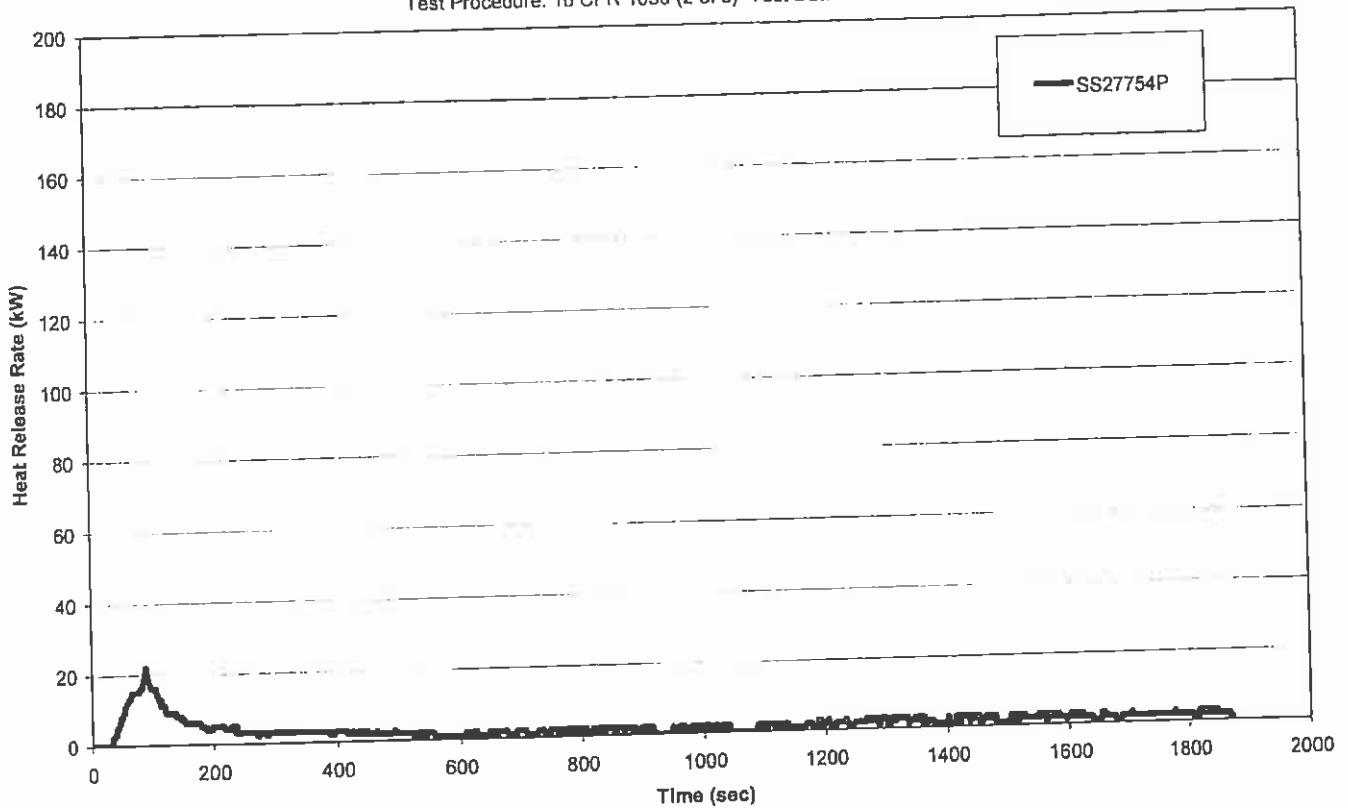


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

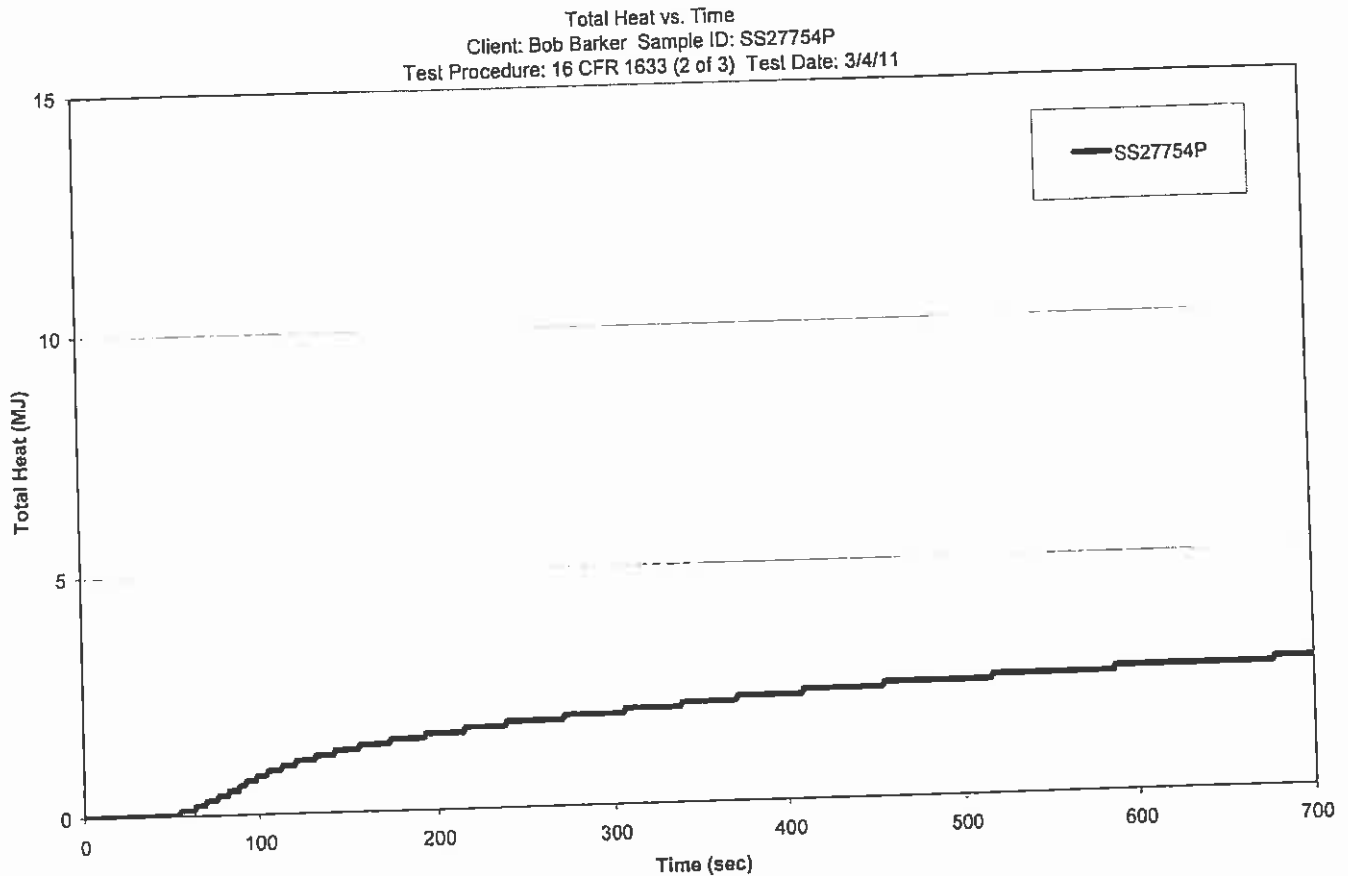


Figure 2. Total Heat vs. Time Graph

PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

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(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the documents, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should the Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, bridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time the Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and whatsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goods and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and any whatsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly solicit, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

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Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

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TEST REPORT

CLIENT: Bob Barker Co.
PO Box 429
Fuquay Varina, NC 27526
Attn: Carla Parker

Table with 2 columns: Field and Value. Row 1: Test Report No: 2328231-3, Date: March 11, 2011

SUBJECT: Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID: One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as containing the following items:

- Model Name: SS27754P
Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/4/11

CONDITIONING: Item conditioned as per 16 CFR 1633. 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 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF
SGS - NORTH AMERICA, INC.

KSM

Cody Allen
Engineering Technician / Test Operator

J. Brian McDonald
Fire Technology Department Manager

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Test Procedure and Results

PROCEDURE:

The sample 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 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 room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample: SS27754P

Test Date: 3/4/11

Data:

<u>Measurement Type^A</u>	<u>Initial Value</u>	<u>Maximum Value</u>	<u>Time Occurred</u>	<u>Allowed Value</u>	<u>Pass / Fail</u>
Ceiling Temp (°F)	74	112	0:01:06	-	-
Heat Release Rate (kW)	0	23	0:01:10	200	PASS
Total Heat Release -- First 10 Min (MJ)	0	4.3	0:10:00	15.0	PASS

Total Test Time, (hr:min:sec): 0:30:00

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

OBSERVATIONS:

- 1:53pm – Start of Test
- 1:54pm – Burners removed
- 1:55pm – Low all
- 1:57pm – Steady and slow flame progression
- 2:24pm – End of Test



GRAPHICAL RESULTS:

Heat Release Rate vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

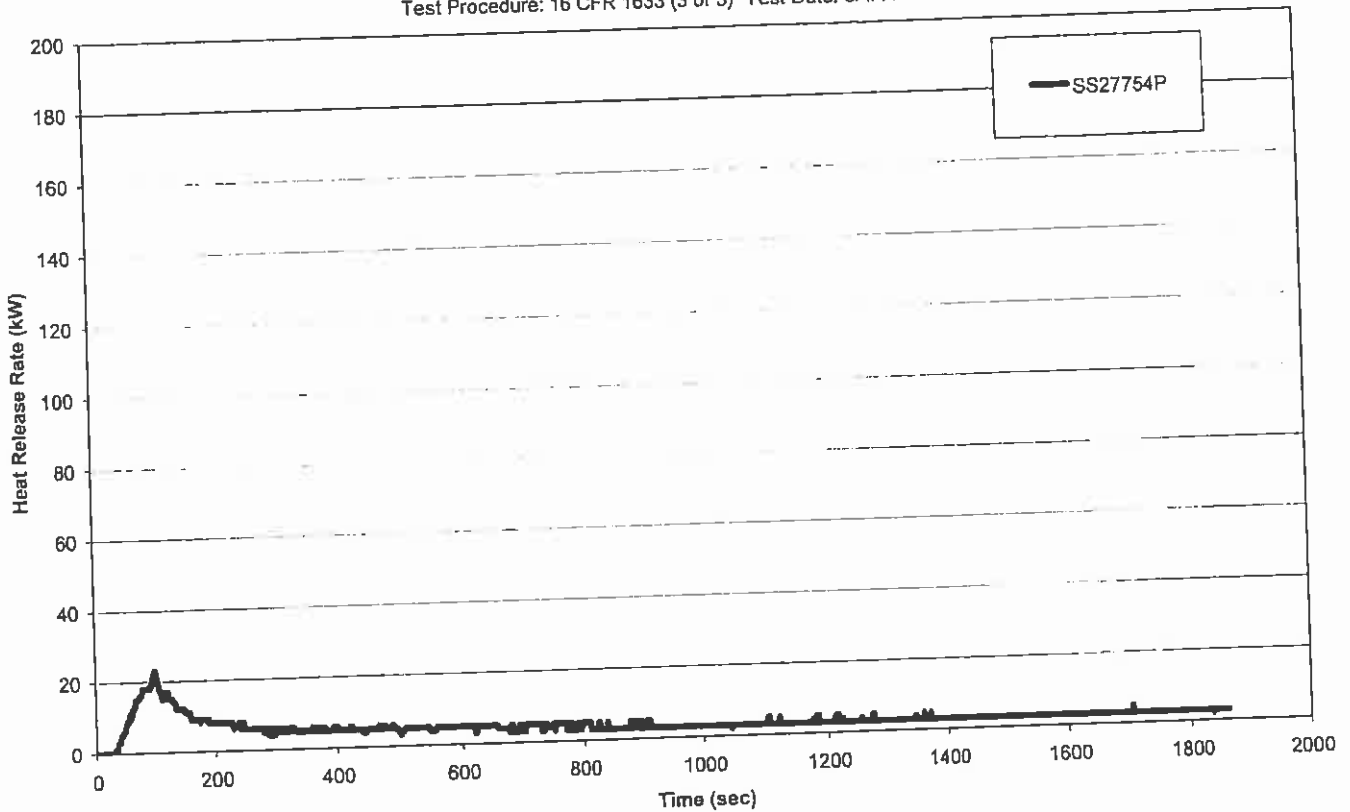


Figure 1. Heat Release vs. Time Graph

GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time
Client: Bob Barker Sample ID: SS27754P
Test Procedure: 16 CFR 1633 (3 of 3) Test Date: 3/4/11

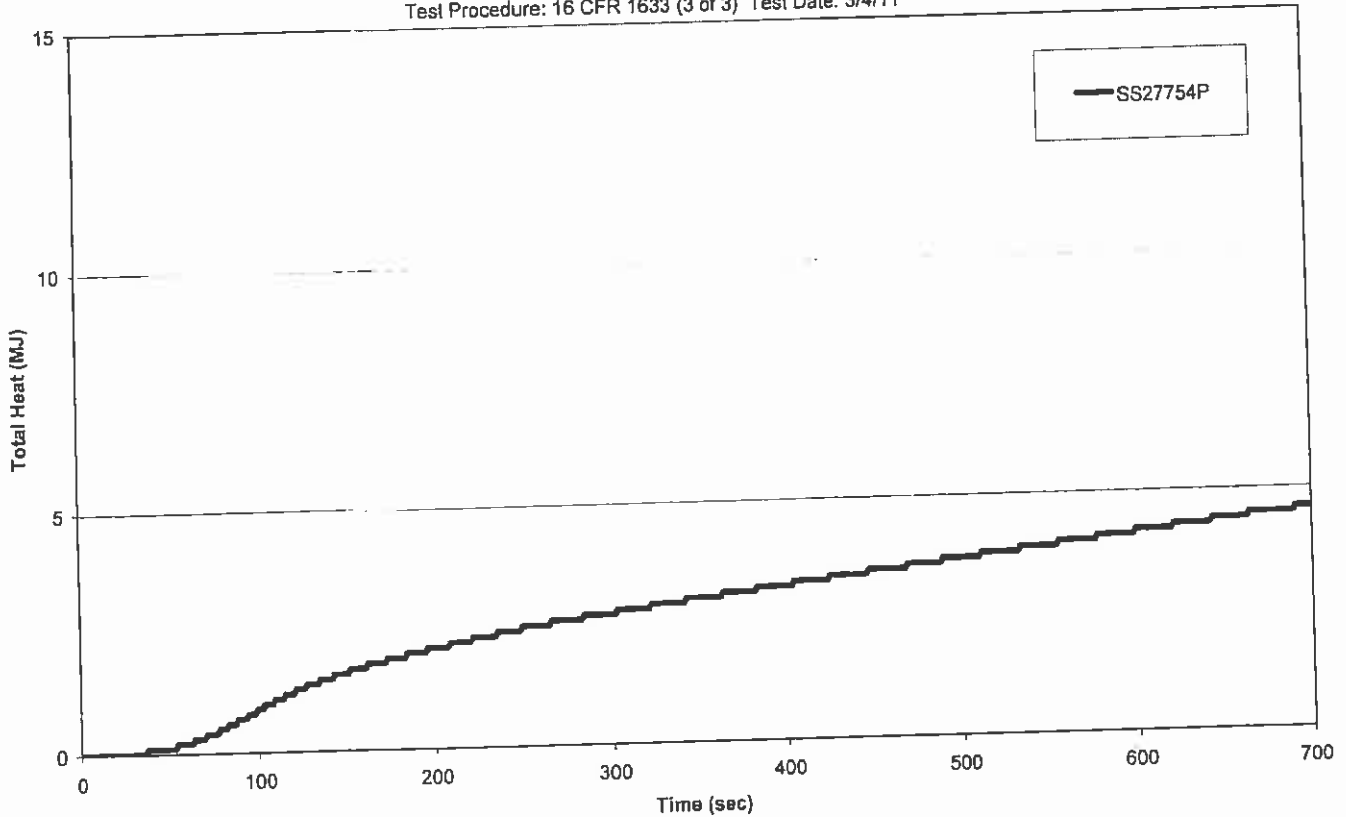


Figure 2. Total Heat vs. Time Graph

PHOTOS:

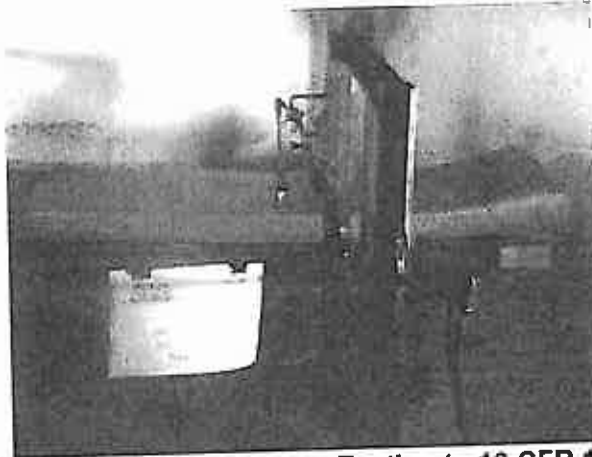


PHOTO 1. Mattress Before Testing to 16 CFR 1633



PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

End of Report

Page 6 of 6

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GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company (falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received).

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

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(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless such is brought within one year from:

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CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC
JIM STOREY
P.O. BOX 429
FUQUAY VARINA, NC 27526

Tested By:
Thomas Wilson
Certified by:
Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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This project shall be governed exclusively by the General Terms and Conditions of Sale and Performance of Testing Services by Element Materials Technology. In no event shall Element Materials Technology be liable for any consequential, special or indirect loss or any damages above the cost of the work.

Sample ID: SS30754P



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OPEN FLAME EVALUATION – CA TB 129 / ASTM E1590

TEST RESULTS SUMMARY:

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

PROJECT #:	30161 15-ESP018854 BOB BARKER
TEST SEQUENCE #:	2
TEST CONFIGURATION:	Open HOOD
PRODUCT MANUFACTURER or SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	SS30754P
TEST AREA: temp (°F) / R.H. (%): CONDITIONING ROOM: temp (°F) / R.H. (%): TIME OUT OF CONDITIONING (removal / test start - total):	71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes
TOTAL INITIAL MASS (kg):	6.90
TEST DATE:	01-28-2015
COMMENTS:	
Test Operator:	THOMAS WILSON
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 kW	Pass
Time @ peak release (mm:ss):	02 : 23	--	--
Total heat released @ 10 min (MJ):	4.8	25.0 MJ	Pass
Total mass loss @ 10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m ³ /s):	0.17	--	--
Time @ peak smoke (mm:ss):	01 : 35	--	--
Total smoke released @ 10 min (m ³):	18.3	--	--

PASS/FAIL CRITERIA: (CA TB 129 only)

PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW
TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ
MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)

Sample ID: SS30754P



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STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 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, 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: 653286	Calibration due date: 06-11-15
Dry Test Meter	s/n: 09L001965	Calibration due date: 02-27-15

REMARKS:

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

Tested by:

**Thomas Wilson
 Engineering Technician
 Sleep System Evaluation**

Certified by:

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

Sample ID: SS30754P



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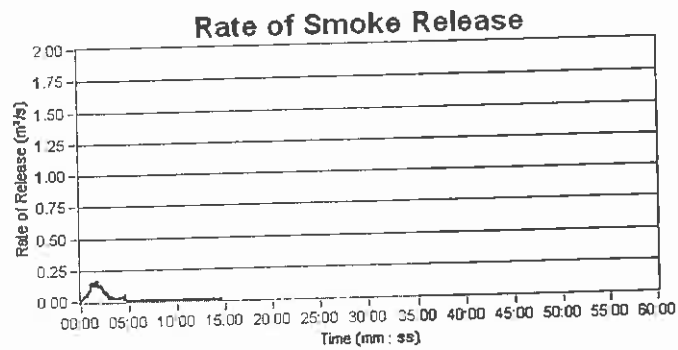
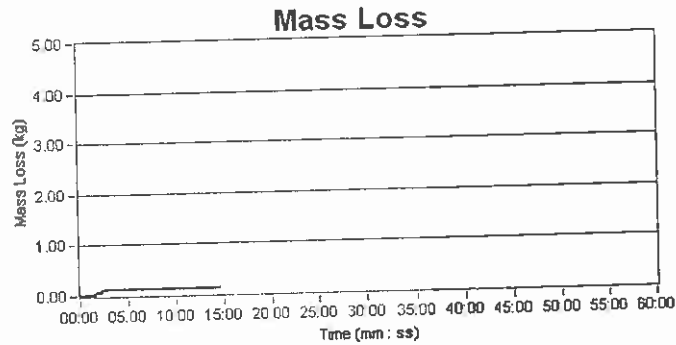
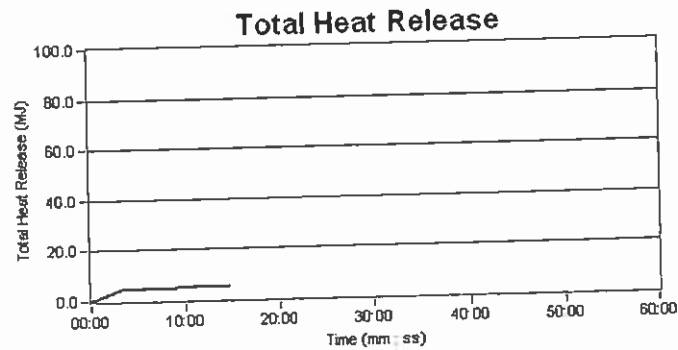
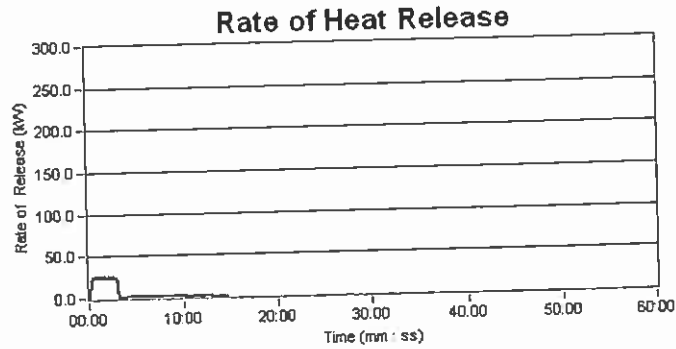
OBSERVATIONS:

Time (mm : ss)	Observation
00 : 00	Burner ON
01 : 17	Flaming Droplets
03 : 00	Burner OFF
07 : 16	All signs of combustion have ceased
07 : 17	IR 242.0
12 : 19	IR 101.1
14 : 51	Test Completed

Sample ID: SS30754P



GRAPHS:



Sample ID: SS30754P

TEST PHOTO: BEFORE TEST



TEST PHOTO: DURING BURNER IGNITION

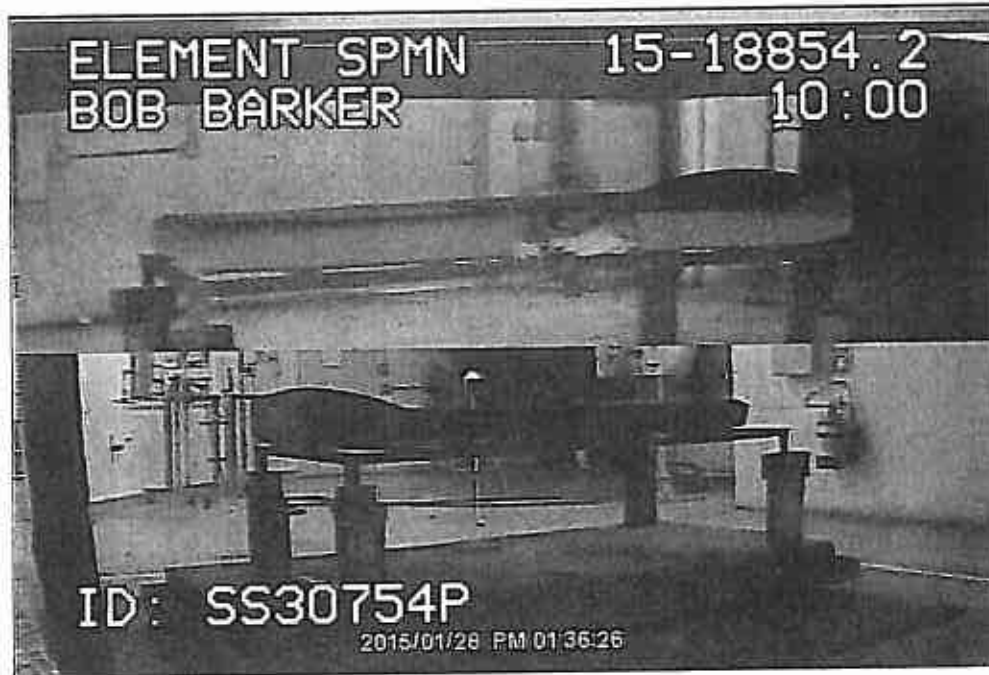


Sample ID: SS30754P

TEST PHOTO: AFTER 5 MINUTES



TEST PHOTO: AFTER 10 MINUTES



Sample ID: SS30754P

ChemCare Laboratory Report

<u>Property</u>	<u>Test Method</u>	<u>Test Results</u>
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance Activity Reduction %	AATCC Method 30-1988	Pass
Staph Aureus (Gram +)	AATCC Method 147 – 1988	Pass
Kleb. Pneumoniae (Gram -)		Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m2/1hr)	ASTM E96	5.0
Tear Strength , lbs.	ISO 4674 Test Performed After Material stretched	W-7.5 F-7.9
Tensile SStrength, lbs.	ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality