

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION - DEPARTMENT OF REHABILITATION & CORRECTIONS, OHIO PENAL INDUSTRIES, CHILLICOTHE CORRECTIONAL INSTITUTION, 15802 STATE ROUTE 104 NORTH, CHILLICOTHE, OH 45601

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - MATTRESS CORES, TOPPER PADS AND HEADREST PILLOWS, FIRE RESISTANT

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional six (6) months, effective November 1, 2009 through April 30, 2010.

Attached are pages 2-11 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date. This amendment is also issued to update the formatting to the attached pages.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Jennifer Dammeyer, CPPB
Jennifer.Dammeyer@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s): 11434
Chestnut Ridge Foam, Inc.
443 Warehouse Drive
P.O. Box 781
Latrobe, PA 15650
jmcanamy@chestnutridgefoam.com

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* Formatting change with amendment 1.

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the unit cost by the board foot truckload price and then add these totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed as not responsive and no further consideration given for potential awarding of the contract.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

TESTING: Samples may be subject to laboratories testing. Cost of all testing shall be borne by the bidder.

SERVICE: The successful bidder will be required to advise the using agency, by sending a personal representative to the using facility, about the correct method of insertion of the core into the cover.

WARRANTY: The bidder shall submit a copy of the manufacturer's five (5) year warranty. If not included as part of their bid response, the bidder will be required to provide a copy of the manufacturer's five (5) year warranty within seven (7) calendar days after notification. Failure to provide a copy of the manufacturer's five (5) year warranty within the stated time period will result in the bidder being deemed not responsive and no further consideration given for potential awarding of the contract.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen (15) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. All items on the bid shall be made available for delivery to:

OPI – Chillicothe Correctional Institution
15802 State Route 104 North
Chillicothe, OH 45601
Contact Person: Brendee Billings, Mattress Factory – (740) 774-7080 x 2440
Delivery: 7:00 a.m. to 10:00 am and 12:00 pm to 2:30 pm. No deliveries shall be made Fridays or on State holidays.

If there are problems concerning delivery, contact the OPI Business Administrator at 868 Freeway Drive North, Building 7, Columbus, OH 43229, (614) 752-0285, Fax (614) 752-0491.

* Formatting change with amendment 1.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

SPECIAL NOTE: DAS and DRC-OPI reserves the right to add any additional institutional sites for shipment. Primary shipment institution is listed on page 3 and other potential institutional locations for shipment are listed on page 6 with the possibility of other institutions to be added or deleted from the list.

MINIMUM ORDER: The minimum value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than twenty-five (2,500) hundred board feet, of any combination of items, on any one purchase order.

ON ORDERS TOTALING LESS THAN TWENTY-FIVE (2,500) HUNDRED BOARD FEET: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

DATA SHEET: Shown below are the specifications requirements for equipment that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid not-responsive.

* Formatting change with amendment 1.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION - INSTITUTIONS

Allen Correctional Institution

Lima, Ohio 45802

Belmont Correctional Institute
St. Clairsville, Ohio 43950

Chillicothe Correctional Institute
Chillicothe, Ohio 45601

Corrections Medical Center
Columbus, Ohio 43223

Correctional Reception Center
Orient, Ohio 43146

Dayton Correctional Institution
Dayton, Ohio 45417

Franklin Pre-Release Center
Columbus, Ohio 43223

Grafton Correctional Institution
Grafton, Ohio 44044

Hocking Correctional Facility
Nelsonville, Ohio 45764

Lake Erie Correctional Institution
Conneaut, Ohio 44030

Lebanon Correctional Institution
Lebanon, Ohio 45036

London Correctional Institution
London, Ohio 43140

Lorain Correctional Institution
Grafton, Ohio 44044

Madison Correctional Institution
London, Ohio 43140

Mansfield Correctional Institution
Mansfield, Ohio 44901

Marion Correctional Institution
Marion, Ohio 43302

Montgomery Education & Pre-Release Ctr.
Dayton, Ohio 45418

Noble Correctional Institution
Caldwell, Ohio 43724

North Central Correctional Institution
Marion, Ohio 43302

North Coast Correctional Treatment Facility
Grafton, Ohio 44044

Northeast Pre-Release Center
Cleveland, Ohio 44115

Oakwood Correctional Facility
Lima, Ohio 45801

Ohio Reformatory for Women
Marysville, Ohio 43040

Ohio State Penitentiary
Youngstown, Ohio 44505

Pickaway Correctional Institution
Orient, Ohio 43146

Richland Correctional Institution
Mansfield, Ohio 44901

Ross Correctional Institution
Chillicothe, Ohio 45601

Southeastern Correctional Institution
Lancaster, Ohio 43130

Southern Ohio Correctional Facility
Lucasville, Ohio 45699

Toledo Correctional Institution
Toledo, Ohio

Trumbull Correctional Institution
Leavittsburg, Ohio 44430

Warren Correctional Institution
Lebanon, Ohio 45036

* Formatting change with amendment 1.

SPECIFICATIONS FOR FIRE RESISTANT MATTRESS CORE AND TOPPER PADS

I. SCOPE AND CLASSIFICATION

- A. Scope: This specification covers cellular flexible cushioning for mattress cores, topper pads and headrest pillows.
- B. Classification: Fire Resistant. Compression - Medium.

II. APPLICABLE DOCUMENTS

The following documents, in whole or in part, shall apply to both the flammability and physical characteristics specified within this document:

- A. ASTM-E162; Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.
- B. ASTM-E662 Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- C. ASTM E906; Standard Test Method for Heat and Visible Smoke Release Rates for Materials and Products.
- D. ASTM D3574; Methods of Testing Flexible Cellular Materials Slab, Bonded and Molded Urethane Foams.
- E. ASTM D1354; Standard Test Method for Heat and Visible Smoke Release Rates for Materials and Products Using an Oxygen Consumption Calorimeter.
- F. ASTM D1055; Specification for Flexible Cellular Materials Latex Foam.
- G. California Technical Bulletin #117; Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture.
- H. California Technical Bulletin #121; Flammability Test Procedure for Mattresses for Use in High Risk Occupancies.
- I. California Technical Bulletin #129; Flammability Test Procedure for Mattresses for Use in Public Buildings.
- J. California Technical Bulletin # 603; Open-Flame Standard for Mattresses.

III. REQUIREMENTS

- A. Materials: The material shall be cellular flexible cushioning, suitable for intended use, processed to meet or exceed all of the flammability and physical characteristics stated herein. The materials shall contain no normal or reclaimed rubber.
- B. Construction: The material shall have a homogeneous cellular structure with a porous surface, open cells, and flat surface. The cells shall be interconnecting and uniform in size. The form of the material shall be sheets or molded shape.
- C. Finish: The surface of the material shall be finished in accordance with the standard to the industry.
- D. Physical Characteristics: The material shall comply with the following properties:

Density	ASTM-D3574-95 Test A	5.0 to 5.5/cu. ft. maximum
Indentation	ASTM-D3574-95 measured @ 3" thickness Test B ₁	Medium 40 ± 5 lbs.
Compression Set	ASTM-D3574-95 50% constant deflection - Percent of Original thickness Test D	10% maximum

* Formatting change with amendment 1.

SPECIFICATIONS FOR FIRE RESISTANT MATTRESS CORE AND TOPPER PADS (Cont'd)

D. Physical Characteristics: The material shall comply with the following properties: (Cont'd)

Tensile	ASTM-D3574-95 Test E	8 Lbs./Sq. In. Minimum
Elongation	ASTM-D3574-95 Test E	150% Minimum
Flex Fatigue	ASTM-D1055-97	
Thickness Loss	ASTM-D1055-97 Calculated Per Percent of Original thickness	5% Maximum
Indentation	Measure IFD per ASTM D3574-95 after 1 hour rest - compare to original	35% Maximum
Tear Strength	ASTM-D3574-95 Test F	2.0 lbs./in. Minimum
Resiliency	ASTM-D3574-95 Test H	30% Minimum
Fungal and Bacterial Growth	ASTM G-21 & G-22	No Growth

E. Odor: The material shall be properly cured in order to prevent any objectionable odor. It shall be given an adequate airing by a moving current of air so as to completely remove all volatile matter.

F. Flame-resistance: The material shall comply with all of the following flammability characteristics:

Radiant Panel	ASTM E162-94 or ASTM D3574-95	Maximum flame spread Index-5 No melting or dripping
NBS Smoke Chamber	ASTM E662-94 Flaming & Non-Flaming 1" sample	Ds90 sec: 100 max. Ds4 min: 175 max. Dmax: 200 max.
Rate of Heat Release (Method A or B)	A. ASTM E906-83 (a) Radiant Flux 3.5 W/cm ² (b) Vertical Mode (c) Ignition - 2 pilots (B). ASTM E1354-94 (a) Radiant Flux 35 kW/m ² (b) Horizontal Mode (2" Sample)	Heat Release Rate 50 KW m ² maximum Heat Release at 3 minutes 5.0 MJ/m ² maximum Heat Release Rate 75 kW/m ² maximum Heat Release at 3 minutes 25 kW/m ² maximum
Vertical Burn Test	California 117	Pass
Other Tests	California 121 California 129 California 603	Pass * Pass * Pass*

*When subjected to composite testing

In addition, the flammability characteristics for the cushioning shall not be affected by exposure to liquids.

** Formatting change with amendment 1.

SPECIFICATIONS FOR FIRE RESISTANT MATTRESS CORE AND TOPPER PADS (Cont'd)

- G. Workmanship: The product shall be of uniform texture and shall be free from any obvious manufacturing imperfections which may impair its serviceability.
- H. The core and topper pads shall be made in the following sizes:
- | | | | |
|----|--------------------------------------|-----|------------------|
| 1. | 28.5" x 73" x 4" | 7. | 28.5" x 73" x 3" |
| 2. | 34" x 73" x 4" | 8. | 34" x 73" x 3" |
| 3. | 34" x 77" x 4" | 9. | 34" x 77" x 3" |
| 4. | 38" x 83" x 1" (Topper Pads) | 10. | 28.5" x 77" x 3" |
| 5. | 28.5" x 12" x 2.5" (Headrest Pillow) | 11. | 28.5" x 77" x 4" |
| 6. | 34" x 12" x 2.5" (Headrest Pillow) | | |
- I. The 4" thick core may be laminated by using neoprene rubber base adhesive which must have the same degree of flame resistant quality as the cushioning.
- J. The thickness of any piece of cushion used for lamination shall not be less than one (1") inch.
- K. All products shall carry a 5-Year Manufacturers Warranty.

IV. QUALITY VERIFICATION THROUGH INSPECTION AND TEST PROCEDURES

- A. Sampling: When requested, one sample, 15" x 15" x 4", shall be made available to State Purchasing for visual inspection and approval prior to laboratory testing. Samples of other dimensions may also be required for testing purposes.

V. PREPARATION FOR DELIVERY

- A. Packaging: Shall be standard to the industry.
- B. Packing: Cores and topper pads shall be wrapped in Kraft paper, poly bag, or any other strong wrapping material so that no damage can be made to the insert or topper pads.
- C. Marking: Each package shall indicate the name of the material, size, contractor's name, and the name of the institution/agency.

- VI. NOTES: Intended Use: The inserts and pads required by this specification are intended for the use in high risk mattresses and innerspring construction.

* Formatting change with amendment 1.

PRICE SCHEDULE

The six (6) digit OPI item numbers are for OPI's use only.

ITEM ID NUMBER**	SIZE	OPI ITEM NUMBER	BOARD FOOT TRUCKLOAD PRICE	2500 BOARD FOOT MINIMUM ORDER (any combination of items) PRICE
9598	28.5" x 12" x 2.5"	100181	\$1.203	\$1.323
9601	28.5" X 73" X 3"	090181	\$1.159	\$1.279
3757	28.5" X 73" X 4"	010181	\$1.210	\$1.33
3760	28.5" X 77" X 3"	080181	\$1.159	\$1.279
3761	28.5" X 77" X 4"	140181	\$1.21	\$1.33
9599	34" x 12" x 2.5"	110181	\$1.203	\$1.323
9602	34" X 73" X 3"	120181	\$1.159	\$1.279
3758	34" X 73" X 4"	020181	\$1.21	\$1.33
3762	34" X 77" X 3"	130181	\$1.159	\$1.279
9600	34" X 77" X 4"	030181	\$1.21	\$1.33
3759	38" X 83" X 1"	010192	\$1.134	\$1.254

Note – OPI Item #100181 requires 9.18 board feet each and OPI Item #110181 requires 10.95 board foot each.

Quote Bd. Ft. price to be used to calculate any sizes other than those listed: \$ 1.159 for 3" bd. ft.* and \$1.21 for 4" bd. ft.*

Truckload lots consist of varies cores. (How many?)* Truckload consists of 32,000 board feet. (How many?)*

Truckload shipment may be mixed load of various sizes.

Brand name: CR SAFEGUARD MFG. name: Chestnut Ridge Foam, Inc.

* Not part of the evaluation, but will become part of the contract.

** Formatting change with amendment 1.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT

11434
Chestnut Ridge Foam, Inc.
443 Warehouse Drive
P.O. Box 781
Latrobe, PA 15650

REMIT TO:

11434
Chestnut Ridge Foam, Inc.
P.O. Box 1331
Johnstown, PA 15907

BID CONTRACT NO.: OT904207 (11/1/06)

CONTRACT: OT904207-1
SHIPPED: 15 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: John McManamy,

Telephone: (724) 537-9000 - x265
Toll Free: (800) 234-2734 - x265
FAX: (724) 537-9003
E-mail: jmcmnamy@chestnutridgefoam.com

ITEM NO: 9400, Freight charge on item totaling less than stated minimum.

* Formatting change with amendment 1.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	06/23/09	Contract renewal for six months effective 11/1/09
	11/21/07	Removal of TINS and addition of OAKS numbers