

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

AMENDMENT FOR CHANGE  
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION - Southeastern Correctional Institution, Ohio Penal Industries, 5200 B.I.S. Road, Lancaster, Ohio 43130

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - CHEMICALS, PACKAGING, AND OTHER ITEMS FOR SOAP PRODUCTION AND CLEANING PRODUCTS

This amendment is issued to add the Supplemental Bid No. OT906709 to the contract with the addition of one (1) contractor and to advise of changes as indicated herein. Attached are pages 2, and 26 through 51 to this contract. Remove these pages from the existing contract and replace with/add the attached pages on the effective and/or revision date.

All other prices, terms and conditions remain unchanged.

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

Terry Spiropoulos  
terry.spiropoulos@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):

42611  
Remagen, Inc.  
231 East Main Street  
Eaton, Ohio 45320  
systems@remagensolutions.com

# PART B

\*

\* Indicates Summary of Amendments information moved to end of document, Page 51.

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICE  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395PRIMARY CONTRACT No.: **OT902009**

## CHEMICALS, PACKAGING, AND OTHER ITEMS FOR SOAP PRODUCTION AND CLEANING PRODUCTS

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT906709 that opened on 12/17/08. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 02/01/09 and will expire on 06/30/11 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to Southeastern Correctional Institution, Ohio Penal Industries, 5200 B.I.S. Road, Lancaster, Ohio 43130, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

Questions regarding this Supplemental Requirements Contract may be directed to:

Terry Spiropoulos  
terry.spiropoulos@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



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

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

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## SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT902009 effective 02/01/09.

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.

BIDDER INFORMATION: The OPI020V, "Chemicals, Packaging, and Other Items for Soap Production and Cleaning Products" contract will be advertised and bid in two (2) sections, including one (1) Minority Business Enterprise set aside bid, covering Category 4, and an open market bid covering Categories 1, 3, 5, 6, and 7. Each section will be advertised for bid for a minimum of approximately fourteen (14) days between release and bid opening. The Category 3 items will be in effect for ordering after another similar contract expires, Index No. LDC008V, Contract Number OT904905, and items in this bid will serve as its replacement. The start date of this contract is intended to immediately follow the expiration of Contract Number OT904905. If the expiration of the older Contract Number OT904905 is extended by a short period (approximately one month), then Category 3 items will be procured from the older contract until the expiration date.

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 ten (10) 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.

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 ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. 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.

- A. Technical Data Sheet(s): Bidder should submit, with the bid response, a technical data sheet for each product offered in their bid response. Failure to submit technical data sheet(s) may deem your bid not-responsive for applicable item(s).
- B. Material Safety Data Sheet(s): Bidder should submit, with the bid response, a Material Safety Data Sheet (MSDS) for each product offered on the bid. The MSDS' shall be designed to meet OSHA requirements pursuant to any hazardous effect which may be caused due to any chemical compound and/or formulation of the product offered. If the chemical composition of the compound(s) offered on the bid does not contain any hazardous effect, the MSDS must indicate same. Failure to submit MSDS' may deem your bid not-responsive for applicable item(s).
- C. Product Label(s): Bidder should submit a product label for each product offered on the bid. Label should indicate directions for use, recommended usage, and precaution statements. If the product label does not indicate the recommended usage, such information shall be provided on some other documentation (e.g. technical data sheet). Such documentation shall not have been specifically printed for the state of Ohio and shall be information which is freely available as offered to other public and private commercial users. Failure to submit label(s) may deem your bid not-responsive for applicable item(s).

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by category of product. Failure to bid all items may result in the bidder being deemed not responsive. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the products in the categories. All products shall be fit for use for the intended purposes specified herein. Product sample(s) may be evaluated by the using agencies to determine if it meets the functional, performance, aesthetic, and safety needs of the institution. All products must meet the Specifications and Requirements, as indicated herein. Final review and approval of the aesthetic and functional quality will be with Ohio Penal Industries (OPI).

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will make one (1) award per category. Category total will be determined by multiplying the product unit cost by the estimated annual usage listed in the bid for each item and then adding each of the totals together to arrive at a total for all items within a category. If the estimated annual usage is not specified in the bid, the estimated usage of fifty (50) will be used for calculation purposes, and is not intended as a guarantee of annual usage.

**NOTICE TO BIDDERS:** Security considerations at the correctional institution could create abnormal delays or rejections of shipment(s). This could be due to a fog alert, emergency lockdown or other inclement weather conditions. It is very important to call contract person prior to sending a truck for delivery. Although these delays are rare they may happen several times per year at an institution.

**DELIVERY NOTIFICATION:** Supplies will be delivered to the participating agency Monday through Friday, except state holidays, between the hours of 8:00 a.m. through 2:30 p.m. only. Shipment will be made to the Southeastern Correctional Institution, Ohio Penal Industries (OPI), 5900 B.I.S. Road, Lancaster, Ohio 43130, Attn: OPI Janitorial, Mr. Robert Starkey, (740) 687-1748. In the event at a problem cannot be resolved with the institution contact person, contact OPI Purchasing Department, 868 Freeway Drive North, Columbus, OH 43229 at (614) 644-8029 or fax (614) 752-0491.

**MINIMUM ORDER:** No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar 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 three hundred (\$300.00) dollars.

**ON ORDERS TOTALING LESS THAN THREE HUNDRED (\$300.00) DOLLARS:** 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.

**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.

**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. Additional supportive documentation should include invoices from sub-contractors, transportation, or raw material suppliers as applicable. Contractors shall retain copies of invoices from material and other pertinent suppliers for the duration of the contract and may provide copies upon request as justification.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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".

**COMMERCIAL GENERAL LIABILITY AND AUTOMOTIVE INSURANCE:** Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Requirements, Commercial General Liability and Automobile Liability Articles (Article S-12 through S-13) listed on page 10 of the Contract Terms and Conditions. Bidders will be required to meet these requirements when requested. Pages 1 through 11 of the Contract Terms and Conditions are available through the link, "Instructions: Terms and conditions for bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions," listed on page 1 of the bid, or at the following Web site: <http://procure.ohio.gov/pdf/iandt13.pdf>

**BRAND NAMES:** In the following specification requirements trademarks, brand names, manufacturer's names, catalogues/style/product numbers and products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. The listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalogue/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards.

**USAGE REPORTS:** Every six (6) 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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos.

**MINORITY SET ASIDE:** It is necessary for the participating agency to purchase the supplies or services from a certified Minority Business Enterprise to meet the requirements of Ohio Revised Code Section 125.081. The aggregate value of the amount of these purchases exempted from this Contract, for purposes of Revised Code Section 125.081, will not exceed fifteen percent (15%) of the aggregate value of the Contract.

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SPECIFICATIONS AND REQUIREMENTS

I. SCOPE AND CLASSIFICATION

A. Scope:

The purpose of this bid is to obtain a contractor(s) to provide chemicals and materials used for the manufacture, repackaging, and dispensing of bar soap, liquid cleaners, and cleaning supplies at the Ohio Penal Industries (OPI), Health Tech Factories (Janitorial and Mulch) at Southeastern Correctional Institution, 5900 B.I.S. Road, Lancaster, Ohio.

The term of any contract pursuant to this bid shall be for twenty eight (29) months, from February 1, 2009 through June 30, 2011.

B. Classification:

1. Category 1 – Chemicals, general
  - a. Hydrochloric Acid (OPI #010021)
  - b. Titanium Dioxide (OPI #010058)

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

2. Category 3 – Bottles and Caps (100% compatibility)
  - a. Bottles made up of high density polyethylene (HDPE)
    - 1) Cylindrical 16 oz. (OPI #010066)
    - 2) Handled Quart Bottle (OPI #010065)
    - 3) Handled Gallon Container (OPI #020064)
  - b. Caps to fit above bottles
    - 1) Polypropylene cap to fit either 16 oz. or 32 oz. bottles (OPI #010070)
    - 2) Polyethylene flip top cap to fit either 16 oz. or 32 oz. bottles (OPI #010069)
    - 3) Polyethylene dispensing snap top cap to fit either 16 oz. or 32 oz. bottles (OPI #010078)
    - 4) Polypropylene cap to fit one gallon bottles (OPI #010067)
    - 5) Trigger Sprayer for trigger sprayer assembly (OPI #010073)
3. Category 4 – Materials for accessory products
  - a. Mini Toilet Bowl Caddie (OPI #010071)
  - b. Toilet Bowl Mop (OPI #010072)
  - c. Bulk Foam Hand Soap Dispenser
4. Category 5 – Packing and Shipping materials
  - a. Platter Paper / Steak Paper (OPI #010083)
  - b. Stretch Wrap (OPI #010079)
5. Category 6 – Cube Dispenser system
  - a. Plastic Cube Container and Tap Kit
    - 1) Plastic cube bottle, 2.5 gallon / 10 liter (OPI #010160).
    - 2) Tap for plastic cube, above. Must be compatible with the plastic cube bottle, above.
    - 3) Plain Cap for plastic cube above. Must be compatible with the plastic cube bottle.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

6. Category 7 – Proportioning Dispenser System for Liquid Cleaner Concentrate
  - a. One product, high-flow dispenser
  - b. One product, low-flow dispenser
  - c. Four product, low-flow dispenser
  - d. Four product, two high-flow, two low-flow dispenser with bottle activation
  - e. Four product, three low-flow, one high flow dispenser with bottle activation, drip tray, and hose with remote actuator nozzle

II. GENERAL REQUIREMENTS:

A. Category 1:

1. Workmanship – All the chemicals offered shall meet or exceed given specifications and shall be clean, uniform and free from any defects which may impair their utility. All products herein shall conform to current acceptable industry standards and be of highest quality. Products shall be manufactured and handled in accordance with good, generally accepted industry practices.
2. Material Safety Data Sheets – "Material Safety Data Sheets" shall be sent, by the contractor, with all initial shipments going to various destinations as ordered after the award of the contract. The MSDS shall verify the Contractor's compliance with the OSHA Hazard Communication Standard 29 CFR 1910.1200. If the chemical composition of the compound being bid does not contain any hazardous effect, the contractor must indicate so on the "Material Safety Data Sheet".
3. Packaging and handling – The handling, packaging, labeling, recording, and registration of all chemicals shall comply with all applicable Federal, state, and local laws and regulations. All chemicals shall be in containers to assure carrier acceptance and safe arrival at destination, at the lowest transportation rate, unless otherwise specified by the Institutions, for such supplies. Containers shall be in compliance with Uniform Freight Classification or National Motor Freight Classification and/or Department of Transportation, as applicable
4. Re-packaging – OPI, as a re-packager, shall assume full responsibility for the proper re-packaging of any product it purchases as it pertains to bottle, product, cap, carton, labeling including the product itself. OPI shall indemnify and hold harmless the contractor of any defect in the re-packaging procedure of the adulteration of any said product. The contractor must authorize OPI (Ohio Penal Industries) to use the manufacturer's registration numbers along with the OPI Establishment numbers on applicable products purchased through the company of the contractor.
5. Marking – In addition to any special marking required by the contract or purchase order, interior packages and shipping containers shall be marked in accordance with governing authorities' rules and regulations. All chemicals requiring precautionary measures shall be so marked as required by law and/or shipping regulations. All packages shall be marked to indicate either the expiration date or the date of manufacture, unless product has no expiration. If date coded, the Contractor shall provide institution contact with the appropriate code key(s) for all products as necessary.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

6. Label – The label on each container shall show the following, as a minimum:
    - a. The name and address of the manufacturer.
    - b. The name of the product, including brand name, if any.
    - c. An active ingredient statement, as required for EPA registration.
    - d. The manufacturer's directions for use, in detail, including the manufacturer's use-dilution statement to perform as outlined in this specification, as applicable.
    - e. Label shall state that product contains active organisms, if applicable.
    - f. EPA Registration Number and Establishment Number, if any.
    - g. Any warning statement, as may be applicable to the product, concerning skin irritancy, toxicity, or potential hazard and immediate first aid treatment in case of accident, as required by EPA.
    - h. Net contents, in U.S. liquid measure.
    - i. Batch number.
    - j. Expiration date.
    - k. Recommended dilution ratio, as applicable
  7. Technical Assistance – As required, the contractor is to provide technical assistance to OPI at its Health Tech manufacturing facilities (Janitorial and Mulch) in Lancaster, Ohio. Technical assistance is to include, but not limited to, answering questions and support in product chemical formulations and manufacturing problems which may arise.
  8. Technical Information – The Contractor should provide technical data sheets, including typical analysis of each product, to each using location with initial shipment. A certificate of analysis shall be provided upon delivery as required and if requested.
  9. Finished Goods Material Safety Data Sheets and Label – For all items awarded that are in ready to package form or concentrate form, approved MSDS and labels will be provided as required or as requested. A proof ready Material Safety Data Sheet using the OPI Health Tech Format will be provided to OPI within 30 days of contract award, for OPI approval prior to implementation. See Attachment A for sample MSDS format. If requested, a proof ready product label using the OPI Health Tech Format shall be provided within 30 days of request, for OPI approval prior to implementation.
  10. Poison Control – All the chemicals as stated herein, should be on file with an Ohio Poison Control Center, certified by the American Association of Poison Control so that all data necessary for prompt and correct treatment of accident victims may be available at a local Poison Control Center for immediate use on a twenty-four (24) hour basis if required
  11. Shelf Life – Upon delivery, all products shall be fresh with a minimum of 30 calendar days of usable life remaining
  12. Additional product requirements are stated in the price pages and/or description.
- B. Categories 3 and 6:
1. Materials of Construction – High quality detergent grade HDPE or LDPE as specified. These containers will be filled with alkaline or neutral chemical products (shampoo) and the plastic package is to neither cause nor contribute to an undesirable reaction between the contents and the container. Bottles must be flame treated to permit proper silk-screen labeling. Products shall contain no metal except tiny valve parts, inherent in design.
  2. Workmanship – Workmanship is to be of the quality specified herein. Bottles are to be free from marks, blemishes, or other imperfections which detract from their appearance or may impair their serviceability.
  3. Leakage – Bottles and caps must be leak proof. The contractor will be required to replace all the bottles and/or caps, if they are not compatible, at no charge to the state and/or its agencies.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

4. Packaging – Gallon containers must be shipped in a brown bulk fiberboard box, 48 per carton, ECT 32 pound bursting strength with standard printing on it.
  5. Markings – Each carton is to be marked with bulk production lot number so that defective bottles or caps can be identified, if necessary.
  6. Cube containers – Cube Container system consists of a plastic cube bottle, 2.5 gallon / 10 liter, inside of snug, die cut 275# test white corrugated fiberboard box, with cutout to permit access to tap (faucet) area. A dust cover/plug may fill the cutout void for shipping, and cube system must have adequate flush carrying handle(s). Must have a system to allow tap to extend out of cube for dispensing and retract flush within side of cube for shipping. Plastic cube must be detergent grade, linear low density polyethylene, capable of being filled with a cleaning chemical, sealed with a cap or tap, allow for shipping as flush cube, and be converted to a convenient dispensing unit with tap extending horizontally. When cube container is in shipping mode as a flush cube, all parts needed (tap, cap, etc.) must be designed to fit inside the cube, safe from dust, until needed for conversion to dispensing unit. Containers shall be shipped as a kit to include cube, cap, and tap, and in a manner which will prevent dust from entering the cube. If requested, contractor shall ship components in bulk and/or omit certain components (cap, etc.) and deduct the price of the missing components accordingly. For example, the cap may be eliminated if the tap can suffice for shipping. The empty new cube is typically shipped with cap installed to prevent contamination.
  7. Additional product requirements are stated in the price pages and/or Description. See Attachment B for pictures of sample products.
- C. Category 4:
1. Materials and design of Construction – Soft, pliable plastic which cannot be filed to a rigid point. Products must be pliable, yet durable enough to effectively use as intended. Products shall contain no metal except tiny valve parts, inherent in design.
  2. Bulk Foam Hand Soap Dispenser must be a wall mounted type, have a security lock, clear soap level window, removable/replaceable bottle and pump mechanism, and a have a 40 oz. minimum capacity. Dispenser must be ADA compliant (Americans with Disabilities Act) when mounted according to the label instructions. Must work with various bulk soap viscosities, including from 0-14 centipose (cps).
  3. Additional product requirements are stated in the price pages and/or Description. See Attachment B for additional pictures of sample products.
- D. Category 5:
1. Materials of Construction – Packaging and shipping materials shall be of high quality meeting industry standards and suitable for the intended purposes.
  2. Additional product requirements are stated in the price pages and/or Description.
- E. Category 7:
1. Materials of Construction – Dispensing equipment shall be of high quality meeting industry standards and suitable for the intended purposes.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

2. The product dispensed is a mixture of liquid concentrate and water in the proper dilution and volume. There is an inlet hose for the liquid concentrate, an inlet hose for a water source, and an outlet nozzle or hose for the diluted product. An actuator (button, valve, trigger, or other mechanism) causes the dispenser to operate. Dispensing System with two or more products must have a selector to choose the different products to be dispensed. The selector will control the dilution mixture (liquid concentrate plus water) and flow rate (low or high). Each selector position shall have the ability to be configured for a unique proportioning (mixture) setting, for a unique liquid concentrate and corresponding viscosity, and for a unique output flow rate (low or high).

To illustrate an example, "quart of window cleaner" is selected in the dispenser. This is a low-flow setting. Liquid window cleaner concentrate will be drawn through a small tube into the dispenser unit and automatically mixed with water at the proper dilution. The output hose or nozzle is placed in an empty quart spray bottle to be filled, the actuator is depressed, and bottle is filled. The flow stops when the actuator is released. Later, "five-gallon mop bucket of floor cleaner" is selected. This is a high-flow setting. Floor cleaner concentrate will be drawn through a tube into the dispenser unit and automatically mixed with water at the proper dilution. The output hose or nozzle is placed in an empty five gallon mop bucket to be filled, the actuator is depressed, and bucket is filled. For both the window cleaner and mop settings, the corresponding liquid concentrates may have had different viscosities and required different dilution ratios.

3. System must have the capability to allow for easy programming and periodic substitution of chemicals, allowing to change the proportioning and accommodate liquid concentrates with any viscosity. This configuration flexibility must be possible with any of the product selector positions. All dispenser settings must have the capability to be periodically and easily reconfigured as product requirements change. For example, eductors (orifices or metering tips) must be easy to change and be available in a wide assortment, as needed. Dispenser unit must be easy to program without special knowledge or equipment.
4. Dispensers must have effective and foolproof systems to prevent any possibility of chemical backflow to the water source and also cross-contamination or mixing between chemicals.
5. Single product dispensers must have the capability to have the inlets and outlets linked together, to create a larger dispensing system with multiple products and flow rates. All dispensers with low flow setting(s) must be capable of filling non-proprietary quart bottles (approximately 10.5 inches in height and 3.5 inches in diameter).
6. Dispensers shall include all standard equipment for the model at no additional cost. If not included as standard equipment in the offered model, the following optional equipment shall be furnished at no additional cost: Dispensers which include high-flow setting(s) will include an output hose of four (4) feet in length, minimum. Dispensers which include low-flow setting(s) will include a drip tray and an output nozzle suitable for bottles. The said optional equipment shall be included as a kit, and if not pre-installed, must be easy install to without special knowledge or equipment.
7. Additional product requirements are stated in the price pages and/or Description.

III. APPLICABLE DOCUMENTS:

Federal Specifications: L-B- 00560A  
PPP-C569C  
49 CFR: Section 178.603  
and any later modifications thereof.

ASTM D5276 – Standard test method for drop test of loaded container by free fall.

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES**

(See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,) :

List names of subcontractors who will be performing work under the Contract.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

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**AUTOMOBILE INSURANCE**  
**TO BE COMPLETED WITH THE BID RESPONSE**

Automobile Insurance is required for anyone coming onto state property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on state property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the state and federal laws regarding financial responsibility.

**Bid Automobile Liability Checklist:**

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

BID SUBMISSION CHECKLIST

Submittals required with Bid response

| <u>Submitted</u>         | <u>Submittal Description</u>       | <u>Page Reference</u> |
|--------------------------|------------------------------------|-----------------------|
| <input type="checkbox"/> | Bid cover page, signed in blue ink | Page 1                |
| <input type="checkbox"/> | Buy Ohio & Domestic Preferences    | Page 2                |
| <input type="checkbox"/> | Listing of Subcontractors          | Page 11               |
| <input type="checkbox"/> | Bid price pages                    | Beginning on Page 18  |

Submittals required during the evaluation process \*

| <u>Submitted</u>         | <u>Submittal Description</u>  | <u>Page Reference</u> |
|--------------------------|---|-----------------------|
| <input type="checkbox"/> | Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) Form | Page 2 (D)            |
| <input type="checkbox"/> | Document Compliance with Descriptive Literature   | Pages 3               |
| <input type="checkbox"/> | Document Compliance with Technical Data Sheets  | Pages 3               |
| <input type="checkbox"/> | Document Compliance with Material Safety Data Sheets  | Pages 3               |
| <input type="checkbox"/> | Document Compliance with Product Labels   | Pages 3               |
| <input type="checkbox"/> | Automobile Liability Checklist  | Page 11               |
| <input type="checkbox"/> | Affirmative Action Program Verification Letter of Approval                                      | Page 14               |

\* Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services.

BID SUBMISSION CHECKLIST (Cont'd.)

Insurance Requirements \*\*

Submitted

Submittal Description

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Workers' Compensation Certificate and Employer's Liability Insurance, as applicable: Terms and Conditions Article S-12  |
| <input type="checkbox"/> | Commercial General Liability and Endorsements (Ohio designated as additional insured, blanket waiver of subrogation, insurance shall be primary): Terms and Conditions Article S-13 |
| <input type="checkbox"/> | Automobile Liability, as applicable: Terms and Conditions Article S-13  |

\*\* Submit an Acord 25, Marsh MM1, or similar type of certificate from your insurance agent/carrier showing compliance with the required coverage amounts and the proper endorsements, per Articles S-12 and S-13 of the Instructions, Terms and Conditions for Bidding, and Standard Contract Terms and Conditions, Supplemental Contract Terms and Conditions, referenced on Page 1 of this Invitation to Bid.

For the General Liability coverage, the certificate must be endorsed to include: (1) Ohio designated as additional insured, (2) blanket waiver of subrogation, and (3) insurance shall be primary over any other coverage, as specified in Article S-13.

After notification by the state, failure to provide the certificate as required may cause your bid to be deemed not responsive, and no further consideration for award will be given.

This checklist is provided solely for the bidder's benefit. Submission of the mandatory/required materials does not guarantee that the bidder will be deemed compliant with all of the specifications and requirements as stated in this bid. Completing this checklist does not absolve the bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid.

Insurance: Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Requirements, Commercial General Liability and Automobile Liability Articles (Article S-12 through S-13) listed on page 10 of the Contract Terms and Conditions. Bidders will be required to meet these requirements when requested. Pages 1 through 11 are available through the link, "Instructions: Terms and conditions for bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions," listed on page 1 of the bid, or at the following Web site: <http://procure.ohio.gov/pdf/iandt13.pdf>

Affirmative Action Program Verification: In accordance with a requirement set forth in the Ohio Revised Code (ORC Section 125.111), bidders must complete filing of an Affirmative Action Plan to the Department of Administrative Services (DAS), Equal Opportunity Division (EOD) prior to award of a contract.

To file an Affirmative Action Plan with EOD, go to their web site at:  
<http://www.das.ohio.gov/Eod/AAEEO.htm>

On the left of the screen will be a list of links. After obtaining a user name and password, click on the link, "Submit an Affirmative Action Program Verification Form (AAPV)," to open the form to file (or renew) an Affirmative Action Plan.

After registration and approval is complete, go to the web site:  
<http://www.das.ohio.gov/Eod/AAPV.htm>

On the bottom of the screen will be a list of links. Click on the link, "Click Here to view approved Affirmative Action Program Verifications." Search for the company name, click on the name, and a copy of the letter of approval should appear. This letter shows verification of filing of Affirmative Action Plan, and the bidder may submit a copy of this letter with the bid.

ATTACHMENT A

**Product Name:**  
**Product Number:**



**1226 McKinley Ave.**  
**Columbus, OH 43228**  
**(800) 237-3454**  
**Poison Control 1-800-682-7625**

**MATERIAL SAFETY DATA SHEET**

**I. PRODUCT INFORMATION**

**Product Name:**  
**Product Number:**  
**Chemical Name:**  
**Formula:**  
**Synonyms:**  
**CAS Number:**  
**CAS Name:**  
**DOT Hazard Classification:**  
**DOT Shipping Name:**



HMIS

|                  |
|------------------|
| Health           |
| 0 Flammability   |
| 0 Reactivity     |
| Pers. Protection |

**II. HAZARDOUS INGREDIENTS**

| <u>Hazardous Components</u> | <u>CAS Number</u> | <u>Percent (%)</u> | <u>Non-Hazardous Components</u> | <u>CAS Number</u> | <u>Percent (%)</u> |
|-----------------------------|-------------------|--------------------|---------------------------------|-------------------|--------------------|
|-----------------------------|-------------------|--------------------|---------------------------------|-------------------|--------------------|

**III. PHYSICAL AND CHEMICAL PROPERTIES**

|                             |       |                             |     |
|-----------------------------|-------|-----------------------------|-----|
| <b>Freezing Point:</b>      | N/A   | <b>Vapor Density:</b>       | N/A |
| <b>Boiling Point:</b>       | N/A   | <b>Vapor Pressure:</b>      | N/A |
| <b>Melting Point:</b>       | N/A   | <b>Evaporation Rate:</b>    | N/A |
| <b>Specific Gravity:</b>    | < 1.0 | <b>Appearance and Odor:</b> |     |
| <b>Solubility in Water:</b> | 100%  |                             |     |

**IV. FIRE AND EXPLOSION HAZARD DATA**

**Unusual Fire/Explosion Hazards:**

**Upper Explosive Limit:** \_\_\_\_\_ **Flash Point:** \_\_\_\_\_

**Lower Explosive Limit:** \_\_\_\_\_ **Fire Extinguishing Media:** \_\_\_\_\_

**V. REACTIVITY DATA**

**ATTACHMENT A** (Cont'd)

**Stability:**  
**Conditions to Avoid:**

**Incompatibilities:**

**Hazardous  
Polymerization:**

**Hazardous  
Decomposition  
Byproducts:**

**VI. HEALTH HAZARD DATA**

**Health Hazards:**

**Primary Routes of Entry:**

**Medical Conditions Generally Aggravated by Exposure:**

**OSHA PEL:  
ACGIH TLV:  
Carcinogenicity:**

**Signs and Symptoms of Exposure:**

OSHA  
NTP  
IARC

**VII. PERSONAL AND PROTECTIVE EQUIPMENT**

General Use

Emergency Use

**PPE:  
Respiratory Protection:**

**VIII. EMERGENCY AND FIRST AID PROCEDURES**

**First Aid:**

**Spill:**

**Special Fire Fighting  
Procedures:**

**IX. PREVENTATIVE MEASURES**

**Procedures for Material Release or Spill:**

**Work and Hygienic Practices:**

**Handling and Storage:**

**Ventilation Requirements:**

**Other Procedures:**

**ATTACHMENT B** (see below)

Click on the following link to access the Word Document,  
“Attachment B - Exhibits to illustrate appearance of some Category 3, 4, and 6 products”:

[Attachment B.doc](#)

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

CATEGORY 3  
BOTTLES ONLY, 16 OZ., 32 OZ., and GALLON

CONTRACTOR: REMAGEN, INC.

| ITEM I.D. NO.<br>Bid Item No.<br>OPI STOCK NO. | DESCRIPTION  | BRAND<br>NAME | QTY PER<br>CASE | PRICE<br>PER<br>EACH<br>BOTTLE | PRICE<br>PER<br>CASE |
|--|--|---------------|-----------------|--------------------------------|----------------------|
| 5291<br>3.a.1<br>010066                        | Bottles, 16 oz., Cylindrical Style, squeezable, base diameter of approx. 2.3" inches, and height of approx. 7.9" inches, HDPE, 28-410 neck finish, Natural color. Weight 30 grams (± 2 grams) per bottle. Resin: Grade: Formosa 5202BN. Bottle shall be flame treated to permit silk-screen labeling.      | KAUFMAN       | 142             | \$ 0.34                        | \$ 48.28             |
| 0036<br>3.a.2<br>010065                        | Bottles, 32 oz., Handled 1 Quart, Cylindrical Style, base diameter of approx. 3.4" inches, and height of approx. 10.3" inches. HDPE, 28-410 neck finish, Natural color. Weight 50 grams (±2 grams) per bottle. Resin: Grade: Formosa 5202BN. Bottle shall be flame treated to permit silk-screen labeling. | PATRICK       | 100             | \$ 0.30                        | \$ 30.00             |
| 5345<br>3.a.3<br>020064                        | Bottles, Handled 1 Gallon, Industrial Round, base diameter of approx. 6" inches, and height of approx. 12" inches. HDPE, 38-400 neck finish, Natural color. Weight 120 grams (± 5 grams) per gal. container. Resin: Grade: Chevron 9503 H. Bottle shall be flame treated to permit silk screen labeling.   | PATRICK       | 48              | \$ 0.66                        | \$ 31.68             |

Product contains recycled material: 42 % content

CATEGORY 3  
CAPS ONLY - FOR 16 OZ., 32 OZ., and GALLON BOTTLES

CONTRACTOR: REMAGEN, INC.

| ITEM I.D. NO.<br>Bid Item No.<br>OPI STOCK NO. |       | DESCRIPTION   | BRAND<br>NAME   | QTY PER<br>CASE | PRICE<br>PER<br>EACH<br>CAP | PRICE<br>PER<br>CASE |
|--|-------|---|-----------------|-----------------|-----------------------------|----------------------|
| 7751<br>010070                                 | 3.b.1 | Caps, White Polypropylene Polyseal Closure with F-217 liner to fit the 16 oz. and 32 oz. quart bottles.                                   | BERRY<br>4006   | 3,100           | \$ 0.09                     | \$ 279.00            |
| 2973<br>010069                                 | 3.b.2 | Caps, White Polyethylene Flip Top, Dispensing Closure, Orifice 0.25 to fit 16 oz. and/or 32 oz. bottles.                                  | SILGAN<br>4002B | 1,150           | \$ 0.12                     | \$ 138.00            |
| 2972<br>010078                                 | 3.b.3 | Caps, White Polyethylene Snap Top, Dispensing Closure, Orifice 0.25 to fit 16 oz. and/or 32 oz. bottles as per Attachment A. Size: 28-410 | ZELLER<br>4007A | 2,500           | \$ 0.14                     | \$ 350.00            |
| 3281<br>010067                                 | 3.b.4 | Caps, White Polypropylene non child resistant closure with F-217 liner to fit the gallon container. Size: 38-400                          | BERRY<br>4010   | 3,100           | \$ 0.08                     | \$ 248.00            |

Product contains recycled material: No

CATEGORY 3  
TRIGGER SPRAYER ONLY - FOR 32 OZ. BOTTLES

CONTRACTOR: REMAGEN, INC.

| ITEM I.D. NO.<br>Bid Item No.<br>OPI STOCK NO. | DESCRIPTION  | BRAND<br>NAME  | QTY PER<br>CASE | PRICE<br>PER<br>EACH | PRICE<br>PER<br>CASE |
|--|--|----------------|-----------------|----------------------|----------------------|
| 7539<br><br>3.b.5<br><br>010073                | Trigger sprayer. Sprayer must be adjustable, capable of delivering an infinitely variable and consistent spray ranging from a powerful stream to a fine mist. Screw cap must have standard 28 mm thread. Sprayer must be high quality and made of durable plastic with no sharp surfaces. Sprayer must have a flexible dip tube measuring 9-1/4" inches length with coarse pickup strainer. Size: 28-410. Color: white. Example products: Impact Products Model 6900 Smazer, Continental-AFA special M5910, or equivalent. | IMPACT<br>6900 | 250             | \$ 0.36              | \$ 90.00             |

Product contains recycled material: No

CATEGORY 5  
PACKAGING AND SHIPPING MATERIALS

| ITEM I.D. NO.<br>Bid Item No.<br>OPI STOCK NO. |     | DESCRIPTION   | BRAND<br>NAME | QTY PER<br>CASE | PRICE<br>PER<br>EACH | ** PRICE<br>/EACH<br>W/ MIN.<br>QTY. |
|--|-----|---|---------------|-----------------|----------------------|--------------------------------------|
| (TBD)<br>010083                                | 5.a | Platter Paper/Steak Paper. Dimensions, 9" x 12" inches, and 1 mil. thick. Typical Case Qty. is 1,000 sheets per box. Color, peach.  |               |                 |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>010079                                | 5.b | Stretch Wrap. Rolls are 1500' feet in length and 12" inches in width. Plastic is 80 gauge and clear in color. Typical Case Qty. is 4 rolls per box. Product shall be suitable for the shipping of finished goods. |               |                 |                      | STILL<br>UNDER<br>EVAL.              |

Product contains recycled material-Y/N: \_\_\_\_\_ if yes, \_\_\_\_\_% content  
 (Will not be part of the evaluation)

\*\* Bidders may state their own minimums by offering further discounts. The agency may, at its option, order by bidder's minimum to get the discount. Quoting an alternate minimum without offering further discounts may deem your bid not responsive for that category and no further consideration for award of that category may be given. If an assorted order in full case quantities can be combined to reach the minimum order, please specify in this bid.

If offering alternate minimum discounts, please list requirements \_\_\_\_\_

CATEGORY 6  
PLASTIC CUBE CONTAINER AND TAP KIT

| ITEM I.D. NO.<br>Bid Item No.<br>OPI STOCK NO. | DESCRIPTION  | BRAND<br>NAME | CASE/<br>MIN. QTY. | PRICE<br>PER<br>EACH | ** PRICE<br>/EACH<br>W/ MIN.<br>QTY. |
|--|--|---------------|--------------------|----------------------|--------------------------------------|
| (TBD)<br>3.C.1<br><br>010160                   | Cube Container system (kit). Plastic cube bottle, 2.5 gallon / 10 liter, inside of snug, die cut white corrugated fiberboard box, with tap, cap, and dust cover. Depending on design, either tap or cap is installed to prevent contamination during shipment of new cube, unless otherwise specified. Kit must ship with dispensing mechanism retracted and as a flush sided cube. Plastic cube must be detergent grade LDPE.<br>Example product: Hedwin No. CUA0677 Cubetainer, or equivalent. |               |                    |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>3.c.2                                 | Extra Tap (faucet) for plastic cube, above. Leak proof plastic faucet for use in storing and dispensing product. Must be compatible with the plastic cube bottle, above. Example product: Waddington & Duval No. COM4401 Quick Serve Tap, or equivalent.   |               |                    |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>3.c.3                                 | Extra Plain Cap for plastic cube above. Must be compatible with the plastic cube bottle.   |               |                    |                      | STILL<br>UNDER<br>EVAL.              |

Product contains recycled material-Y/N: \_\_\_\_\_ if yes, \_\_\_\_\_% content  
 (Will not be part of the evaluation)

\*\* Bidders may state their own minimums by offering further discounts. The agency may, at its option, order by bidder's minimum to get the discount. Quoting an alternate minimum without offering further discounts may deem your bid not responsive for that category and no further consideration for award of that category may be given. If an assorted order in full case quantities can be combined to reach the minimum order, please specify in this bid.

If offering alternate minimum discounts, please list requirements \_\_\_\_\_

CATEGORY 7  
PROPORTIONING DISPENSER SYSTEM FOR LIQUID CLEANER CONCENTRATE

| ITEM I.D. NO.<br>Bid Item No.<br>OPI STOCK NO. | DESCRIPTION   | BRAND<br>NAME | QTY PER<br>CASE | PRICE<br>PER<br>EACH | ** PRICE<br>/EACH<br>W/ MIN.<br>QTY. |
|--|---|---------------|-----------------|----------------------|--------------------------------------|
| (TBD)<br>7.a                                   | One product, high-flow dispenser. *<br>Example Product: Hydro Accudose model 38331, or equivalent.  |               |                 |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>7.b                                   | One product, low-flow dispenser. *<br>Example Product: Hydro Accudose model 38301, or equivalent.   |               |                 |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>7.c                                   | Four product, low-flow dispenser. *<br>Example Product: Hydro QDV model 8440, or equivalent.  |               |                 |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>7.d                                   | Four product, two high-flow, two low-flow dispenser with bottle activation. *<br>Example Product: Hydro QDV model 8428, or equivalent.  |               |                 |                      | STILL<br>UNDER<br>EVAL.              |
| (TBD)<br>7.e                                   | Four product, three low-flow, one high flow dispenser with bottle activation, drip tray, and hose with remote actuator nozzle. *<br>Example Product: Hydro QDV model 8435, or equivalent. |               |                 |                      | STILL<br>UNDER<br>EVAL.              |

\* Note: See II General Requirements, E.6, for additional optional equipment requirements.

Product contains recycled material-Y/N: \_\_\_\_\_ if yes, \_\_\_\_\_% content  
 (Will not be part of the evaluation)

\*\* Bidders may state their own minimums by offering further discounts. The agency may, at its option, order by bidder's minimum to get the discount. Quoting an alternate minimum without offering further discounts may deem your bid not responsive for that category and no further consideration for award of that category may be given. If an assorted order in full case quantities can be combined to reach the minimum order, please specify in this bid.

If offering alternate minimum discounts, please list requirements \_\_\_\_\_

CONTRACTOR INDEX

CONTRACTOR AND TERMS

BID CONTRACT NO.: OT902009-4 (06/30/11)



42611  
Remagen, Inc.  
231 East Main Street  
Eaton, Ohio 45320

DELIVERY: 15 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: John Tuggle

Toll Free: (800) 762-2968  
Telephone: (937) 456-5500  
Fax: (937) 456-7371  
E-mail: [systems@remagensolutions.com](mailto:systems@remagensolutions.com)

Contractor's preferred method of receiving purchase orders: E-mail

ITEM I.D. NO.: 9199 - Freight charges on orders totaling less than \$300.00

SUMMARY OF AMENDMENTS

| <b>Amendment Number</b> | <b>Revision Date</b> | <b>Description</b>   |
|-------------------------|----------------------|--|
| 1                       | 02/01/09             | To advise of the addition of supplemental Part B to the existing contract with the addition of one (1) contractor. |
| -                       | 09/10/08             | Contract start date  |

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\* To advise of addition to Table of Contents.