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

REQUIREMENTS CONTRACT: CHEMICALS

CONTRACT No.: RS903205

EFFECTIVE DATES: 06/01/05 to 05/31/08
Renewal through 05/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS903205 that opened on 03/21/05 and Invitation to Bid No. RS903305 that opened on 03/21/05. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including 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 Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

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

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:

http://www.ohio.gov/procure

Signed: _____
Hugh Quill, Director Date

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* To advise of the addition of Part B to the contract.

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING

INSTRUCTIONS TO BIDDERS

Article I-1. Complete Competitive Sealed Bid with Authorized Signature. Bidders must submit a complete, signed competitive sealed bid, which at a minimum should include all of the pages of the Invitation to Bid that required the bidder to respond and any additional information or samples required by the Invitation to Bid. Bids should be signed, in ink (blue is preferred), on the front page of the Invitation to Bid. Bidders are requested not to use black ink to sign the Bid.

Article I-2. Delivery of Bids.
I-2.1 When Bids may be Delivered. The Department of Administrative Services ("DAS") must receive bids no later than 12:00 p.m. the day the bids are scheduled for opening. DAS receives bids during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. DAS does not accept bids with insufficient postage or collect on delivery.

I-2.2 Where Bids must be Delivered. Bids must be delivered to the following address:

Department of Administrative Services
General Services Division, Office of State Purchasing
ATTN.: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

I-2.3 How Bids May be Delivered. Each bid must be submitted in a sealed envelope or similar container with the bid number clearly marked on the exterior. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope, with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time, may be disqualified without additional consideration.

Article I-3. Bids are a Public Record.
I-3.1 Interested bidders may attend the opening of the bids.

I-3.2 After bids are opened and certified by the Auditor of State, they are available for public review by interested parties who have registered with the bid desk to review the bids. Once bids have been reviewed, they will be forwarded to the buyer/analyst to begin the evaluation and award process.

I-3.3 After bids are opened they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant thereto.

Article I-4. Interpretation of Bid Specifications:
I-4.1 Bidder May Request Clarification. If a bidder discovers an inconsistency, error or omission in this Invitation to Bid, the bidder should request clarification from State Purchasing as indicated on the front page of the Invitation to Bid. Such clarification may be made only through the internet. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening unless otherwise noted on Page 1 of the ITB. No other form of clarification is acceptable. Failure of Bidder to comply may result in the Bidder being deemed not responsive.

I-4.2 DAS Modifications through Written Addendum. When it is necessary to modify an Invitation to Bid, DAS does so by written addendum only.

I-4.3 Damages Arising from Bid Specifications. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Invitation to Bid specifications or from inaccurate assumptions based upon the specifications.

Article I-5. Evaluation of Bids
The contract will be awarded to the lowest responsive and responsible bidder as determined by DAS under the Ohio Revised Code (the "Code"). To protect the integrity of the competitive bid process, bids will be closed for public review once the evaluation and award process begins.

I-5.1 Lowest Bidder. A bidder is lowest if its bid offers the lowest-cost supply or service in comparison to all other bidders as set forth in the evaluation paragraph in the bid. While bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest bidder.

I-5.2 Responsive Bidder. A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

I-5.3 Responsible Bidder. DAS' determination of a bidder's responsibility includes the following factors:

(A) the experience of the bidder,
(B) the bidder's financial condition,
(C) the bidder's conduct and performance on previous contracts,
(D) the bidder's facilities,
(E) the bidder's management skills, and
(F) the bidder's ability to execute the contract properly.
(G) review of Federal and the Ohio Department of Transportation debarment list.

I-5.4 Preference for Ohio Products. The bid award may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under Ohio Revised Code Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06.

I-5.5 Tie Bids. If two or more bidders offer the same cost and both are determined to be responsive and responsible, DAS may break the tie with the flip of a coin. DAS may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

I-5.6 Rejected Bids. DAS may reject any bid, in whole or in part, if any of the following circumstances are true:

(A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the Invitation to Bid,
(B) the price of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the purchasing agency's available funds, or
(C) DAS determines that awarding any item is not in the best interest of the State of Ohio.

I-5.7 Unit Costs. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the Bid.

I-5.8 Estimated Usage. Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the contract. The State makes no representation or guarantee as to the actual amount of item(s) to be purchased by the participating agencies.

I-5.9 Contractor's Warranty Against an Unresolved Finding for Recovery. Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this ITB, without notifying the DAS of such finding.
I-5.10 Suspension and Debarments. The Department of Administrative Services will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System http:/epls.arnet.gov/.

Article I-6. Withdrawal of Bids
I-6.1 Withdrawal before Bid Opening. A bidder may withdraw its bid, by written request, any time after DAS receives the bid and before bid opening.

I-6.2 Withdrawal after Bid Opening. A bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If DAS suspects that the lowest bid contains a mistake, DAS may ask the bidder for written confirmation of its bid.

Article I-7. Correction of Bids
I-7.1 Correction before Bid Opening. If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

I-7.2 Correction after Bid Opening. DAS may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

Article I-8. Bids are Firm for 90 Days. Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

Article I-9. Requests for Revisions or Additions to the Contract: Bidders are required to comply with all of the terms and conditions of the Invitation to Bid, whether the bidder had actual knowledge of the terms and conditions of the Invitation to Bid and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. DAS will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the Invitation to Bid prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

Article I-10. Information Requested: DAS may request additional information to evaluate a bidder's responsiveness to the Invitation to Bid or to evaluate a bidder's responsibility. If a bidder does not provide the requested information, it may adversely impact DAS' evaluation of the bidder's responsiveness or responsibility.

Article I-11. Samples: DAS may require bidders, by Invitation to Bid or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. DAS will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. DAS may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Invitation to Bid will not be evaluated and DAS may dispose of them in any way it chooses.

Article I-12. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the bidder prior to the award of any Contract resulting from this Bid. Total liability of the State is limited to the terms and conditions of a resulting Contract.

Article I-13. Protests and Communications During Evaluation. Any bidder, who is not in agreement with the competitive bidding process used to make the award may file a protest. The protest must be timely and submitted in writing to the State Purchasing Administrator. Any attempt by the bidder, the bidder's agent(s), or any party representing the bidder to file a protest with any entity of the State of Ohio other than the Administrator may result in the bidder being deemed as not responsive. During the evaluation process, unless requested by State Purchasing as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to submit correspondence that is determined by DAS to be an attempt to compromise the impartiality of the evaluation or any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the bidder. A determination to stay the proceedings or reverse an award determination will be at the sole discretion of the State Purchasing Administrator.

Article I-13. Protests and Communications During Evaluation (continued). The decision of the Administrator shall be final and conclusive unless any person adversely affected by the decision commences an action in a court of law.

Article I-14. Ethics. All bidders and employees of the Office of State Purchasing are bound by the Ethics Laws of the State of Ohio. Any bidder or employee who violates any of these laws will be subject to penalties set forth by law.

Article I-15. Registration with the Secretary of State. When applicable by the signature affixed to this Bid, the bidder attests that the Bidder is:

(A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or
(B) a foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Section 1703.03; or
(C) a foreign corporation, not incorporated under the laws of the state of Ohio, and that is not registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.02 and 1703.03 (as applicable to interstate commerce).

Article I-16. Certification Regarding Contract Eligibility With Other Governmental Entities: By the signature affixed on Page 1, Bidder hereby certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

Article I-17. Non-Collusion Certification: By the signature affixed on Page one (1) of the Bid, the Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

I-18. Specifications. The Department of Administrative Services is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of bid responses. The department may use any form of specification it determines to be in the best interest of the State and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification, a performance specification or a combination thereof. If the department determines that a design, performance or combination specification is not in the best interest of the State, it may use brand name or equal specifications. **Where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award**. The department may also use a qualified products list of the federal government or may develop a qualified products list applicable to the State of Ohio. When developing a qualified products list, the department shall solicit a sufficient number of suppliers to ensure maximum coverage with providers of the supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required to furnish exact samples of the supplies or services to be provided for testing and examination by the State. **Only those supplies or services that conform to the state's requirements will be considered for inclusion on a qualified products list.** The department may also use a brand specific specification when it is determined that the identified brand name supplies or services will satisfy the State's need in the most cost-efficient manner, when the identified brand name supplies or services are necessary to protect the health and well-being of clients of the state, when emergency conditions will not permit acceptance of alternate brand name supplies or services, and when there are two or more authorized stocking distributors available to provide the required brand specific supplies or services. Final approval of, revisions to, and cancellation of the specifications for supplies and services or the proposed criteria and methodology for establishing and maintaining a qualified products list shall be the responsibility of the department.

I-19. FDA Registration. In accordance with the Public Health Security and Bioterrorism Preparedness Response Act of 2002, all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food and Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: http://www.cfsan.fda.gov/~furls/ovffreg.html. By the signature affixed to Page 1 of this ITB, Bidder certifies that Bidder, or his supplier(s) are properly registered with the FDA, unless otherwise exempted from such registration by the FDA.

I-20. Subcontracting. The Bidder must be the prime contractor performing the work under the Contract. However, DAS recognizes that it may be necessary for the Bidder to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Bidder shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the contract, the Bidder shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. DAS reserves the right to reject any subcontractor submitted by the prime contractor.

STATE OF OHIO
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CONTRACT TERMS AND CONDITIONS

Article K-1. Contract Components; Entirety; Changes; Interpretation.

K-1.1 Contract Components. This Contract consists of the complete Invitation to Bid, including the Instructions to Bidders, the Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written amendments to the Invitation to Bid; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").

K-1.2 Entire Agreement; Parties to the Contract. This Contract is the entire agreement between the contractor ("Contractor") and the Department of Administrative Services ("DAS") on behalf of the State agencies that may purchase from this Contract. The State agencies that may purchase from this Contract are listed on the front page of the Invitation to Bid as "Participating State Agencies."

K-1.3 Contract Changes; Waiver. Changes or modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Article K-2. Contract Orders. Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio purchase order (ORDE) from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

Article K-3. Standard Invoice & Payment

K-3.1 Invoice. The Contractor shall submit an invoice to the ordering agency upon shipment of the supplies or performance of the service as described on the purchase order. Except when using Electronic Data Interchange (EDI) processes and unless otherwise requested by the ordering agency, the invoice must be in quadruplicate. The invoice must be a "proper invoice" to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

K-3.2 Compensation. In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. In addition, for purchases of services, Contractor must also be registered with the Office of Budget and Management's (OBM) vendor database. Registration in OBM's database requires the Contractor to complete an IRS W-9 Form. The completed original form should be mailed to: Office of Budget and Management, Vendor Compliance Section, 30, East Broad Street, 34th Floor, Columbus, OH 43215.

K-3.3 Ohio Payment Card. Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed $2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the State Purchasing website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

K-3.4 Payment Due Date. Each participating state agency must make payments under this Contract no later than the 30th calendar day from the day it receives an invoice, that conforms to the State's current policy, for the supplies or services it has accepted. The participating agency may only process an invoice for payment after delivery and acceptance of the ordered supplies or services has transpired.

K-3.5 Interest on Overdue Payments. Participating state agencies will determine and pay interest for overdue payments on proper invoices in accordance with Section 126.30 of the Revised Code.

K-3.6 Taxes: Participating state agencies are exempt from all federal, state and local taxes. Participating state agencies will not pay any taxes on supplies or services purchased from Contractor, unless the Special Contract terms and conditions specifically state otherwise.

Article K-4. Time of Performance.

K-4.1 Term of Contract. This Contract is effective upon the projected beginning date on the Invitation to Bid cover page or upon signature of DAS whichever is later in time. This Contract will remain in effect until the projected ending date on the Invitation to Bid cover page or until the Contract is fully performed by both parties or until it terminates in accordance with the Ohio constitutional or statutory limitations in this Article, Section K4.3, or until it is canceled or terminated in accordance with Article K-6, whichever occurs first.

K-4.2 Contract Renewal. This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be by agreement any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

K-4.3 Constitutional and Statutory Limitations:

(A) Appropriation may not be longer than two years. State contracts may not extend beyond a biennium. If the term of this Contract extends beyond a biennium, the Contract will terminate on the last day of the current biennium. At that time, DAS may renew this Contract by letter to Contractor no later than July 1, of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

(B) Appropriation of Funds. The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

(C) Certification of Funds. Under Revised Code Section 126.07, any purchase order (ORDE) placed under this Contract is not valid unless and until the Director of the Ohio Office of Budget and Management certifies that there is a balance in the appropriation not already obligated to pay existing commitments.

Article K-5. Delivery.

K-5.1 F.O.B. The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of delivery will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

K-5.2 Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Article K-6 of this Contract or any other remedy at law.

K-5.3 Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

Article K-6. Contract Cancellation; Termination; Remedies.

K-6.1 Contract Cancellation. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and DAS may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by DAS.

(A) Contract Performance Substantially Endangered. If Contractor's default is substantial and cannot be cured within a reasonable time or if DAS determines that the performance of the Contract is substantially endangered through no fault of the State, DAS may cancel this contract by written notice to Contractor.

(B) Cancellation for Unremedied Default. If Contractor's default may be cured within a reasonable time, DAS will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure its default within the time required, DAS may cancel the contract by written notice to Contractor. If DAS does not give timely notice of a default to Contractor, DAS has not waived any of the State's rights or remedies concerning the default.

(C) Cancellation for Persistent Default. DAS may cancel this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After DAS has notified Contractor of its third default, DAS may cancel this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related in any way.

(D) Cancellation for Financial Instability. DAS may cancel this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

(E) Cancellation for Delinquency; Violation of Law. DAS may cancel this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. However, DAS may not cancel this Contract if Contractor has entered into a repayment agreement with which Contractor is current. DAS also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract.

(F) Cancellation for Failure to Retain Certification. Pursuant to section 125.081 of the Revised Code DAS may set aside a bid for supplies or services for participation only by minority business enterprises (MBE'S) as certified by the DAS Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the DAS Equal Opportunity Coordinator, DAS may immediately cancel the Contract.

K-6.2 Contract Termination. DAS may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

K-6.3 Remedies for Default.

(A) Actual Damages. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

(B) Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, or $250.00 per day, whichever is less, for every day the default is not cured by Contractor.

(C) Deduction of Damages from Contract Price. The participating state agency may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, with DAS prior written notice to Contractor.

Article K-7. Force Majeure. If the State or Contractor is unable to perform any part its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightening; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

Article K-8. Delegation of Duty and Assignment of Rights.

K-8.1 DAS Consent to Delegate. Contractor may not delegate any of its duties under this Contract unless DAS consents to the delegation in writing. DAS' consent to the delegation is not DAS' agreement to release Contractor from its duties under this Contract

K-8.2 DAS Consent to Assign. Contractor may not assign any of its rights under this Contract unless DAS consents to the assignment in writing. Any purported assignment made without DAS' written consent is void. DAS may assert against an assignee any claim or defense DAS may have against the assignor.

K-8.3 Antitrust Assignment to DAS. Contractor assigns to DAS all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

Article K-9. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

K-9.1. Large quantities. The supplies or services to be purchased were not anticipated by DAS at the time this Contract was let and the supplies or services are required in a large quantity.

K-9.2 Unique or Unusual Nature. The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract.

K-9.3 Emergency Purchase. The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

Article K-10. Contractor's Warranty Against an Unresolved Finding for Recovery. If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior to the award, the contract shall be void *ab initio*. The Contractor understands that Contractor shall be responsible to the State for any expenditures placed against the contract.

Article K-11. Price Adjustments.

Article K-11. Price Increases. If the Special Contract Terms and Conditions provide for a price increase, Contractor may request a price increase in accordance with the Special Contract Terms and Conditions.

Article K-11.2 Price Decreases. If DAS becomes aware of a general price decrease for the supplies or services provided under Contract, Contractor must provide a price decrease to the State of Ohio. Failure to provide a decrease will be considered as a default.

Article K-12. Equal Employment Opportunity. Contractor must comply with all federal and state laws pertaining to equal employment opportunity, including federal and state executive orders. Contractor will not by reason of race, color, religion, sex, sexual orientation, Vietnam veteran status, age, handicap, national origin, or ancestry, discriminate against any person in the hiring of employees for the performance of work under this Contract. Contractor, Contractor's subcontractors and any other agent acting on behalf of Contractor may not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, sexual orientation, Vietnam veteran status, age, handicap, national origin, or ancestry. During the performance of the Contract, Contractor agrees to comply with Revised Code Section 125.11.1(B), Administrative Code Sections 123:1-49-01 through 123:1-49-06 and Executive Order 2001-12T. The Contractor understands the State Equal Opportunity Division may conduct pre-award and post-award compliance reviews to determine if the Contractor maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program.

Article K-13. Drug-Free Workplace. Contractor must comply with all applicable state and federal laws regarding a drug free workplace. Contractor must exert good faith efforts to ensure that its employees do not purchase, transfer, and use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on State property. It is the responsibility of the Contractor to ensure that state employees and Ohio citizens are not exposed to dangers created by having one of the Contractor's employees at a state facility under the influence of controlled substances. At the option of the Contractor, the Contractor may enroll in the Drug Free Workplace discount program administered by the Bureau of Workers' Compensation. Information on this program may be obtained at the BWC website: www.ohio.bwc.com. If the Contractor fails to meet this responsibility, DAS may immediately cancel the contract by written notice to the Contractor.

Article K-14. Survivorship. In addition to Article K-6 Section 6.3, Remedies for Default, of this Contract, the following Articles, Article K-15 through Article K-20, survive the expiration of this Contract.

Article K-15. Indemnification. Contractor will indemnify the State of Ohio, including its public officials and employees, for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Contractor's performance under this Contract including Contractor's employees and agents.

Article K-16. Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract, without written permission from DAS. Contractor must assume that all state information, documents, data, records or other material is confidential.

Article K-17. Publicity. Contractor and its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by DAS.

Article K-18. Governing Law; Severability. The laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Article K-19. Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Article K-20. Workers' Compensation. The contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio. If work is done outside of Ohio, the contractor shall be required to carry Workers' Compensation Insurance coverage to meet the laws of the appropriate state(s) where work on the Contract will be done. The contractor may also be required to show proof of Employer's Liability (Stop Gap) coverage with at least a $1,000,000 limit. Proof of Workers' Compensation coverage will be considered as part of the evaluation process. If not listed in the bid or submitted as part of the bid response, the bidder will be required to provide said certificate within seven (7) calendar days after notification to the Office of State Purchasing. Failure to provide the certificate within the stated time period will result in the bidder being deemed not responsive. Failure to maintain Workers' Compensation Liability Insurance coverage for the duration of the contract and any renewal thereto, will be considered as a default.

Article K-21. Automobile and General Liability Requirements. During the term of the Contract and any renewal thereto, the bidder, and any agent of the bidder, at its sole cost and expense shall maintain a policy of automobile liability and commercial general liability insurance as described in this Article. If not submitted with the bidder's response, copies of the respective insurance certificates shall be filed with the Office of State Purchasing within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period will result in the bidder being deemed not responsive. Said certificates are subject to the approval of the Director, Department of Administrative Services and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Director, Department of Administrative Services. Failure of the bidder to maintain this coverage for the duration of the Contract and any renewals thereto may be considered as a default.

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO AND SHALL BE COVERED BY THE OHIO GUARANTY FUND. In addition, all insuring companies shall have and maintain at least an A- (excellent) rating from A.M. Best.

Article K-21.1 Commercial General Liability. Insurance coverage with a $2,000,000 annual aggregate and a $1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit. If the bidder uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow form on a per project/per location basis. It is agreed upon that the bidder's commercial general liability insurance shall be primary over any other coverage. The Office of State Purchasing reserves the right to approve all policy deductibles and levels of self-insured retention.

Article K-21.2. Automobile Liability. 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.

Article K-22. Contract Compliance. The participating state agency will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s). DAS will apply the provisions of Article K-6, "Contract Terms and Conditions" to resolve the infractions(s).

Article K-23. Quality Assurance. At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the provisions of Article K-6, "Contract Terms and Conditions".

Article K-24. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the State of Ohio using EDI, can be found on the Internet at: www.state.oh.us/ecedi/. This guide contains all of the information necessary for a company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. In addition, companies who are interested in becoming EDI trading partners with the State of Ohio should visit the Office of Budget and Management's website at www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp for additional information regarding E Commerce.

Article K-25. Warranties. Unless otherwise stated, all supplies shall be new and unused and when authorized, recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material and manufacturer and to be in compliance with the Contract specifications.

Article K-26. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the Office of State Purchasing. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-Operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information as requested by the Office of State Purchasing. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

Article K-27. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The bidder acknowledges to have read, understood, and agrees to this Policy.

(A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

(B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval form the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

Article K-28. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-State Purchasing and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

Article K-29. Contractor Disclosure; Location of Services, Data

(A) As part of the Agreement, Contractor shall disclose the following:

1. The location(s) where all services will be performed; and
2. The location(s) where any state data applicable to the contract will be maintained or made available; and
3. The principal location of business for the contractor and all subcontractors.

(B) Contractor shall not, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

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SPECIAL INSTRUCTIONS TO BIDDERS

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.

NOTICE: Pages 3 through 11 are the Instructions to Bidders and the Contract Terms and Conditions which can be downloaded from our web site by clicking the link found on page 1 of this document or by using the following URL: http://procure.ohio.gov/pdf/iandt6.pdf

INSURANCE REQUIREMENTS: The liability insurance requirements as shown on Page 2a of the bid documents are for informational purposes only. Do not complete this page. A completed ACORD form as specified must be submitted with the bid response or upon request during the evaluation process. Workers' Compensation Liability Insurance and General Liability Insurance per the Contract Terms and Conditions (Rev. 06/07/04), Articles K-21, K-22, K-22.1 and K-22-2 as applicable. Insurance must meet the minimum requirements, of the State of Ohio, as stated in these paragraphs.

CONTRACT AWARD: There will be one (1) award per line item to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders", in addition there will be one (1) award per line item on all items. Although there will be separate line item awards made, bidders are eligible to receive awards of multiple line items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the line items. Items that have dilution rates or more that one container size to be quoted will be evaluated as follows:

Items #4, #5 and #6: The bid will be evaluated by line item based on dilution rate price per one hundred (100) pounds of laundry. Where concentration level ranges are listed by a bidder for a product the evaluation will be based on the maximum high range amount price per one hundred (100) pounds of laundry.

Items #3, #10, #11, #12, #14 and #19: The bid will be evaluated by line item based the average price quoted per gallon or pound. To determine the average price, the sum of the prices of all container sizes quoted for a line item will be divided by the number of container sizes quoted.

DOCUMENTATION: The following documentation is requested to be submitted with your bid. If not, the bidder must provide the said documentation within seven (7) business days, after notification, to the Office of State Purchasing. Failure to provide the documentation, as applicable, within the stated time period may result in the bidder being deemed as not responsive for applicable item(s).

A. Technical Data Sheet(s): Bidder shall provide, 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. Technical Data Sheet(s) For Items #4, #5 and #6: Bidder shall provide, with the bid response, a technical data sheet for each product offered in their bid response. Concentration level of these products will vary in accordance with local water conditions, etc., and technical specification sheets should address the recommended concentration level range (number of ounces of the product per 100 pounds of laundry). The information on the technical data sheets shall coincide with the recommended usage indicated by the bidder on the bid pricing page. Any discrepancy between information provided on the bid pricing page and information provided on the technical data sheet(s) may deem your bid not responsive for applicable item(s). Failure to submit technical data sheet(s) may deem your bid not responsive for applicable item(s).

C. 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).

D. 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 INSTRUCTIONS TO BIDDERS (Cont'd)

E. Letter: Bidder should submit a letter, signed by a duly authorized officer, attesting that the bidder has sufficient inventory capacity to meet the delivery requirements of the bid and that all products offered in the bid response meet or exceed bid specifications. Failure to submit letter may deem your bid not responsive.

AFFIDAVIT OF COMPLIANCE OR CERTIFIED ANALYSES: As part of the evaluation the state may require (1) an affidavit may require (1) an affidavit from the manufacturer or supplier that the product furnished under these specifications complies with all applicable requirements of ANSI/AWWA standards; (2) certified analyses of the product furnished by the manufacturer or supplier, covering such items as required; or (3) both. Cost, if any, for such affidavit or analyses shall be the responsibility of the manufacturer or contractor.

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) business days, after notification. Failure to provide the samples within the stated time period may result in the bidder being deemed not responsive. All samples shall be provided in actual commercial container with proper label. If the state requires dilution testing and/or laboratory analysis of product, bidder shall bear the cost of same. Samples shall become the property of the state of Ohio. 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.

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.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivision's and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 1% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to the Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause below. Shipment shall be made to any state agency, state vocational school, state university, state community college or any properly registered cooperative purchasing participants located within the state of Ohio.

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 one hundred fifty ($150.00) dollars.

ON ORDERS TOTALING LESS THAN ONE HUNDRED FIFTY ($150.00) 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: All merchandise shall be shipped within twenty-one (21) days after receipt of order and for store door delivery.

MATERIAL SAFETY DATA SHEET: The contractor shall provide, with all initial shipments, Material Safety Data Sheet (MSDS). The MSDS shall verify the contractor's compliance with OSHA's Hazard Communications Standard 29 CFR 1910.1200.

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 (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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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 the provisions of Article 6, "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: Carol Clingman.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

This bid and any resulting contract, is issued to obtain various chemicals (water treatment, laundry, boiler water sludge conditioning, recirculating cooling water system, etc.) for various state agencies and members of the Cooperative Purchasing Program.

B. Classification

These specifications include, but are not limited to, chemical products for:

1. Laundry
2. Boiler water sludge conditioning
3. Recirculating cooling water systems
4. Water treatment systems

II. APPLICABLE PUBLICATIONS

Where applicable, unless otherwise stated in these specifications, the following standards form a part or these specifications.

A. American Water Works Association Standards (AWWA) for Potassium Permanganate, Hydrofluosilicic Acid, Sodium Hydroxide, Aluminum Sulfate, Hypochlorites
B. Federal Regulation 7-CFR-362
C. Federal Regulation 21-CFR-201.3 (good manufacturing practices)
D. Federal Regulation 40-CFR-162
E. Federal Regulation 49-CFR-Subchapter C
F. Federal Specification BB-C-1206
G. Federal Specification O-S-571F (Anhydrous Sodium Carbonate)

SPECIFICATIONS (Cont'd)

H. Federal Specification P-L-130C (Laundry Sour)
I. Federal Specification O-S-635D (Sodium Hexametaphosphate)
J. Federal Specification O-C-114B (Calcium Hypochlorite, Technical)
K. FDA Regulations 121.1088 and 173.310
L. EPA-Rules and Regulations for "Laundry Additives-Residual Self-Sanitization and Bacteriostasis"
M. Protocol pub. by Petrocci and Clarke (J AOAC 52:836-842) and American Association of Textile Chemists and Colorists
N. ASTM E-412
O. ASTM D2022
P. ASTM 2111
Q. Military Specification MIL-V-2

III. REQUIREMENTS

A. Hydrofluosilicic Acid (H_2SiF_6) - (Item 1)

1. Applicable Documents: AWWA Standard ANSI/AWWA #B703-97 and latest amendments thereof.

2. Requirements: The product shall conform to the following:

Property	Requirements
Hydrofluosilicic Acid (H2SiF6), wt. percent	25.0 min.
Arsenic (AS), wt. percent	0.025 max.
Antimony (Sb), wt. percent	0.025 max.
Lead (Pb)	0.02 max.
Iodine (I)	0.025 max.
Molecular Weight	144.08
pH of 1% solution	1.2
Density of 1% solution	10.29lb./gal.
Boiling Point	105.8 degrees C
Physical State	Aqueous Solution

3. Packaging: 55 gallon drums (approx. 550 lb.)

B. Potassium Permanganate (KMnO4) – (Item 2)

1. Applicable Documents: AWWA Standard ANSI/AWWA #B603-98 and latest amendments thereof.

2. Condition: This product shall be a free flowing powder (suitable for either solid or solution) 97% by weight.

3. Requirements: The product shall conform to the following:

Property	Requirements
State	Solid
Color	Purple to Grayish hue
Molecular Weight	158
Melting Point	240° C
Density	2.703 g/ml
KMnO4, wt. Percentage	97.0 min

4. Labeling: product must be labeled NSF Standard 60 (for Human Consumption)

5. Packaging: 110 gallon drum. Drums shall be ODOT authorized. Product must comply with applicable requirements with "good mfg. practices" as defined by Food and Drug Administration (FDA) part 210.3 of 21 Code of Federal Regulations (CFR).

SPECIFICATIONS (Cont'd)

C. Sodium Hydroxide Solution, 50% (Na0H Solution) – (Item 3)

1. Applicable Documents:
   a. AWWA Standard ANSI/AWWA #B501-98 and latest amendments thereof.
   b. FDA Federal Regulation 173.310

2. Requirements: Shall conform to the following:

Property	Requirements
Appearance	Colorless to slightly colored
Odor	No odor or faint odor
Na0H	50 ± 1%
Water	Balance
Iron	20ppm max.
Boiling Point	Approx. 145°C
Specific Gravity	Approx. 1.52

3. Packaging: Sodium Hydroxide solution shall be available in bulk quantities--3,500 - 4,000 gallon transport load. Data sheet (documenting the chemical content and actual amount of the shipment) furnished at time of delivery.

D. Laundry Sour With Nile Blue Color – (Item 4)

1. This specification covers laundry sour with bluing agent and/or optical brightener.

2. Applicable Documents: Federal Specification P-L-130C; Type I, preferably light tint

3. Requirements: Laundry sour shall be a clean, uniform, free-flowing granulated powder containing a mixture of high neutralizing laundry sour components specified below:

Property	Requirements
Sodium Silico Fluoride, wt. percent	65 min.
Bluing Agent and remainder	2.5
pH of 0.2 percent solution	3.60

4. Neutralizing Capacity: It shall take not less than 500 mg. Na0H per gram of laundry sour to adjust the pH to 7.0 when tested.

5. Solubility: Ninety-five (95) percent of the laundry sour shall dissolve in water at 113°F within two (2) minutes.

6. Labeling: The containers shall be labeled in accordance with the Federal Hazardous Substances Act. Label shall contain the following information:

   a. Recommended use dilution per 100 lb. of soiled laundry
   b. Warning statement
   c. Directions for use

7. Packaging: 100 lb. fiber drums

E. Fabric Softener – (Item 5)

1. Requirements: A Free flowing powdered textile softening agent containing cationic quaternary ammonium chloride compounds, fluorescent brightener and other compounds as given below:

SPECIFICATIONS (Cont'd)

Property	Requirements
Cationic quat. ammonium chloride, wt. percent	4 min. - 30 max.
Fluorescent brightener, salts, sulfates, carbonates	Remainder

2. Labeling: Label shall contain the following information:

   a. Recommended use dilution per 100 lb. of soiled laundry
   b. Warning statement, if any, and directions for use

3. Packaging: 100 lb. fiber drums

F. Fabric Softener With Bacteriostat – (Item 6)

1. Applicable Documents:

   a. Environmental Protection Agency - Rules and Regulations for "Laundry Additives - Residual Self-Sanitization and Bacteriostasis".

   b. Protocol published by Petrocci and Clarke (J AOAC 52:836-842) and American Association of Textile Chemists and Colorist.

2. Requirements: A free flowing powdered fabric softener, shall have bacteriostatic properties against S. aureus (ATC 6538), K. pneumonial (ATCC 4352) and Protus mirabilis (ATCC 9240) as required by E.P.A. for labels claiming residual microbial activity on laundered materials. Products shall conform to the following:

Property	Requirements
Cationic Quaternary Ammonium Chlorides, wt. Percent	4 min. - 25 max.
Phenolic derivatives, may contain	Optional
Brightener, salts, sulfates, carbonates, etc.	Remainder

3. Labeling: Label shall contain the following information:

   a. E.P.A. registration number
   b. Dosage requirement
   c. Warning statement, if any
   d. Directions for use

4. Intended Use: Hospital linens, etc.

5. Packaging: 100 lb. fiber drums

NOTE: If the product contains any amounts of 5 Chloro-2 (2,4-Dichlorophenoxy) Phenol, it shall not be used on baby diapers and a warning statement of such effect shall appear on the label.

G. Sodium Hexametaphosphate $(NaP0_3)_6$ – (Item 7)

1. Applicable Documents: The American Water Works Association B502-94; Federal Specification 0-S-635D; Type II, Form 2 and latest amendments thereof.

2. Requirements: Clean, free flowing white granules of sodium hexametaphosphate, shall have no odor. The product shall be approved by the American Water Works Association and F.D.A. for treatment of potable water and boiler water additives which may be safely used in the preparation of steam which comes in contact with food as per Federal Register 121.1088. The product shall conform to the following:

SPECIFICATIONS (Cont'd)

Property	Requirements
Total P205, wt. percent, min.	66.5
pH, 1% solution	6.6-7.0
Insoluble matter, wt. percent, max.	0.1
Heavy metal (as Pb), ppm, max.	10
Density, bulk, lb./cu. ft., min.	84
Solubility, lb./gallon, min. at 75°F	12
Grade	granular

3. Packaging: 100 lb. bags

H. (Ground) Aluminum Sulfate ($A1_2(SO_4)_3 14H_2O$ – (Item 8)

1. Applicable Documents: The American Water Works Association B403-98; Federal Specification O-A-429C, Type I, Class 2 and any latest amendments thereof.

2. Classification: - Purified, ground hydrated aluminum sulfate

3. Requirements: The product shall conform to the following:

Property	Requirements
Appearance	Ground
Grade	Commercial
Total soluble alumina as Al203, wt. percent	17.0 min.
Total avail. water soluble aluminum as Al, wt. percent	9.0 min.
Water soluble iron as Fe203, wt. percent	0.75 max.
Insoluble matters, wt. percent	0.5 max.
Specific gravity	1.61 approx.
pH 1% solution	3.5 approx.

4. Packaging: 50 lb. bags

I. (Liquid) Aluminum Sulfate ($A1_2(SO_4)_3 14H_2O$ – (Item 9)

1. Applicable Documents: The American Water Works Association B403-98; Federal Specification O-A-429C, and any latest amendments thereof.

2. Classification: Liquid Alum

3. Requirements: The product shall conform to the following:

Property	Requirements
Appearance	Clear Liquid
Grade	Commercial
Total soluble alumina as Al203, wt. percent	8.0 min.
Total avail. water soluble aluminum as Al, wt. percent	4.25 min.
Water soluble iron as Fe203, wt. percent	0.35 max.
Insoluble matters, wt. percent	0.2 max.
Specific gravity	1.33 approx.
pH 1% solution	3.5 approx.
Content	48.5% dry Al2(SO4)314H2O in water min.

4. Packaging: 55 gals. drums

SPECIFICATIONS (Cont'd)

J. Scale and Corrosion Inhibitor – (Item 10)

1. This product is to be used in recirculating cooling water systems to prevent the formation of scale and corrosion of the metal and shall include the following ingredients at the percentages shown.

Composition	Minimum Percentage by Weight
Dequest 2010	4.0% active HEDP
Polyacrylic Acid	2.0% active PAA
Tolytriazole	0.9% active TTA
Sodium Molybdate	1.5% as Mo04
Potassium Hydroxide or Sodium Hydroxide	As needed for stabilization
Specific Gravity at 25°C:	1.22

2. Packaging: 15, 30, 55 gal. non returnable drums (fiber drums unacceptable)

K. Biocide A – (Item 11)

1. This is a microbiocide for use in controlling the growth of algae, bacteria, and fungi found in recirculating cooling water systems.

2. Requirements:

Microbiocide Z106

Composition	Minimum Percentage by Weight
Active Ingredient:	
Poly [oxyethylene (dimethyliminio)	
ethtylene (dimethyliminio) ethylene dichloride]	15 %
Inert Ingredients	85 %
Total:	100 %

3. Packaging: 15, 30, 55 gal. non returnable drums (fiber drums unacceptable)

L. Biocide B (Liquid) – (Item 12)

1. This is a microbiocide for use in controlling the growth of algae, bacteria, and fungi found in recirculating cooling water systems.

Composition	Minimum Percentage by Weight
Active Ingredients:	
5-chloro-2-met by 1-4-izothiazolin e-3-one	1.15 %
2-methyl-4-isothiazolin-3-one	0.35 %
Inert Ingredients	98.50 %
Total::	100.00 %

2. Packaging: 30 or 55 gal. non returnable drums (fiber drums unacceptable)

M. Biocide B (Pellets) – (Item 13)

1. This is a microbiocide for use in controlling the growth of algae, bacteria, and fungi found in recirculating cooling water systems.

Composition	Minimum Percentage by Weight
Active Ingredients:	
1-Bromo-3-Chloro-5, 5-dimethylhydantoin	96 %
INERT INGREDIENTS:	4 %
Total:	100 %

2. Packaging: 50 lb. containers

SPECIFICATIONS (Cont'd)

N. Closed Recirculating System Treatment (Dry Formulation) – (Item 14)

1. This product is to be used in the closed recirculating systems, both hot and cold to prevent the formation of scale and corrosion of the metal and shall include the following ingredients at the percentages shown.

2. Condition: This product shall be a free flowing powder

Property:		Percentage
Sodium Nitrite		75.0 %
Sodium Tetraborate		24.5 %
Mercapto Benzothiazol		0.5 %
	Total:	100.0 %

3. Packaging: 25, 50, 100 lb. drums

O. Closed Recirculating System Treatment (Liquid Formulation) – (Item 15)

1. This product is to be used in the closed recirculating systems, both hot and cold to prevent the formation of scale and corrosion of the metal and shall include the following ingredients at the percentages shown.

2. Condition: Clear, Light, Amber Liquid

Property:		Percentage
Demineralized Water		84.87 %
Sodium Nitrite		11.00 %
Sodium Tetraborate		3.18 %
Mercapto Benzothiazole		0.50 %
Sodium Hydrozide		0.15 %
50% Polyacrylic Acid		0.30 %
	Total:	100.00 %

3. Packaging: 30 gal. plastic drums

4. Net Weight: 30 Gal. – 281 Lbs.

P. Sodium Hypochlorite (Solution) – (Item 16)

1. Classification: - This covers only Type I - 12.5% sodium hypochlorite (NaOCl) by weight.

2. Applicable Documents: - The following documents shall apply and any latest revisions thereof:

   a. Federal Specification O-S-602E
   b. ASTM D2022 - Standard methods of sampling and chemical analysis of chlorine containing bleaches.
   c. ASTM 2111 - Standard methods of test for specific gravity of Halogenated Organic Solvents and their mixtures.
   d. American Water Works Association Standard B300-92 and B302a-99 Hypochlorites.
   e. Federal Regulations - 40-CFR-162 - Regulations for the enforcement of the Federal, Insecticide, Fungicide, and Rodenticide Act.
   f. 49-CFR-Subchapter C - Hazardous Material Regulations.

3. Material - Sodium Hypochlorite solution shall be visibly clear and free from foreign matter and shall conform to Table below.

4. Ohio E.P.A. Registration and Labeling - Sodium Hypochlorite solution shall be registered with the Ohio E.P.A. as per rule 3745-83-03 of the Ohio Administrative Code, and labeled in accordance with the applicable section of 40-CFR-162.

SPECIFICATIONS (Cont'd)

5. Chemical and Physical Requirements of NaOCl solution

Property	Requirements	
	Min.	Max.
Specific Gravity 25/25 C	1.196	1.243
Free Alkali, as NaOH, Weight %	.5	1.0
Available Chlorine, as NaOC1, weight %	12.5	15.6

6. Packaging: 15 gal. drums

Q. Calcium Hypochlorite (Granular) – (Item 17)

1. Applicable Documents: - The following documents shall apply and any latest revision thereof.

   a. Federal Specification O-C-114B, "Calcium Hypochlorite, Technical".
   b. American Water Works Association, Standard B-300-92 and B302a-99 for Hypochlorites.
   c. Federal Regulations - 7-CFR-362; 40-CFR-162, Rules and enforcement of Federal Insecticide, Fungicide, and Rodenticide Act. 49-CFR-Subchapter C - Hazardous Material Regulations.
   d. ASTM 2022 - For sampling and available chlorine test.

2. Material - Granular Calcium Hypochlorite shall be substantially free from lumps and shall not contain any dirt. The product shall be free flowing powder and not more than 10% of the powder shall pass a 100 mesh screen.

3. Chemical & Physical Properties

Property	Requirements	
	Min.	Max.
Type I - Ca (OC1)2 Granular:		
Available chlorine, percent by weight	65.0	70.00
Moisture, percent	---	10.00
Total oxides of heavy metals plus aluminum oxide, %	---	0.50
Iron, %	---	0.25
Particle Size, #14 sieve, percent passing	75.0	---
#100 sieve, percent passing	---	10.00
Bulk Density, lb./cu. ft.	32.0	50.00

4. Ohio E.P.A. Registration - The product shall be registered by the Ohio E.P.A., as per rule 3745-83-03 of the Ohio Administrative Code, and shall comply to all the rules and regulations stipulated therein.

5. Shipping Requirements: - Calcium Hypochlorite will be packaged 100 lb. container or any other safe, industry standard container, approved by Dept. of Transportation.

6. Marking: - Labeling requirements of E.P.A. and/or DOT shall be fulfilled by the contractor.

7. Packaging: 100 lb. drums

R. Ferric Chloride (Liquid) – (Item 18)

1. Applicable Document: The following document shall apply and latest revision thereof: American Water Works Association B407-98, Liquid Ferric Chloride

SPECIFICATIONS (Cont'd)

2. Requirements:

Composition	Requirements
Ferric Chloride (FeCL3)	37% min.
Ferrous Chloride (FeCL2)	0.5% max.
Free Acid as HCl	0.9% max.
Insolubles (Anhydrous base)	0.2% max.

3. Ohio E.P.A. Registration - The product shall be registered by the Ohio E.P.A., as per Rule 3745-83-03 of the Ohio Administrative Code and shall comply to all the rules and regulations stipulated therein.

4. Packaging: - Liquid ferric chloride shall be packaged in 55 gallon drum with a minimum weight of 580 pounds.

S. Rotary Hydrated Lime – (Item 19)

1. Applicable Document: American Water Works Association Specification B202-93 and latest amendments thereof.

2. Requirements: Finely divided powder shall be free flowing. Hydrated lime shall not contain any impurities or heavy metals in quantities capable of producing deleterious or injurious effects upon the health of those consuming water that has been treated with this product. The product must be free of objectionable materials such as sand, pebbles, and core. Shall conform to the following:

Property	Requirements
Available Calcium Oxide Ca0, wt. percent	73.0 min.
Available Calcium Hydroxide Ca(OH)2, wt. percent	96.5 min.
Magnesium Oxide MgO, wt. percent	0.4 max.
Silica, iron oxide, sulfur, wt. percent (total)	0.5 max.
Free H2O	0.7 max.
Calcium Carbonate CaCO3, wt. percent	1.0 max.
Ph	12.4
Mean Particle Size	2.0 Micron
Passing through 100 mesh, percent	100% min.
Passing through 325 mesh, percent	94% min.

3. Packaging 50 lb. bags or bulk

T. Quick Lime – (Item 20)

1. Applicable Documents: American Water Work Association Standard #B202-93 and any latest revision thereof. ASTM Specification C-53-77.

2. Requirements: Calcinated lime stone, shell or equivalent. Shall be in pebble form of approximately 1/2" size (Range 0.75" – 0.188"). Using agency may require on its purchase order that bulk shipments shall be accompanied by weight certificates of certified weighers or the weight may be checked by the purchaser at delivery. Quick lime shall conform to the following:

Property	Requirements
Available lime as CaO	93% - 97%
Calcium Carbonate CaCO3, wt. percent	4.0 max.
Sulfur, wt. percent	0.05 max.
Silica, SiO2, wt. percent	1.10 max.
Iron Oxide, Fe2O3, wt. percent	0.12 max.
Magnesium Oxide MgO, wt. percent	1.50 max.
LOI, Loss on Ignition	1.50 max.
Bulk Density	54-60 lb./cu. ft.
Reactivity	40°C temp. raise in 3 minutes and complete reaction in 10 minutes.

SPECIFICATIONS (Cont'd)

3. The quicklime shall be of the quality known as "quick slaking" and shall readily disintegrate into a suspension of fine powder.

4. Workmanship: AWWA Standard - the quicklime supplied under this standard shall contain no mineral or organic substances in quantities capable of producing deleterious, or injurious affects upon the health of those consuming water that has been treated with this product.

5. Approx. Minimum Order: 23 Tons

U. Cyclohexylamine Diethylaminoethanol Morpholine Neutralizing Amine – (Item 21)

1. Applicable Documents: FDA Regulation 121.1088

2. Intended use: This amine solution will be used to neutralize the carbonic acid from boilers with long or short circuit steam lines. This steam may come in contact with food.

3. Requirements:

   a. Free flowing solution shall contain minimum of 20% by weight diethylaminoethanol and a minimum of 20% cyclohexylamine and 10% morpholine in water with stabilizing agents, if any.

   b. Product shall be readily miscible in water and shall have light amber color.

   c. Odor – Mild ammoniamal.

   d. Bidder shall submit with the bid an affidavit stating the weight percent of diethylaminoethanol, cyclohexylamine and morpholine in the solution and total weight of liquid in drums.

   e. Specific gravity of undiluted solution shall be 0.971.

   f. Freezing point shall be less than 5 degrees F.

   g. Ph of this solution shall be 12.79 $\pm$ 0.1 standard unit.

   h. MSDS shall be for this product and not for the raw product.

4. Packaging - Packaged in nominal 30 gallon drums, liquid content shall be 30 gallon + pint. Fiber drums or drums with removable lids are not acceptable.

ITEMS 22, 23 and 24 - PREPAID F.O.B. - CENTRAL WAREHOUSE, 3201 ALBERTA ST., COLUMBUS, OH 43204

V. Boiler Water Sludge Conditioner – (Item 22)

1. Applicable Document: FDA Regulation 121.1088

2. Requirements:

   a. Free flowing, liquid shall consist of these ingredients:

Sodium Polymethacrylate (molecular weight 4500-5500)	40 %
Inert	60 %

   b. The product shall be Rohm & Haas Tamol 960 or equal.

   c. The specific gravity in gm/cc @ 60°C shall be 1.282 +/- .010

SPECIFICATIONS (Cont'd)

d. If the weight percent of any component is higher than specified, provided it does not affect the consistency of the product, please state the actual percentage. The award will be based on the cost per pound of the active ingredient.

2. Packaging: Packaged in nominal 30 gallon drums, liquid content shall be 30 gallon + 1 pint if not shipped by weight. Fiber drums and drums with removable lids are not acceptable.

3. Minimum Shipment: 50 drums per order

W. Neutralizing Amine – (Item 23)

1. Applicable Document: FDA Regulation 121.1088

2. Intended use: This amine solution will be used to neutralize the carbonic acid from boilers with long or short circuit steam lines. This steam may come in contact with food.

3. Requirements:

a. Free-flowing solution shall contain minimum of 40% by weight diethylaminoethanol in demineralized water with stabilizing agents, if any.

b. Product shall be readily miscible in water and shall have light amber color.

c. Odor - mild ammoniacal

d. Bidder shall submit with the bid an affidavit stating the weight percent of diethylaminoethanol in the solution and total weight and specific gravity of liquid in drums.

e. Freezing point shall be less than 5 degrees F.

f. MSDS shall be for this product and not for the raw product.

g. Product must be formulated so as not to be DOT regulated and not bear corrosive hazard warnings.

4. Packaging: Packaged in nominal 30 gallon drums, liquid content shall be 30 gallon + 1 pint, if not shipped by weight. Fiber drums or drums with removable lids are not acceptable.

5. Minimum Shipment: 50 drums per order

X. Catalyzed Sodium Sulfite (Na2So3) – (Item 24)

1. Applicable Documents: Federal Specifications O-S-00650 and latest amendments thereof.

2. Requirements:

a. Catalyzed sodium sulfite shall be a free flowing powder which is to be used as an oxygen scavenger in boiler water treatment where the steam may come in contact with food.

b. Sodium sulfite supplied under this contract shall contain no mineral or organic substances in quantities capable of producing deleterious effects on its performance.

Property	Requirements
Sodium Sulfite, wt. percent	95 min.
Sodium Sulfate, wt. percent	4 max.
Sodium Carbonate, wt. percent	2 max.
Cobalt Sulfate Manohydrate, wt. percent	0.4 min.
Heavy Metals	less than 10 ppm
Sodium Chloride, wt. percent	1.0 max.

SPECIFICATIONS (Cont'd)

3. Packaging - 50 lb. bags

4. Minimum Shipment: 100 bags per order

Y. Sulfur Dioxide – (Item 25)

1. Use: - This specification covers liquefied sulfur dioxide for use as a declorination agent in the treatment of waste water sanitation.

2. Composition - Liquefied sulfur dioxide shall be 99.9% pure by volume and in liquid state containing no more than 100 ppm water. The liquefied sulfur dioxide shall be as free as possible from film forming impurities and shall not contain excessive concentrations of any impurities that may cause operating difficulties as dangerous conditions.

3. Containers - Sulfur dioxide cylinders shall be seamless with a capacity of 150 lb. and shall be approved by the Federal Dept. of Transportation. All cylinders, including valves, shall be inspected and purged of all dirt, and/or other foreign materials prior to refilling. Defective cylinders shall not be used for refilling and all cylinders shall have steel valve protection hoods. All cylinders shall be stamped with the appropriate identification information, hydrostatic test dates, and proper warning labels as required by the Federal Dept. of Transportation and the Bureau of Explosives.

4. Container Maintenance - The contractor shall be responsible for the proper maintenance of sulfur dioxide cylinders in compliance with 49 Code of Federal Regulation 170. Defective cylinders, including valves, shall immediately be repaired and/or replaced as requested by the ordering agency.

5. Capacity - Containers shall be filled to rated capacity. The weight of sulfur dioxide supplied in each container shall be the difference between the filled weight and the unfilled tare weight of the container.

6. Packaging & Packing - The sulfur dioxide shall be packaged and transported to the destination in accordance with Federal Dept. of Transportation regulations with Proper Shipping Name (PSN) and DOT Classification Sulfur Dioxide, Liquefied, Class 2.3, UN 1079, Poison – Inhalation Hazard Zone C.

Z. Chlorine Gas – (Item 26)

1. Use: - This specification covers dry chlorine in liquid state for use in the treatment of water and waste sanitation.

2. Composition - Dry chlorine shall be 99.5% pure by volume and in liquid state containing no more than 150 ppm water. The liquid chlorine shall be as free as possible from film forming impurities and shall not contain excessive concentrations of any impurities that may cause operating difficulties as dangerous conditions.

3. Containers - Chlorine cylinders shall be seamless with a capacity of 150 lb. and shall be approved by the Federal Dept. of Transportation. All cylinders, including valves, shall be inspected and purged of all dirt, and/or other foreign materials prior to refilling. Defective cylinders shall not be used for refilling and all cylinders shall have steel valve protection hoods. All cylinders shall be stamped with the appropriate identification information, hydrostatic test dates, and proper warning labels as required by the Federal Dept. of Transportation and the Bureau of Explosives.

4. Container Maintenance - The contractor shall be responsible for the proper maintenance of chlorine cylinders in compliance with 49 Code of Federal Regulation 170. Defective cylinders, including valves, shall immediately be repaired and/or replaced as requested by the ordering agency.

5. Capacity - Containers shall be filled to rated capacity. The weight of chlorine supplied in each container shall be the difference between the filled weight and the unfilled tare weight of the container.

6. Packaging & Packing - The chlorine shall be packaged and transported to the destination in accordance with Federal Dept. of Transportation regulations with Proper Shipping Name (PSN) and DOT Classification Chlorine, Class 2.3, UN 1017, Poison – Inhalation Hazard Zone B.

IV. PACKAGING AND DELIVERY REQUIREMENTS

A. Unless otherwise specified, all chemicals shall be packed in containers (drums, bags, etc.) to assure carrier acceptance and safe arrival at destination, at the lowest transportation rate, for such supplies. Containers shall be in compliance with Uniform Freight Classification or National Motor Freight Classification and/or Department of Transportation, as applicable.

B. Packaging and shipping of all Hypochlorites, Sulfur Dioxide and Liquid Chlorine, shall be in approved containers as outlined in the American Water Works Association (AWWA) standards and in accordance with Department of Transportation regulations.

C. Drums: Unless otherwise specified, all drums shall be lever-pak or lock-rim type (both those types must have lid liners). Drums shall be leak-free, in good condition, clean and rust resistant to avoid having the contents contaminated.

D. Bags: Shall be multiwall bags in good condition as standard to the industry.

E. Pallets: All bags shall be shipped on 48" x 40" four-way pallets meeting GMA standards. Bidder shall indicate cost of pallets where applicable.

F. Packaging and shipping: Water treatment chemicals for cooling towers, SC Inhibitor (Item 10) and Biocide A (Item 11) shall be packaged in fifteen (15), thirty (30) and fifty-five (55) gallon non-returnable drums. Biocide B (liquid) (Item 12) shall be packaged in thirty (30) and fifty-five (55) gallon non-returnable drums. Biocide B (pellets) (Item 13) shall be packaged in fifty (50) pound containers to assure carrier acceptance and safe arrival at destination. Containers shall be in compliance with the Uniform Freight Classification or National Motor Freight Classification and/or Department of Transportation regulations, as applicable. Fiber drums are not acceptable for liquid products.

V. MARKING AND LABELING

A. In addition to any special marking required by the contract or purchase order, shipping containers shall be marked to show product name, date of filling, batch number, and net contents in accordance with governing laws and/or shipping regulations. Directions for use and recommended amounts for use shall also be marked on the label. Drum type containers that may be stored both horizontally or vertically shall be labeled (if possible) on the top and on the side for accessibility.

B. When requested, bidders shall submit samples and/or copies of shipping labels to be used. Labels should include product contents, directions for use manufacturer's name, and all appropriate warning and safety information.

C. Product Label(s): All labels shall be in compliance with the Federal Government Hazardous Substances Labeling Act and all applicable OSHA requirements. Printed label(s) on the product(s) should show the type of product, the directions for use, the recommended usage, and the precaution statement(s). 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.

D. Material Safety Data Sheet(s): Material Safety Data Sheet(s) shall be sent by the contractor with all initial shipments to various destinations as ordered pursuant to contract award.

E. Technical Assistance: Contractor shall provide, at no additional cost to using facilities, consultation and technical assistance on hazardous products by self help media in the form of audio, video or printed literature or site training if requested by using facilities.

VI. WORKMANSHIP

A. All liquid chemicals specified herein shall be blended properly and shall not indicate precipitation. Composition, specified by the vendor, shall be maintained throughout the life of this contract. Products not meeting the workmanship requirements shall be returned to the contractor at his own expense.

PRICE SCHEDULE

ITEM NO.	ITEM ID NO.	DESCRIPTION	CONTAINER CAPACITY	MANUFACTURER & BRAND NAME & CONCENTRATION RANGE PER 100# LAUNDRY (WHERE APPLICABLE)	UNIT PRICE - FOB DEST. FREIGHT PREPAID	CONTRACTOR
1	0038	Hydrofluosilicic Acid	55 Gal. Drum	ECOLAB #16158 ECO-STAR SOUR	$ 6.10 per Gal.	ECOLAB, INC.
2	9919	Potassium Permanganate	55 Lb. Drum		$ per Lb.	NO AWARD *
3	9940	Sodium Hydroxide Solution, Minimum Shipment 45,000 LBS.	Bulk		$ per Lb.	NO AWARD *
4	7813	Laundry Sour With Nile Blue Color	50 Lb. Drum	ECOLAB #71183 __0.5__ oz. to oz.__1__	$ 1.20 per Lb.	ECOLAB, INC.
5	2683	Fabric Softener	100 Lb. Drum	ECOLAB #70086 __0.5__ oz. to oz.__1__	$ 1.15 per Lb.	ECOLAB, INC.
6	7604	Fabric Softener With Bacteriostat	100 Lb. Drum	ECOLAB #70060 TEX FLUFF WITH BACSTAT400 __1__ oz. to oz.__1__	$ 1.50 per Lb.	ECOLAB, INC.
7	5414	Sodium Hexametaphosphate	50 Lb. Bag		$ per Lb.	NO AWARD *
8	180-90-16-140-9	Aluminum Sulfate (Ground)	50 Lb. Bag		$ per Lb.	NO AWARD
9	885-32-15-300-9	Aluminum Sulfate (Liquid)	55 Gal. Drum		$ per Gal.	NO AWARD

* To advise product has not been renewed in this contract. Using agency shall procure using its Direct Procurement Authority pursuant to Ohio Revised Code Section 125.05 .

ITEM NO.	ITEM ID NO.	DESCRIPTION	CONTAINER CAPACITY	MANUFACTURER & BRAND NAME	SHIPMENTS OF	UNIT PRICE - FOB DEST. FREIGHT PREPAID	CONTRACTOR
10	9917 5174 9918	Scale and Corrosion Inhibitor	15 Gal. Drum 30 Gal. Drum 55 Gal. Drum	AQUA COOL CT-4301	15 Gals 30 Gals 55 Gals	$ 10.61 per Gal. * $ 10.14 per Gal. * $ 9.03 per Gal. *	ONE AQUASOURCE, INC.
11	9914 5171 9915	Biocide A	15 Gal. Drum 30 Gal. Drum 55 Gal. Drum	QUES 2106	15 Gals 30 Gals 55 Gals	$ 12.94 per Gal. $ 12.15 per Gal. $ 10.64 per Gal.	QUES INDUSTRIES, INC.
12	5172 9916	Biocide B (Liquid)	30 Gal. Drum 55 Gal. Drum	QUES 2108	30 Gals 55 Gals	$ 19.17 per Gal. $ 17.67 per Gal.	QUES INDUSTRIES, INC.
13	5173	Biocide B (Pellets)	50 Lb. Cont.	QUESBROM PLUS	50 Lbs.	$ 3.42 per Lb.	QUES INDUSTRIES, INC.
14	5176 9920 5177	Closed Recirculating System Treatment (Dry)	25 Lb. Drum 50 Lb. Drum 100 Lb. Drum	QUES CRST DRY	25 Lbs. 50 Lbs. 100 Lbs.	$ 1.22 per Lb. $ 1.02 per Lb. $ 0.92 per Lb.	QUES INDUSTRIES, INC.
15	9938	Closed Recirculating System Treatment (Liquid)	30 Gal. Drum	QUES CRST LIQUID	30 Gals	$ 3.53 per Gal.	QUES INDUSTRIES, INC.
16	505-25-74-325-3	Sodium Hypochlorite (Solution) Minimum Shipment _____	15 Gal. Drum		15 Gals	$ per Gal.	NO AWARD

* To advise of price increase effective for all orders placed on or after 10/09/08.

ITEM NO.	ITEM ID NO.	DESCRIPTION	CONTAINER CAPACITY	MANUFACTURER & BRAND NAME	SHIPMENTS OF	UNIT PRICE - FOB DEST. FREIGHT PREPAID	CONTRACTOR
17	885-51-10-200-2	Calcium Hypochlorite (Granular) Minimum Shipment _____	100 Lb. Drum		100 Lbs.	$ per Lb.	NO AWARD
18	9939	Ferric Chloride Minimum Shipment ___40 DRUMS____	55 Gal. Drum	PVS CHEMICAL QUES	55 Gals	$ 0.20 per Liq. Lb.	QUES INDUSTRIES, INC.
19	750-95-12-410-5 750-95-12-415-4	Rotary Hydrated Lime Minimum Shipment _____	50 Lb. Bag Bulk		50 Lbs. Bulk	$_____per Lb. $ per Ton	NO AWARD
20	885-78-51-150-8	Quick Lime Minimum Shipment _____	Bulk		Bulk	$ per Ton	NO AWARD
21	0040	Cyclohexylamine, Diethylaminoethanol Morpholine Neutralizing Amine	30 Gal. Drum	QUES OHIO TRIAMINE	30 Gal. Drum	$ 8.875 per Gal.	QUES INDUSTRIES, INC.
22	5175	Boiler Water Sludge Conditioner Net Weight per drum:__286 lbs.___	30 Gal. Drum	AQUA THERM BT-1380	50 Drums Minimum	* $ 2.05 per Lb.	ONE AQUASOURCE, INC.
23	5347	Neutralizing Amine	30 Gal. Drum	QUES 40% DEAE	50 Drums Minimum	$ 7.00 per Gal.	QUES INDUSTRIES, INC.
24	5178	Catalyzed Sodium Sulfite	50 Lb. Bag	QUES 1202 C	100 Bags Minimum	$ 0.58 per Lb.	QUES INDUSTRIES, INC.

* To advise of price increase effective for all orders placed on or after 10/09/08.

ITEM NO.	* ITEM ID NO.	DESCRIPTION	CONTAINER CAPACITY	MANUFACTURER & BRAND NAME	CYLINDER DEPOSIT IF APPLICABLE	UNIT PRICE - FOB DEST. FREIGHT PREPAID	CONTRACTOR
25	885-47-80-300-2	Sulfur Dioxide	150# Cylinder		$ Ea.	$ per Cyl.	NO AWARD
26	885-38-30-160-2	Chlorine Gas	150# Cylinder		$ Ea.	$ per Cyl.	* SEE PART B

* To advise of change of award status.

CONTRACTORS INDEX

CONTRACTOR AND TERMS:

** 94783
CalciQuest, Inc.

CONTRACTOR'S CONTACT:

ITEM ID NO.:

BID CONTRACT NO.: RS903205-4 (05/31/08)

DELIVERY: Within 21 Days A.R.O.

TERMS:

Toll Free:
Telephone:
FAX:

E-mail:

CONTRACTOR AND TERMS:

99448
Ecolab, Inc.
370 Wabasha St.
St. Paul, MN 55102

REMITTANCE ADDRESS:
Ecolab, Inc.
P.O. Box 905327
Charlotte, NC 28290

CONTRACTOR'S CONTACT: Thomas Ohs,

CONTRACTOR'S IT/MIS CONTACT: Thomas Ohs,

BID CONTRACT NO.: RS903205-5 (05/31/10) *

DELIVERY: Within 21 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 352-5326 Ext. 4310
Telephone: (651) 293-4310
FAX: (651) 293-2682

E-mail: bid.sales@ecolab.com

Telephone: (651) 293-4310

ITEM ID NO.: 4756 - Freight charges on orders totaling less than $150.00.

CONTRACTOR AND TERMS:

** 85601
Old World Industries, Inc.

CONTRACTOR'S CONTACT:

ITEM ID NO.:

BID CONTRACT NO.: RS903205-3 (05/31/08)

DELIVERY:

TERMS:

Toll Free:
Telephone:
FAX:
E-mail:

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* To advise of change of the end date of the contract.

** To advise of change in contractor index. Contractor's products have not been renewed in this contract.

CONTRACTORS INDEX

CONTRACTOR AND TERMS:

57773
One AquaSource, Inc.
P.O. Box 207
Waterville, OH 43566

BID CONTRACT NO.: RS903205-1 (05/31/10) *

DELIVERY: Within 21 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Joseph C. Miller,

Toll Free: (888) 777-9555
Telephone: (888) 777-9555
FAX: (888) 777-9550

E-mail: sales@one-aquasource.com

CONTRACTOR'S IT/MIS CONTACT: Bill Davis,

Telephone: (888) 777-9555

ITEM ID NO.: 12933 - Freight charges on orders totaling less than $150.00.

CONTRACTOR AND TERMS:

60295
Ques Industries, Inc.
5420 West 140th Street
Cleveland, OH 44142

BID CONTRACT NO.: RS903205-2 (05/31/10) *

DELIVERY: Within 21 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Quent Meng,

Toll Free: (800) 340-8989
Telephone: (216) 267-8989
FAX: (216) 267-8998

E-mail: ques@quesinc.com

CONTRACTOR'S IT/MIS CONTACT: Hala Soliman,

Telephone: (216) 267-8989

ITEM ID NO.: 4473 - Freight charges on orders totaling less than $150.00.

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* To advise of change of the end date of the contract.

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PART B

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

PRIMARY CONTRACT No.: RS903205

CHEMICALS

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. RS907507 that opened on 03/12/07. 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 02/15/08 and will expire on 05/31/08 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 all state agencies, institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, when 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 website at the following address:

http://www.ohio.gov/procure

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date

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PART B

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS903205 effective (05/08/07).

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.

NOTICE: The Instructions, Terms and Conditions for Bidding and the Standard Contract Terms and can be downloaded from our web site by clicking the link found on page 1 of this document or by using the following URL: http://procure.ohio.gov/pdf/iandt9.pdf

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, there will be one (1) award per line item. Although there will be separate line item awards made, bidders are eligible to receive awards of multiple line items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the line items.

DOCUMENTATION: The following documentation is requested to be submitted with your bid. If not, the bidder must provide the said documentation within seven (7) business days, after notification, to the Office of State Purchasing. Failure to provide the documentation, as applicable, within the stated time period may result in the bidder being deemed as not-responsive for applicable item(s).

A. Technical Data Sheet(s): Bidder shall provide, 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. Not applicable to this bid.

C. 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).

D. 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).

E. Letter: Bidder should submit a letter, signed by a duly authorized officer, attesting that the bidder has sufficient inventory capacity to meet the delivery requirements of the bid and that all products offered in the bid response meet or exceed bid specifications. Failure to submit letter may deem your bid not-responsive.

AFFIDAVIT OF COMPLIANCE OR CERTIFIED ANALYSES: As part of the evaluation the state may require (1) an affidavit from the manufacturer or supplier that the product furnished under these specifications complies with all applicable requirements of ANSI/AWWA standards; (2) certified analyses of the product furnished by the manufacturer or supplier, covering such items as required; or (3) both. Cost, if any, for such affidavit or analyses shall be the responsibility of the manufacturer or contractor.

PART B

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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. All samples shall be in actual commercial container with proper label. If the state requires dilution testing and/or laboratory analysis of product, bidder shall bear the cost of same. 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.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

PART B

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to the Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause below. Shipment shall be made to any state agency, state vocational school, state university, state community college or any properly registered cooperative purchasing participants located within the state of Ohio.

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 one hundred fifty ($150.00) dollars.

ON ORDERS TOTALING LESS THAN ONE HUNDRED FIFTY ($150.00) 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: Supplies will be delivered to the participating agency within twenty-one (21) days after receipt of order, for store door delivery, 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.

PART B

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 (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.

MATERIAL SAFETY DATA SHEET: The contractor shall provide, with all initial shipments, Material Safety Data Sheet (MSDS). The MSDS shall verify the contractor's compliance with OSHA's Hazard Communications Standard 29 CFR 1910.1200.

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 (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".

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.

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: Terry Spiropoulos.

PART B

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

This bid and any resulting contract is issued to obtain sulfur dioxide and chlorine gas for treatment of water and water sanitation for various state agencies and members of the Cooperative Purchasing Program.

B. Classification

These specifications include, but are not limited to, chemical products for:

1. Water treatment systems

II. APPLICABLE PUBLICATIONS

Where applicable, unless otherwise stated in these specifications, the following standards form a part or these specifications.

A. Federal Specification BB-C-1206, Liquid Chlorine.
B. ASTM E-412 - Assay of Liquid Chlorine, Zinc Amalgram Method.
C. DOT - 49-CFR-171-190, and 40-CFR
D. Military Specifications - MIL-V-2; Value, Cylinder.
E. American Water Works Association, Standard B301-92 for Liquid Cl2.
F. American Water Works Association, Standard B512-91 for Sulfur Dioxide

III. REQUIREMENTS – (Item A through X are being bid under Bid No. RS903205)

Y. Sulfur Dioxide – (Item 25)

1. Use: - This specification covers liquefied sulfur dioxide for use as a declorination agent in the treatment of waste water sanitation.

2. Composition - Liquefied sulfur dioxide shall be 99.9% pure by volume and in liquid state containing no more than 100 ppm water. The liquefied sulfur dioxide shall be as free as possible from film forming impurities and shall not contain excessive concentrations of any impurities that may cause operating difficulties as dangerous conditions.

3. Containers - Sulfur dioxide cylinders shall be seamless with a capacity of 150 lb. and shall be approved by the Federal Dept. of Transportation. All cylinders, including valves, shall be inspected and purged of all dirt, and/or other foreign materials prior to refilling. Defective cylinders shall not be used for refilling and all cylinders shall have steel valve protection hoods. All cylinders shall be stamped with the appropriate identification information, hydrostatic test dates, and proper warning labels as required by the Federal Dept. of Transportation and the Bureau of Explosives.

5. Container Maintenance - The contractor shall be responsible for the proper maintenance of sulfur dioxide cylinders in compliance with 49 Code of Federal Regulation 170. Defective cylinders, including valves, shall immediately be repaired and/or replaced as requested by the ordering agency.

5. Capacity - Containers shall be filled to rated capacity. The weight of sulfur dioxide supplied in each container shall be the difference between the filled weight and the unfilled tare weight of the container.

PART B

SPECIFICATIONS (Cont'd)

6. Packaging & Packing - The sulfur dioxide shall be packaged and transported to the destination in accordance with Federal Dept. of Transportation regulations with Proper Shipping Name (PSN) and DOT Classification Sulfur Dioxide, Liquefied, Class 2.3, UN 1079, Poison – Inhalation Hazard Zone C.

Z. Chlorine Gas – (Item 26)

1. Use: - This specification covers dry chlorine in liquid state for use in the treatment of water and waste sanitation.

2. Composition - Dry chlorine shall be 99.5% pure by volume and in liquid state containing no more than 150 ppm water. The liquid chlorine shall be as free as possible from film forming impurities and shall not contain excessive concentrations of any impurities that may cause operating difficulties as dangerous conditions.

3. Containers - Chlorine cylinders shall be seamless with a capacity of 150 lb. and shall be approved by the Federal Dept. of Transportation. All cylinders, including valves, shall be inspected and purged of all dirt, and/or other foreign materials prior to refilling. Defective cylinders shall not be used for refilling and all cylinders shall have steel valve protection hoods. All cylinders shall be stamped with the appropriate identification information, hydrostatic test dates, and proper warning labels as required by the Federal Dept. of Transportation and the Bureau of Explosives.

4. Container Maintenance - The contractor shall be responsible for the proper maintenance of chlorine cylinders in compliance with 49 Code of Federal Regulation 170. Defective cylinders, including valves, shall immediately be repaired and/or replaced as requested by the ordering agency.

5. Capacity - Containers shall be filled to rated capacity. The weight of chlorine supplied in each container shall be the difference between the filled weight and the unfilled tare weight of the container.

6. Packaging & Packing - The chlorine shall be packaged and transported to the destination in accordance with Federal Dept. of Transportation regulations with Proper Shipping Name (PSN) and DOT Classification Chlorine, Class 2.3, UN 1017, Poison – Inhalation Hazard Zone B.

IV. PACKAGING AND DELIVERY REQUIREMENTS

A. Unless otherwise specified, all chemicals shall be packed in containers (drums, bags, etc.) to assure carrier acceptance and safe arrival at destination, at the lowest transportation rate, for such supplies. Containers shall be in compliance with Uniform Freight Classification or National Motor Freight Classification and/or Department of Transportation, as applicable.

B. Packaging and shipping of all Hypochlorites, Sulfur Dioxide and Liquid Chlorine shall be in approved containers as outlined in the American Water Works Association (AWWA) standards and in accordance with Department of Transportation regulations.

IV. MARKING AND LABELING

A. In addition to any special marking required by the contract or purchase order, shipping containers shall be marked to show product name, date of filling, batch number, and net contents in accordance with governing laws and/or shipping regulations. Directions for use and recommended amounts for use shall also be marked on the label. Drum type containers that may be stored both horizontally and vertically shall be labeled (if possible) on the top and on the side for accessibility.

B. When requested, bidders shall submit samples and/or copies of shipping labels to be used. Labels should include product contents, directions for use manufacturer's name, and all appropriate warning and safety information.

PART B

SPECIFICATIONS (Cont'd)

C. Product Label(s): All labels shall be in compliance with the Federal Government Hazardous Substances Labeling Act and all applicable OSHA requirements. Printed label(s) on the product(s) should show the type of product, the directions for use, the recommended usage, and the precaution statement(s). 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.

D. Material Safety Data Sheet(s): Material Safety Data Sheet(s) shall be sent by the contractor with all initial shipments to various destinations as ordered pursuant to contract award.

E. Technical Assistance: Contractor shall provide, at no additional cost to using facilities, consultation and technical assistance on hazardous products by self help media in the form of audio, video or printed literature or site training if requested by using facilities.

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. (This number may be increased as necessary.)

☐ 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.

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.

E.D.G.E Certification: The Office of Procurement Services has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp to verify E.D.G.E. Certification status of the Contractor.

PART B

ITEM NO.	ITEM ID NO.	DESCRIPTION	CONTAINER CAPACITY	MANUFACTURER & BRAND NAME	CYLINDER DEPOSIT IF APPLICABLE	UNIT PRICE - FOB DEST. FREIGHT PREPAID	CONTRACTOR
26	12936	Chlorine Gas	150# Cylinder	PPG / CHLORINE	$ 100.00 Ea.	$ 88.25 per Cyl.	** AMERICAN MERCHANDISING SERVICES

** Minority Business Enterprise awarded in accordance with Ohio Revised Code Ch. 125.081

PART B

CONTRACTORS INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS903205-7 (05/31/10) *

Minority Business Enterprise

Encouraging Diversity, Growth & Equity (EDGE)

148028
American Merchandising Services
P.O. Box 12408
Cleveland, OH 44112

DELIVERY: Within 21 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Michael King

Telephone: (216) 249-2626
FAX: (216) 249-2726
E-mail: ams12408@aol.com

ITEM ID NO.: 12935 - Freight charges on orders totaling less than $150.00.

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* To advise of change of the end date of the contract.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
10	06/01/09	To advise of Contract renewal from 06/01/09 through 05/31/10 by mutual agreement.
9	10/09/08	To advise of price increase effective for items effective October 9, 2008 and of grammatical changes as indicated herein.
8	08/08/08	To advise of price increase for an item effective August 8, 2008 and of grammatical changes as indicated herein.
7	06/01/08	Contract renewal from 06/01/08 through 05/31/09 by mutual agreement, with the exception of two contractors.
6	02/15/08	Add supplemental Bid No. RS907507 and advise of grammatical changes as indicated herein.
-	11/08/07	Advise of change from TIN numbers to Vendor ID numbers, NIGP Code numbers to Item ID numbers, addition of Summary of Amendments Page 34, and Grammatical changes as indicated herein.