

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

MANDATORY USE CONTRACT FOR: UPHOLSTERY AND PANEL FABRICS

CONTRACT No.: OT902016

EFFECTIVE DATES: 10/01/15 to 09/30/18

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902016 that opened on 08/28/15. 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](#) (Revised 10/2013), 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 The Ohio Department of Rehabilitation and Correction, Ohio Penal Industries, 1221 Mckinley Avenue Columbus, OH 43222, 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.

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

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

Signed: \_\_\_\_\_  
Robert Blair, Director Date

**TABLE OF CONTENTS**

<u>CLAUSES</u>	<u>PAGE NO.</u>
Amendments to Contract Terms and Conditions	3
Award	4
Contractors Index	11
Delivery and Acceptance	3
Evaluation	4
Fixed Price with Cost Adjustment	4
Marketing Cards and Binders	4
Minimum Order	3
Product Additions	4
Product Discontinuation or Recall	4
References to Alternate Terms or Special Charges	4
Specifications	6 - 8
Usage Reports	4
Contract Prices	9 - 10

**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.

**MULTIPLE AWARD CONTRACT:** This Invitation to Bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within twenty-one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. Delivery shall be made to the following locations: (OPI means Ohio Penal Industries)

OPI, Chillicothe Correctional Institution  
15802 St. Rt. 104, N.  
Chillicothe, OH 45601  
(740) 774-7080 x2440

OPI, Warren Correctional Institution  
5787 State Route 63  
Lebanon, OH 45036  
(513) 932-3388 x2107

OPI, Madison Correctional Institution  
1851 St. Rt. 56  
London, OH 43140-0740  
(740) 852-9777 x2420

OPI, Marion Correctional Institution  
940 Marion-Williamsport Road, East  
Marion, OH 43302  
(740) 383-1823

Ohio Penal Industries (OPI) Central Office  
1221 McKinley Avenue  
Columbus, OH 43222  
(614) 752-0287

OPI c/o Tayco Panelink, Ltd.  
400 Norris Glenn Road  
Toronto, ON M9C 1H5  
(416) 252-8000

During the term of the contract OPI may add additional locations to the above with reasonable notice to Contractor(s)

**TRANSPORTATION CHARGES FOR SHIPMENTS TO TAYCO PANELINK, LTC LOCATED IN TORONTO, ONTARIO**

**CANADA:** Ohio Penal Industries (OPI) may purchase items covered by this Bid/Contract and require them to be shipped to: Tayco Panelink Ltd. At 400 Norris Glen Road, Toronto, ON M9C 1H5. In such cases shipment terms to Tayco Panelink, Ltd. will be FOB Destination, freight prepaid and added to the invoice. OPI will pay the contractor for the actual cost of shipping the purchased materials from the Contractor's ship location to Tayco Panelink, Ltd. For shipments as described above, the Contractor's invoice shall contain an additional line for the actual freight charges paid by the contractor and shall be supported by a copy of the actual freight invoice for the shipment from the Contractor's shipping location to Tayco Panelink, Ltd.

**MINIMUM ORDER:** 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 two hundred (\$200.00) dollars. Orders less than \$ 200.00 shall be subject to the provisions of paragraph S-10. Of the Supplemental Contract Terms and Conditions.

**AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE:** Bidders responding to this Bid must be authorized distributors, manufacturers or representatives of manufacturers of the items bid. Bidders may be required to submit proof of the above. If requested, bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, mill representative or broker of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer. Failure of the Bidder to furnish authorized distributor documentation as indicated above either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)**

**CONTRACT AWARD:** A contract will be awarded to up to two (2) responsible and responsive bidders per manufacturer per product classification. Where more than two bidders offer the same manufacturer the contract will be awarded to the two bidders offering the greatest discount per product classification.

**EVALUATION:** Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders".

**MARKETING CARDS AND BINDERS:** The awarded contractor(s) shall provide up to 100 one (1), two (2) or three (3) panel marketing cards and up to three (3) marketing card binders per contract year as requested by the Ohio Penal Industries Marketing Manager at no charge. Any marketing cards or binders ordered by Ohio Penal Industries in excess of the number above per contract year will be priced as indicated in the bid price sheet/Contract price pages.

**PRODUCT DISCONTINUATION OR RECALL:** The awarded contractor(s) shall forward any and all product discontinuation or recall notices, in writing to: the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries 1221 McKinley Avenue Columbus, OH 43222 Attn: Marketing Manager and to the Ohio Department of Administrative Services, State Purchasing 4200 Surface Road Columbus, OH 43228, Attn: Walt Schneider ([walter.schneider@das.ohio.gov](mailto:walter.schneider@das.ohio.gov)).

**PRODUCT ADDITIONS:** New fabric products or product additions of similar nature to those specified in this bid/contract which become available during the term of this contract may be added to the contract with mutual agreement of the contract parties; the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries (OPI) and the Ohio Department of Administrative Services, Office of Procurement Services (DAS OPS). New fabric products and/or product additions will be priced at the same discount relationship to the contractor's list price as similarly classified fabric products on contract. (See specifications on pages 6 through 8 for fabric classifications). New fabrics or new product offerings must be communicated to: the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries 1221 McKinley Avenue Columbus, OH 43222 Attn: Marketing Manager and to the Ohio Department of Administrative Services, State Purchasing 4200 Surface Road Columbus, OH 43228, Attn: Contract Administrator MAC002 / OT902016

**REFERENCES TO ALTERNATE TERMS OR SPECIAL CHARGES:** Any reference, which may appear on any catalog, price list or literature, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful bidder(s) and will be disregarded by the state of Ohio. Likewise there shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise in unit quantity(s) as indicated in the bid/bid response/contract.

**USAGE REPORTS:** Every six (6) months for the periods January through June and July through December the Contractor must submit a report in Excel format via email or on disk or other electronic media indicating sales generated by this contract for the period. The report shall list usage by customer, by line item, showing the quantities and dollars generated by this contract. The report shall be due within one (1) month after the end of each period and shall be forwarded to the DAS Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Walt Schneider ([walter.schneider@das.ohio.gov](mailto:walter.schneider@das.ohio.gov)).

**FIXED PRICE WITH COST ADJUSTMENT:** The Contractor's catalog and/or price list submitted with the bid and included as part of the contract award will remain in effect during the first twelve (12) months of the Contract. Thereafter there may be a new catalog and/or price list published. In this case it will be necessary for the Contractor to supply the DAS Office of Procurement Services with one (1) copy of each as applicable. DAS reserves the right to accept additional items which benefit the intent of this Contract and accept price adjustments which are justified by the cost of finished supplies offered due to increase in the costs of raw material, labor, freight, Workers Compensation, Unemployment Insurance and other relevant costs. The discount amounts offered and awarded on the original Contract will not change. Detailed documentation to support any requested price adjustment must be provided by the Contractor with their adjustment request. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after acceptance by the DAS Office of Procurement Services. Thereafter, the Ohio Department of Rehabilitation and Correction, Ohio Penal Industries may obtain the new catalog and/or price list from the Contractor.

**SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)**

**BID AUTOMOBILE LIABILITY CHECKLIST:** Contractor will indicate, by checking the appropriate box(es) below, which mode(s) of transportation will apply to this contract.

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

**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.

_____	_____
NONE	_____
_____	_____

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.

**DISCLOSURE OF FULFILLMENT HOUSES:**

Fulfillment Houses are defined as follows: A third party that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes: [\_\_\_] No: [X]

If you answered yes above, please complete the following information.

- a) Principal location of business for the contractor (Name/City/State/Country)

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SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

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c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

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d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes  No

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?  
Yes  No

f) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

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The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

**SPECIFICATIONS**

**I. SCOPE:**

The purpose of this solicitation is to establish a contract between the Ohio Department of Administrative Services (DAS) for use by the Department of Rehabilitation And Correction, Ohio Penal Industries (OPI) and awarded contractors for the purchase of various types of upholstery and panel fabrics as delineated below for use by Ohio Penal Industries in the manufacture, assembly and installation of contract furniture and office paneling systems throughout the state of Ohio.

**II. CLASSIFICATION OF MATERIAL**

The following are the Categories of contract grade upholstery and panel fabrics set forth in this Bid/Contract:

Classification	Description
A.	Vinyl Fabrics, Contract Grade
B.	Panel Fabrics, Contract Grade
C.	Upholstery Fabrics, Contract Grade

**SPECIFICATIONS (Continued)**

III. **GENERAL REQUIREMENTS**

- A. All materials supplied under this contract must be of contract grade or quality, stain resistant and mill inspected.
- B. All materials supplied under this contract must have a minimum, unconditional 2 year non pro-rated performance warranty against defects in material and/or workmanship. Contractors shall bear the full costs, including labor for replacement of any materials found to be defective.
- C. All upholstery fabrics supplied under this contract must have a minimum finished width of 54 inches.
- D. All panel fabrics supplied under this contract must have a minimum finished width of 66 inches.
- E. All materials supplied under this contract must be made available for purchase with a minimum purchase of one (1) yard subject to the provisions of the MINIMUM ORDER clause on page 4 of this Bid/Contract.
- F. All materials supplied under this contract must conform to the Association of Contract Textiles (ACT) voluntary Performance Guidelines for Flammability and Abrasion.
- G. All materials supplied under this contract must be available in a variety of colors and patterns. Colors and patterns available are to be listed in the contractors' sample books, swatch cards or memo samples.
- H. All materials supplied under this contract are to be packaged as standard to the Industry so as to protect the material from the adverse effects of humidity, light, contamination, and physical damage due to impact and crushing during shipment and storage. Packages are to be clearly marked to indicate contents.
- I. Minor deviations from specifications in a bidder's offered product(s) may be acceptable at the discretion of the Office of Procurement Services and the Ohio Department of Rehabilitation and Corrections Ohio Penal Industries, if the bidder can demonstrate his/her product(s) meets or exceeds the pertinent contents, flammability, and performance requirements.
- J. Successful contractors may be required to provide performance and flammability test results for each fabric item offered.

I. **PERFORMANCE STANDARDS – ABRASION (as applicable)**

A. Upholstery Fabrics, Contract Grade

All woven fabric materials offered and accepted under this contract shall meet or exceed 30,000 double rubs in accordance with ASTM –D-4157-02 (Wyzenbeek).

B. Polyvinyl Chloride and Polyurethane Coated Fabrics

All polyvinyl chloride and polyurethane coated fabric materials offered and accepted under this contract shall meet or exceed 100,000 double rubs in accordance with ASTM-D-4157-02 (Wyzenbeek).

C. Documentation supporting the above requirements shall be provided upon request by either Ohio Penal Industries or the Ohio Department of Administrative Services, Office of Procurement Services.

SPECIFICATIONS (Continued)

V. **FLAMMABILITY REQUIREMENTS:**

All fabric classifications above offered and accepted under this contract shall meet or exceed all applicable federal and state laws, rules, regulations or guidelines. All materials shall be inherently and intrinsically flame resistant and/or shall meet or exceed the following standards. Documentation supporting the following requirements shall be provided upon request by either Ohio Penal Industries or the Ohio Department of Administrative Services, Office of Procurement Services. In addition the following types of fabrics shall meet or exceed the standards indicated.

A. Polyvinyl Chloride Coated and Polyurethane Coated Fabrics

California Technical Bulletin 117-2013

NFPA 260A

MVSS 302

Business and Institutional Furniture Manufacturers Association Flammability Specification; BIFMA Class A  
California Technical Bulletin 133; May apply when combined with appropriate component materials.

Upholstered Furniture Action Council Flammability Specification: UFAC Class 1

B. Upholstery Fabrics (Woven)

California Technical Bulletin 117-2013.

NFPA 260A

Upholstered Furniture Action Council, Flammability Specification: UFAC Class I

C. Panel Fabrics

ASTM E84-03 (Unadhered Mounting Method) Class A or Class 1

Underwriters Laboratories (UL) Component Recognition Program for Office Systems Furniture

VI. **WEIGHT REQUIREMENTS (as applicable):**

A. Polyvinyl Chloride coated fabrics must weigh a minimum of twenty-six (26) ounces per linear yard.

B. Polyurethane coated fabrics must weigh a minimum or sixteen (16) ounces per linear yard.

**CONTRACT PRICES**

Supplier's Name: **C. F. STINSON, INC – OAKS SUPPLIER ID # 91030.**

Supplier's Address: **2849 Product Drive, Rochester Hills, MI 48309**

Manufacturer: **C. F. STINSON, INC.**

Name, Date and Location of Bidder's Wholesale Price or Wholesale Net Price Listing or Catalog upon which the discount provided below is based.

**C.F.STINSON, INC. – PERFORMANCE, VINYL, VERTICAL SURFACE – NET PRICE LISTS DATED JULY 1, 2015**

**Link to C. F. Stinson's Price List:** [CF Stinson Price List 07\\_01\\_2015](#)

Classification	Category Description	Percentage (%) Discount Off Wholesale or Wholesale Net Price Listing Provided
A	Vinyl Fabrics, Contract Grade	10%
B	Panel Fabrics, Contract Grade	10%
C	Upholstery Fabrics, Contract Grade	10%

Deduct The Percentage Discounts From C. F. Stinson's Price List Prices Provided Above.

Prices for Additional Marketing Cards In Excess of 100 Cards Per Contract Year:

One Panel Marketing Card: \$ 1.72 Each

Two Panel Marketing Card: \$ 3.45 Each

Three Panel Marketing Card: \$ 5.38 Each

Price for Additional Binders in Excess of 3 Binders per Contract Year:

Additional Binder(s): \$ 45.00 Each

Bidders shall complete the following (not a part of the Bid evaluation)

ITEMS IN THIS PRICE LIST CONTAIN RECYCLED MATERIALS - Y/N: YES. IF SO, % (See Note 1)

Note 1: See individual patterns for recycled content information.

**CONTRACT PRICES**

Supplier's Name: **MOMENTUM TEXTILES, LLC, OAKS SUPPLIER ID#: 172035**

Supplier's Address: **17811 FITCH STREET, IRVINE, CA 92614**

Manufacturer: **MOMENTUM TEXTILES, LLC**

Name, Date and Location of Bidder's Wholesale Price or Wholesale Net Price Listing or Catalog upon which the discount provided below is based.

**NET PRICE LIST FOR MOMENTUM TEXTILES, LLC DATED 8/24/15**

**Link to Momentum Textiles, LLC's Price List:** [Momentum Textiles Price List 08\\_24\\_15](#)

Classification	Category Description	Percentage (%) Discount Off Wholesale or Wholesale Net Price Listing Provided
A	Vinyl Fabrics, Contract Grade – Coated Fabrics Excluding Momentum's Silica Family of Products	20%
B	Panel Fabrics, Contract Grade	20%
C	Upholstery Fabrics, Contract Grade	20%

Price List Link Above Contains Base Prices and Net Prices Including Percentage Discounts.

**Prices for Additional Marketing Cards In Excess of 100 Cards Per Contract Year:**

One Panel Marketing Card: \$ 1.50 Each

Two Panel Marketing Card: \$ 3.00 Each

Three Panel Marketing Card: \$ 4.50 Each

**Price for Additional Binders in Excess of 3 Binders per Contract Year:**

Additional Binder(s): \$ No Charge

**Note 1:** Marketing card selection varies and is subject to current inventory. Depending upon quantity requested Momentum Textiles may be able to offer marketing cards at no charge. This will be on a case by case basis.

**Note 2:** Momentum Textiles offers the Ohio Department of Rehabilitation and Correction, Ohio Penal Industries a 30% discount off our net price for eight (8) products in our Standard CI Upholstery card. In addition, we offer this 30% off of Net discount structure on fabrics on any other standard card that OPI implements. Our selection of standard cards will vary as noted above. Momentum Textiles, LLC will email a customized price list that reflects named discounts above to procurement contacts designated by the Ohio Department of Rehabilitation and Correction, Ohio Penal Industries.

Bidders shall complete the following (not a part of the Bid evaluation)

ITEMS IN THIS PRICE LIST CONTAIN RECYCLED MATERIALS - Y/N: YES. IF SO, % (See Note 3)

**Note 3:** See individual patterns for recycled content information.

**CONTRACTOR INDEX**

**CONTRACTOR AND TERMS:**

0000091030

C F Stinson, Inc.  
2849 Product Drive  
Rochester Hills, MI 48309

**CONTRACTOR'S CONTACT:** Glenn Stinson

Purchase Orders shall be FAXed to:

**BID CONTRACT NO.:** OT902016-1

**DELIVERY:** 21 Days A.R.O.

**TERMS:** Net 30 Days

Telephone: (248) 299-3800  
Telephone: (800) 841-6279  
FAX: (248) 299-3884

E-mail: [gstinson@cfstinson.com](mailto:gstinson@cfstinson.com)

FAX: (248) 299-3884

**CONTRACTOR AND TERMS:**

0000172035

Momentum Textiles, LLC.  
17811 Fitch Street  
Irvine, CA 92614

**CONTRACTOR'S CONTACT:** Karen Wehner  
Kelli Johns

Purchase Orders shall be E-mailed to:

**BID CONTRACT NO.:** OT902016-2

**DELIVERY:** 21 Days A.R.O.

**TERMS:** Net 30 Days

Telephone: (949) 833-8886  
Telephone: (800) 366-6839  
FAX: (949) 833-8886

E-mail: [kwehner@momtex.com](mailto:kwehner@momtex.com)  
E-mail: [kjohns@momtex.com](mailto:kjohns@momtex.com)

E-mail: [customerservice@momtex.com](mailto:customerservice@momtex.com)