

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: Deodorizer, Odor Counteractant

CONTRACT PERIOD: Beginning September 1, 2001 and Ending August 31, 2003

CONTRACT MANUAL INDICATOR: M  
CONTRACT RESTRICTION CODE: none

**FIELD PURCHASE ORDERS:** Using agencies may issue field purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All field purchase orders received by the contractor up to and including the expiration date of the contract are acceptable and must be shipped in accordance with the delivery time specified in the contract. Contractors are not permitted to accept field purchase orders which require deliveries extended beyond the delivery time specified in the contract. Each field purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field purchase order shall constitute receipt of an order. Orders received by the contractor after 4:00 p.m. will be considered received the following business day.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued through EDI shall not give rise to any obligation to deliver on the part of the contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- b. The parties agree that no hand-written signature shall be required in order for the field purchase order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any field purchase order or acknowledgement which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine field purchase order or acknowledgement issued through EDI, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine field purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party from which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.

**ESTIMATED QUANTITIES:** It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered by this contract from another source if the price is lower than the contract price.

**IDENTIFICATION NUMBER:** The contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

**Supply IDENTIFICATION NUMBER:** Each item shown on the Field Purchase Order must be identified by its complete Supply number.

**TAXES:** The Commonwealth is exempt from all Federal excise and transportation taxes, is exempt from the provisions of the Fair Trade Law, and is exempt from the Pennsylvania sale and use tax upon the purchase of tangible personal property. Registration number with the Internal Revenue Service is **23740001-K**. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its construction contract.

**ACCEPTANCE:** Payment should not be construed by the awarded contractor as acceptance of equipment, goods, materials or supplies furnished under this contract. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

**ASSIGNMENT OF ANTITRUST CLAIMS:** Contractor and the Commonwealth recognize that in actual economic practice, overcharges by contractor's suppliers resulting from violations of State or Federal Antitrust Laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, contractor assigns to the Commonwealth all right, title and interest in and to any claims contractor now has or may hereafter acquire under State or Federal Antitrust Laws relating to the goods or services which are the subject of this contract.

**ORDERS UNDER \$1,500.00:** For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

**OPTION TO EXTEND:** The Commonwealth reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue the new contract.

**DEODORIZER, ODOR COUNTERACTANT**

**PACKAGING:** Package all items in accordance with good commercial practice and shipped in containers conforming to all shipping regulations.

**DELIVERIES:** All articles ordered from this contract shall be delivered within a reasonable time, not to exceed 30 calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services. If a delivery date is not specified, then it is understood that delivery time will be 30 ARO.

**MINIMUM ORDER:** \$100.00 FOB Using Agency.

**IMPORTANT NOTES:**

1. **DISPENSER REQUIREMENTS:** Contractor shall provide dispensing equipment ranging from passive units intended for small bathrooms or other such areas, to electrical units for patient rooms and large ward areas, and air handling units for installation in central air conditioning and heating units. Contractor shall:
  - A. Loan dispensers at no charge.
  - B. Install dispensers at no charge.
  - C. Maintain and replace dispensers as needed at no charge.
  - D. Restore areas serviced to original condition, at no charge to the Commonwealth, if dispensers are removed at any time for any reason.
  
2. In the event that an agency elects the "Product and Service" option, the contractor shall not remove and replace existing product until less than a weeks use remains.

**OPTION TO RENEW:** The contract(s) or any part of the contract(s) may be renewed for three additional one (1) year(s) terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract(s) is/are renewed the same terms and conditions shall apply. At renewal time, the contractor may update the manufacture's price list; discount(s) must remain the same.

**PRICE LISTS AND CATALOGS:** The Contractor will supply the Commonwealth with copies of subject price list(s) with their bid and/or catalogs, upon request by the Using Agency.

**EXCEPTIONS:** This contract is for the purchase of Deodorizer, Odor Counteractant and Dispensers Only. All other commodities listed in the price sheets are not a part of this contract. Awarded contractors and agencies are cautioned not to utilize this contract for any other items.

**PRODUCT SPECIFICATIONS:**

**SCOPE:** Deodorizer-Odor Counteractant is intended primarily for the counteraction of unpleasant odors in occupied spaces. It may be used in a dispenser or by itself. The product shall present a pleasant and effective level of odor counteraction at all times.

**EXCLUDED MATERIALS:** Products shall contain no free formaldehyde or acetaldehyde, or any of their polymeric forms.

**CONTAINER:** Product container shall be impermeable to vapor and liquid and will show a weight loss not exceeding 1% for solid bar products, or 4% for semi-solid gel products, when stored for one year under ambient conditions.

**PHYSICAL CHARACTERISTICS:** Products are able to stand up under their own weight without change in shape or form, and are uniform in size and color.

**STABILITY:** Will not break down in form, structure or efficiency when stored at a temperature of 110°F for a period of 30 days.

**PERFORMANCE:**

1. Products shall possess a quality and intensity of odor such that they will show a reduction in odor intensity of a minimum of 75% of the standard malodors: occupied space, hospital odor, bathroom odor, kitchen odor and tobacco smoke odor. Products shall have a continuous odor for a minimum of 30 days, and shall provide uniform and continuous control when applied with approved dispensing equipment.
2. Products shall provide an efficient and effective method of controlling environmental odor problems caused by cancer, burn osteomyelitis, vomit, refuse, solid waste, urine, tobacco smoke, human activity and other odors.
  - Solid bar product shall contain a minimum of 30% essential oils in a fatty-acid base
  - Semi-solid gel product shall contain a minimum of 1.5 - 3.75% essential oils.
  - Square scent soiled product shall contain a minimum of 30% essential oils in a cellulose or terra cotta block. All fragrances shall contain only G.R.A.S. (generally regarded as safe) materials.
  - Products shall be non-toxic, non-flammable and non-irritating, and shall pass independent Laboratory tests for oral toxicity, inhalation toxicity, skin irritation and eye irritation.
  - Square scent solid product shall be non-flammable and should not be a skin, eye, oral or inhalation irritant, during proper use.

**DESCRIPTIONS FOR PRODUCT CONTAINER USES IDENTIFIED BY COLOR CODING AND FRAGRANCE:** Deodorizer-Odor Counteractants are intended for the counteraction of unpleasant odors in occupied spaces. The products shall provide a pleasant and effective level of odor counteraction through the life of the product. Typically, color-coding of counteractant products corresponds to areas to be treated as described below:

<u>EXAMPLE AREAS TO BE TREATED</u>	<u>FORMULA TYPE/APPLICATION ODORS</u>
Hospitals, Nursing Homes, Restaurants Supermarkets, Food Prep Areas	Gold: Medications, Incontinence, Hospital Wards, Refuse & Garbage
Hospitals, Nursing Homes, Veterinary Offices, Research Facilities	Blue: Odors associated with Cancer & Colostomy Patients, Animal Care
Meeting Rooms, Theaters Transportation Facilities	Silver: Tobacco, High Occupancy Areas, Body Odors
Rest Rooms, Laundry Rooms	Red: Urine & Fecal matter
General Purpose & Non-Specific Odors	Spearmint/Citrus/Freesia: (Fragrance formulas for general areas)

U.L. Approved: All electrical units shall be UL listed and approved.

**INQUIRIES:** Direct all questions concerning this contract to.

Brian Reinoehl, CPPB, Buyer  
Department of General Services  
Bureau of Purchases  
414 North Office Building  
Harrisburg Pa 17125  
Telephone: 717-787-3475

**CONTRACTOR LIST**

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

Act 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X	23-1709662		Airwick Professional Products/Phila Inc Po Box 1214 6500 Baltimore Ave Lansdowne PA 19050-8214	610-259-2710	610-259-6021	James G Carrick
X	13-0872805		Xpedx –Harrisburg Po Box 1337 Harrisburg PA 17105	800-321-1804	800-493-9250	Carol Scott

ITEM NO	COMMODITY CODE	DESCRIPTION	"A" DISCOUNT FROM PRICE LIST FOR PRODUCT ONLY (PER CASE)	"B" DISCOUNT FROM PRICE LIST FOR PRODUCT & SERVICE ONLY (PER CASE)	VENDOR FIN	VENDOR NAME
1	6845-2450-100	Deodorizer, Odor Counteractant  MANUFACTURER: Airkem/Ecolab Professional Products  Manufacturer's Price List ID Name/Number: Airwick Professional Products/Products/Phila, Inc  Catalog Price List Effective Date: 02/01/01  1. Symphony 2. Solidaire 3. Solidaire 2010 4. Musketeer, Jr 5. TimeAire 6. N/A 7. Airliel	1. 23% 2. 24% 3. 25% 4. 25% 5. 22% 6. N/A 7. 20%	1. 23% 2. 24% 3. 25% 4. 25% 5. 22% 6. N/A 7. 20%	23-1709662	Airwick Professional Products/Phila., Inc
2	6845-2450-200	Deodorizer, Odor Counteractant  MANUFACTURER: American Sanitary Products  Manufacturer's Price List ID Name/Number: Customer List Price Sheet  Catalog Price List Effective Date: January 1,2001	25%	15%	13-0872805	Xpedx - Harrisburg

# AMERICAN SANITARY PRODUCTS, INC.

Phone: 410-987-5016, 410-729-2033 Fax: 410-729-3454

## CUSTOMER LIST PRICE SHEET – 1 JANUARY 2001

### TS SOLIDBAR

PRICING	
12/Bars to a case	\$66.62
24/Bars to a case	\$126.08

<u>CODE</u>	<u>FRAGRANCE</u>	<u>SIZE</u>	<u>CODE</u>	<u>FRAGRANCE</u>	<u>SIZE</u>
SB12GD	GOLD	12/CASE	SB12SE	SPICE	12/CASE
SB24GD	GOLD	24/CASE	SB24SE	SPICE	24/CASE
SB12SR	SILVER	12/CASE	SB12GT	GREEN APPLE MINT	12/CASE
SB24SR	SILVER	24/CASE	SB24GT	GREEN APPLE MINT	24/CASE
SB12RD	RED	12/CASE	SB12CS	CITRUS	12/CASE
SB24RD	RED	24/CASE	SB24CS	CITRUS	24/CASE
SB12GN	GREEN	12/CASE	SB12FL	FLORAL	12/CASE
SB24GN	GREEN	24/CASE	SB24FL	FLORAL	24/CASE
SB12BE	BLUE	12/CASE	SB12SP	SWEET PINE	12/CASE
SB24BE	BLUE	24/CASE	SB24SP	SWEET PINE	24/CASE
SB12ST	SPEARMINT	12/CASE	SB12VN	VANILLA BEAN	12/CASE
SB24ST	SPEARMINT	24/CASE	SB24VN	VANILLA BEAN	24/CASE
SB12HE	HONEYSUCKLE	12/CASE	SB12WN	WINTERGREEN	12/CASE
SB24HE	HONEYSUCKLE	24/CASE	SB24WN	WINTERGREEN	24/CASE

### TS MINIBAR

PRICING	
12/Bars to a case	\$49.58
24/Bars to a case	\$94.22
48/Bars to a case	\$179.02

<u>CODE</u>	<u>FRAGRANCE</u>	<u>SIZE</u>	<u>CODE</u>	<u>FRAGRANCE</u>	<u>SIZE</u>
MB12GD	GOLD	12/CASE	MB12SE	SPICE	12/CASE
MB24GD	GOLD	24/CASE	MB24SE	SPICE	24/CASE
MB48GD	GOLD	48/CASE	MB48SE	SPICE	48/CASE
MB12SR	SILVER	12/CASE	MB12GT	GREEN APPLE MINT	12/CASE
MB24SR	SILVER	24/CASE	MB24GT	GREEN APPLE MINT	24/CASE
MB48SR	SILVER	48/CASE	MB48GT	GREEN APPLE MINT	48/CASE
MB12RD	RED	12/CASE	M612CS	CITRUS	12/CASE
M824RD	RED	24/CASE	MB24CS	CITRUS	24/CASE
MB48RD	RED	48/CASE	MB48CS	CITRUS	48/CASE
MB12GN	GREEN	12/CASE	MB12FL	FLORAL	12/CASE
MB24GN	GREEN	24/CASE	MB24FL	FLORAL	24/CASE
MB48GN	GREEN	48/CASE	MB48FL	FLORAL	48/CASE
MB12BE	BLUE	12/CASE	M612SP	SPICE	12/CASE
MB24BE	BLUE	24/CASE	MB24SP	SPICE	24/CASE
MB48BE	BLUE	48/CASE	MB48SP	SPICE	48/CASE
MB12ST	SPEARMINT	12/CASE	MB12VN	VANILLA BEAN	12/CASE
MB24ST	SPEARMINT	24/CASE	MB24VN	VANILLA BEAN	24/CASE
MB48ST	SPEARMINT	48/CASE	MB48VN	VANILLA BEAN	48/CASE
MB12HE	HONEYSUCKLE	12/CASE	MB12WN	WINTERGREEN	12/CASE
MB24HE	HONEYSUCKLE	24/CASE	MB24WN	WINTERGREEN	24/CASE
MB48HE	HONEYSUCKLE	48/CASE	MB48WN	WINTERGREEN	48/CASE

**ODOR COUNTERACTANTS**  
**LIQUID ODOR COUNTERACTANTS**  
*AIRWICK PROFESSIONAL PRODUCTS/PHILA., /NC*

	<u>PKG</u>	<u>WEIGHT</u>	<u>CODE</u>	<u>CONSUMER PRICE</u>
<b><u>AIRIEL AIR FRESHING</u></b>				
AIRIEL SEA AIR	6-CS	2	61137273	\$70.74
AIRIEL ENCOUNTER	6-CS	2	61137235	\$70.74
AIRIEL SPICE AIR	6-CS	2	61137256	\$70.74
AIRIEL VANILLA ESSENCE	6-CS	2	61137355	\$70.74
AIRIEL STARTER PACK	EA.	2	61137301	\$70.74
<b><u>SYMPHONY</u></b>				
ORCHARD BLOSSOM	4PK	4.0	61101002	\$101.95
ENCOUNTER	4PK	4	1101176	\$101.95
<b><u>SOLIDAIRE</u></b>				
BLUE	12/14 OZ	11.5	61136461	\$94.75
CITRUS	12/14 OZ	11.5	61113460	\$94.75
GOLD	12/14 OZ	11.5	61113462	\$94.75
NATURE'S GARDEN	12/14 OZ	11.5	61186201	\$94.75
RED	<b>12/14 OZ</b>	11.5	61111464	\$94.75
SILVER	12/14 OZ	11.5	61139465	\$94.75
SPEARMINT	12/14 OZ	11.5	61113064	\$94.75
<b><u>SOLIDAIRE 2010</u></b>				
<b><u>ODOR COUNTERACTANTS</u></b>				
INTENSIVE CARE BLUE	Ea	3.25	61510009	\$113.95
CROWD CONTROL SILVER	Ea	3.25	61510074	\$113.95
ENVIRONMENTAL FRESSIA	Ea.	3.25	61510143	\$113.95
<b><u>MUSKETEER JRS.</u></b>				
CITRUS	24/5 OZ	9.9	61400319	\$75.55
SPEARMINT	24/5 OZ	9.9	61400330	\$75.55
<b><u>TIME-AIRE REFILLS</u></b>				
FRESH RAIN	12 / 2EA	2.2	61186094	\$603.65
GOLDEN HARVEST	12 / 2EA	2.2	61186078	\$603.65
NATURES GARDEN	12 / 2EA	2.2	61186227	\$603.65
SPICE	12 / 2EA	2.2	61186102	\$603.65
WILD CHERRY	12 / 2EA	2.2	61186086	\$603.65

Contract Reference Number: 6840-04  
Collective Number:  
Change Number: 1  
Change Effective Date : 5/12/03

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: Deodorizer, Odor Counteractant  
Contract Period: Effective date September 1, 2001 of and Expiration date of August 31,2003  
Buyer Name: Brian Reinoehl

CHANGE SUMMARY:

The above stated contract is renewed for the first of three one year renewal periods authorized in accordance with the option to renew clause contained in the contract terms and conditions. The new contract period is September 1, 2003 through August 31, 2004. Attached are the updated price lists (December 1, 2002) for Airwick Professional Products/Phila Inc (Outline Agreement #4600002145). The price list (January 1, 2001) remains the same for Xpedx (Outline Agreement #4600002144)

The contractors have met the requirements of the Commonwealth's Contractor Responsibility Program.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6840-04  
Collective Number:  
Change Number: 2  
Change Effective Date : 8/12/04

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** ALL USING AGENCIES OF THE COMMONWEALTH  
**Subject:** Deodorizer, Odor Counteractant  
**Contract Period:** Effective date September 1, 2001 of and Expiration date of August 31, 2004, renewed through August 31, 2004  
**Buyer Name:** Brian Reinoehl

**CHANGE SUMMARY:**

The Commonwealth is exercising its right to extend the contract for 3 months. The new expiration date is November 30, 2004.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.