

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

**FOR:** ALL USING AGENCIES OF THE COMMONWEALTH

**SUBJECT:** AGENCY NOTIFICATION OF AWARD

**CONTRACT NAME:** TOILETRIES

**CONTRACT PERIOD:** Beginning **MARCH 1, 1999** and Ending **FEBRUARY 29, 2000**

**CONTRACT MANUAL INDICATOR: NONE**  
**CONTRACT RESTRICTION CODE: 0**

**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.

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**DELIVERIES:** All deliveries shall be F.O.B. destination to any using agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services. All deliveries shall be securely packaged so as to avoid breakage or damage in accordance with standard industry practices. All deliveries will be inside delivery to the address specified on the field purchase order. No outside or curbside deliveries will be accepted.

**WARRANTY:** Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the vendors service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

**WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:**

- A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.
- B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

**VENDOR NON-COMPLIANCE:** Vendors found to be non-compliant with the requirements of this contract may be removed as a participant upon determination of non-compliance by the Bureau of Purchases

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional three (3) one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed the same terms and conditions shall apply. If this contract is renewed for an additional one (1) year, a new performance bond or a rider supplementing the original bond will be required for each extended period.

**CATALOGS:** The awarded vendor shall be required to mail or deliver copies of catalogs and price lists covering items in this contract to all agencies requesting same. A list of Commonwealth Agencies is available upon request after notification of award. These catalogs shall incur no additional costs to the Commonwealth or its agencies. Catalogs shall be furnished within ten (10) calendar days after request. Failure to comply with this provision may result in termination of the contract. Any reference that may appear on any price list or catalog, to any terms or 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 Commonwealth. New manufacturer lines will be added only at the end of initial contract period. All discounts shall remain firm for length of contract. Prices bid must remain firm for the initial contract period.

**MINIMUM ORDER:** Minimum order placed under the resultant contract shall be \$100.00 to qualify for F.O.B. Destination. Orders under \$100.00 shall be delivered prepaid and the cost added to the invoice.

**INQUIRIES:** Direct all questions concerning this proposal to the appropriate buyer named herein.

Andrew F. Kowatch, Buyer  
Bureau of Purchases  
P O Box 1365  
Harrisburg PA 17105  
Telephone 717-787-6586

## 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	231709662		AIRWICK PROFESSIONAL PRODUCTS/PHILADELPHIA 6500 BALTIMORE AVE P.O. BOX 1214 LANSDOWNE PA 19050-8214	610-259-2710	610-259-6021	JAMES G. CARRICK
NO	130872805	001	XPEDX- HARRISBURG P O BOX 1337 HARRISBURG PA 17105-1337	717-612-3147	717-612-3105	CAROL SCOTT
X	411261653		RED LINE MEDICAL SUPPLY 8121 10TH AVENUE N. GOLDEN VALLET MN 85427	800-328-8111 EXT 6812	800-237-9766	RAY DUFFEY
X	341482024		STERIS CORPORATION CALGON VESTAL DIVISION 5960 HEISLEY ROAD MENTOR OH 44060	800-243-2215	314-535-1083	CUSTOMER SERVICE PATRICIA DILLON
X	581318988		COLOPLAST CORP. (SWEEN PRODUCTS) 1955 WEST OAK CIRCLE MARIETTA GA 30062-2249	800-788-0293 EXT 8563	800-501-8533	KIMBERLY DURGAN
X	222716814		VILLAGE DISTRIBUTORS 1191 RT 547 HOWELL NJ 07731	732-364-2300 EXT 21	732-364-2499	GARY ROBBINS
X	250457250		EDLIS INC 327 BLVD. OF ALLIES PITTSBURGH PA 15222	800-242-0536	412-261-2865	ROBERT COHEN
X	953874957		INTERNATIONAL SHAVING SYSSTEMS INC P. O. BOX 5547 GARDEN COVE CA 92846	800-637-4283	714-894-7419	WILLIAM BONILLA JR

ACT 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X	223373950		DERMARITE INDUSTRIES LLC 168 E MAIN STREET PROSPECT PARK NJ 07508	800-337-6296	973-595-0095	MARK FRIEDMAN

**Contract Number 8520-01 Item Sheets**

Toiletries

Item #	Comm. Code	Description/Manufacturer	Catalog Name, No./Effec. Date	Discount From Catalog Price	Vendor Name	FIN #
1	8520-2075-001	Airwick Industries, Inc	Airwick Professional Products	25%	AIRWICK Professional Products	23-1709662
2	8520-2415-001	Avianne Health Care Sys		No Bids Received	Not to be Rebid	Cancelled
3	8520-2005-001	U.S. Borax	U.S. Borax	-35%	Xpedx	13-0872805
4	8520-2120-001	Care Tech Laboratories-Div.of Consolidated Chemical, Inc	Distributor Price 5/1/98	18.5%	Red Line Medical Supply	41-1261653
5	8520-1905-001	Convatec Skin Care (Previously Calgon)		No Award	Not to be Rebid	Cancelled
6	8520-2505-001	The Dial Corporation	Dial Commercial Mkt Div 7/1/99	-35%	Xpedx	13-0872805
7	8520-2420-002	Dermarite Products	Intelligent Skin Care 1/1/99	-25%	Dermarite Industries	223373950
8		Hospital Specialty		No Bids Received	Not to be Rebid	Cancelled
9	8520-2305-001	Mellocraft Soap	Sparkle Brands 1/1/998	-45%	Xpedx	13-0872805
10	8520-2420-001	Dermarite Products	Provon Brand Skin Care 1/1/98	-46%	Xpedx	13-0872805
11	8520-2025-001	Hospital Specialty	Skin Care Products 1/18/99	-45%	Xpedx	13-0872805
12	8520-1939-001	Steris Skin Care (Previously Calgon)	Consumables Products, 1/1/98	25%	Calgon Vestal Laboratories	34-148-2024
13	8520-2350-001	Sween Corporation	Deaaler /Dist Price List 1/1/98 Gold Price Column	33% Is an Average ; However, Discounts are already depicted in the Net Gold Price Column	Colopast Corporation	58-1318988
14	8520-1900-001	A.H. Robins Mfr.	Whitehall-Robins,#1,2/1/99	10%	Village Distributors	222716814
15	8520-2530-001	Aginah		No Bids Received	Not to be Rebid	Cancelled
16	8520-2190-001	Bristol Meyers	Bristol Meyers,#2,4/98	15%	Village Distributors	222716814
17	8520-2320-001	Cheseborough	Umileuer, #3 & #4 3/15/99	20%	Village Distributors	222716814
18	8520-2430-001	Clubman	Prof Price List 8/11/97	-20%	Edlis Inc	250457250

**Contract Number 8520-01 Item Sheets**

Toiletries

Item #	Comm. Code	Description/Manufacturer	Catalog Name, No./Effec. Date	Discount From Catalog Price	Vendor Name	FIN #
19	8520-2545-001	Colgate Palmolive	Colgate,#5,3/1/99	20%	Village Distributors	222716814
20	8520-2600-001	Concord		No Bids Received	Not to be Rebid	Cancelled
21	8520-2625-001	Consolidated Royal	Ansehl/Con. Royal 2/22/99	No Award	Not to be Rebid	Cancelled
22	8520-2650-001	Diane Prods.	#096 Sept.1, 1998	-30%	Edlis Inc	250457250
23	8520-2675-001	Gillette Co.	Gillette,#6,2/12/99	10%	Village Distributors	222716814
24	8520-2700-001	Infa Lab	Infa Lab 2/22/99	No Award	Not to be Rebid	Cancelled
25	8520-2725-001	Kimberly Clark	Kimberly Clark,#7,11/2/98	20%	Village Distributors	222716814
26	8520-2750-001	Lander Co.	Lander,#8,2/15/99	45%	Village Distributors	222716814
27	8520-2775-001	Mennen Co	Colgate,#5,3/1/99	20%	Village Distributors	222716814
28	8520-2800-001	Mi-Lor Corp.	Nutramax,#9,2/1/97	20%	Village Distributors	222716814
29	8520-2825-001	Norelco	Sug Retail June 27-Dec.31, 1998	-72%	Edlis Inc	250457250
30	8520-2850-001	Polident (Block)	Block,#11,4/1/99	20%	Village Distributors	222716814
31	8520-2875-001	Proctor & Gamble	Proctor & Gamble,#12,6/19/98	14%	Village Distributors	222716814
32	8520-2900-001	Remington		No Award	Not to be Rebid	Cancelled
33	8520-2925-001	Revion, Inc	July '98	-40%	Edlis Inc	250457250
34	8520-2950-001	Robin Consumer	Whitehall,#1,2/1/99	15%	Village Distributors	222716814
35	8520-2975-001	Shulton, Inc	Proctor & Gamble,#12,6/19/98	14%	Village Distributors	222716814
36	8520-3000-001	Solar Prod	Solar Prod,#13,1999	-10%	Village Distributors	222716814
37	8520-3025-001	Stay-Free, Personal Products Co	Johnson & Johnson,#14,1/4/99	20%	Village Distributors	222716814
38	8520-2545-001	Colgate Palmolive	Colgate,#5,3/1/99	20%	Village Distributors	222716814

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39	8520-3050-001	Smith Kline Beecham	Smithkline,#15,12/17/98	20%	Village Distributors	222716814
40	8520-3075-001	Security Personal Care		-25%	International Shaving Systems	95-3874957
41	8520-4000-001	International Shaving Systems		-25%	International Shaving Systems	95-3874957
42	8520-4025-001	C.R. Bard Medical/ Urological	C.R. Bard Inc	No Award	Not to be Rebid	Cancelled
43	8520-2515-001	Geritrex Corp	Geritrex Corp	No Award	Not to be Rebid	Cancelled
44	8520-4050-001	Diverseylever	Grahm Distributing Co. Inc.	No Award	Not to be Rebid	Cancelled
45	8520-4075-001	Hygienix/ Waterbury Co	Grahm Distributing Co. Inc.	No Award	Not to be Rebid	Cancelled

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

**FOR:** ALL USING AGENCIES OF THE COMMONWEALTH

**SUBJECT:** AGENCY NOTIFICATION OF AWARD

**CONTRACT NAME:** TOILETRIES

**CONTRACT PERIOD:** Beginning **OCTOBER 1, 1999** and Ending **FEBRUARY 29, 2000**

**CONTRACT MANUAL INDICATOR:**  
**CONTRACT RESTRICTION CODE:**

**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.

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**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.

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**DELIVERIES:** All deliveries shall be F.O.B. destination to any using agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services. All deliveries shall be securely packaged so as to avoid breakage or damage in accordance with standard industry practices. All deliveries will be inside delivery to the address specified on the field purchase order. No outside or curbside deliveries will be accepted.

**WARRANTY:** Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the vendors service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

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- A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from date of acceptance by the buyer.
- B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

**VENDOR NON-COMPLIANCE:** Vendors found to be non-compliant with the requirements of this contract may be removed as a participant upon determination of non-compliance by the Bureau of Purchases

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional three (3) one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed the same terms and conditions shall apply. If this contract is renewed for an additional one (1) year, a new performance bond or a rider supplementing the original bond will be required for each extended period.

**CATALOGS:** The awarded vendor shall be required to mail or deliver copies of catalogs and price lists covering items in this contract to all agencies requesting same. A list of Commonwealth Agencies is available upon request after notification of award. These catalogs shall incur no additional costs to the Commonwealth or its agencies. Catalogs shall be furnished within ten (10) calendar days after request. Failure to comply with this provision may result in termination of the contract. Any reference that may appear on any price list or catalog, to any terms or 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 Commonwealth. New manufacturer lines will be added only at the end of initial contract period. All discounts shall remain firm for length of contract. Prices bid must remain firm for the initial contract period.

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**INQUIRIES:** Direct all questions concerning this proposal to the appropriate buyer named herein.

Andrew F. Kowatch, Buyer  
Bureau of Purchases  
P O Box 1365  
Harrisburg PA 17105  
Telephone 717-787-6586

## 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	411261653		RED LINE MEDICAL SUPPLY 8121 10TH AVENUE N. GOLDEN VALLET MN 85427	800-328-8111 EXT 6812	800-237-9766	TERESE MUGGE
X	222716814		VILLAGE DISTRIBUTORS PO BOX 2069 LAKEWOOD NJ 08701-2069	732-364-2300 EXT 21	732-364-2499	GARY ROBBINS
X	250457250		EDLIS INC 327 BLVD. OF ALLIES PITTSBURGH PA 15222	800-242-0536	412-261-2865	ROBERT COHEN
X	222727478		AVIANNE HEALTH CARE SYSTEMS DIVISION OF WL YOUNG, INC PO BOX 461 HASBROUCK HEIGHTS NJ 07604	800-582-9288	201-288-5601	ROBERT SICONOLFI

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION/ MANUFACTURER	CATALOG NAME, NUMBER/ EFFECTIVE DATE	(-) DISCOUNT FROM CATALOG PRICE; (+) CATALOG PRICE PLUS MARKUP	VENDOR NAME	VENDOR FIN
2	8520-2415-001	AVIANNE HEALTH CARE SYSTEMS	Price List Effective 9/13/99 Avianne Health Care Sys./Div. Of W.L. Young	(-) 25%	AVIANNE HEALTH CARE	222727478
5	8520-1905-001	CONVATEC SKIN CARE ( PREVIOUSLY CALGON)	Convatec Distributor Price Book, March 1, 1999 Dealer Price List (EC)	Cost +10%	REDLINE MEDICAL	411261653
8	8520-2025-002	HOSPITAL SPECIALTY	Hospital Specialty, #4, 4/15/98 50 Cs. Column	Dealer Cost +65%	VILLAGE DISTRIBUTORS	222716814
29	8520-2825-001	NORELCO	Norelco, #1, 7/3/99 (Using Gross Cost Column)	Dealer Cost +10%	VILLAGE DISTRIBUTORS	222716814
32	8520-2900-001	REMINGTON	Remington Price List Revised Aug 1, 1998	Multiply Price by 1.35	EDLIS INC	250457250
42	8520-4025-001	C.R. BARD MEDICAL	Bard Medical Div. Dealer Price List (EC) Effective February 1, 1999	Cost +13.5%	REDLINE MEDICAL	411261653
43	8520-2515-001	GERITREX CORP	Geritrex Co., #2 9/15/98	Dealer Cost +38%	VILLAGE DISTRIBUTORS	222716814

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: Toiletries

CONTRACT PERIOD: Beginning March 1, 1999 and Ending February 29, 2000 (renewed through February 28, 2003)

CONTRACT MANUAL INDICATOR: M  
CONTRACT RESTRICTION CODE: 0

**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.

**DELIVERIES:** All deliveries shall be F.O.B. destination to any using agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services. All deliveries shall be securely packaged so as to avoid breakage or damage in accordance with standard industry practices. All deliveries will be inside delivery to the address specified on the field purchase order. No outside or curbside deliveries will be accepted.

**WARRANTY:** Vendor must warrant all equipment including parts and labor, against defects in workmanship and materials for a minimum of one (1) year. Warranty service may be performed at the requesting Commonwealth agency site or at the vendors service center, however, the vendor shall be responsible for the removal, shipping, transportation, and installation costs involved with the repair or replacement. During the warranty period, manufacturers standard warranties for equipment will apply, unless they conflict with the above warranty provisions.

**WARRANTY SHALL COMMENCE WITH FINAL ACCEPTANCE AND:**

- A) The contractor warrants that all equipment will perform in accordance with the published specifications and shall be free from defect in materials, workmanship, and title for a period of one (1) year from the date of acceptance by the buyer.
- B) During the warranty period, vendor agrees to repair or replace any defective part(s) without charge to the using agency as outlined under these specifications. All parts removed shall become the property of the vendor.

**VENDOR NON-COMPLIANCE:** Vendors found to be non-compliant with the requirements of this contract may be removed as a participant upon determination of non-compliance by the Bureau of Purchases.

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional three (3) one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed, the same terms and conditions shall apply. If this contract is renewed for an additional one (1) year, a new performance bond or a rider supplementing the original bond will be required for each extended period.

**CATALOGS:** The awarded vendor shall be required to mail or deliver copies of catalogs and price lists covering items in this contract to all agencies requesting same. A list of Commonwealth Agencies is available upon request after notification of award. These catalogs shall incur no additional costs to the Commonwealth or its agencies. Catalogs shall be furnished within ten (10) calendar days after request. Failure to comply with this provision may result in termination of the contract. Any reference that may appear on any price list or catalog, to any terms or 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 Commonwealth. New manufacturer lines will be added only at the end of initial contract period. All discounts shall remain firm for length of contract. Prices bid must remain firm for the initial contract period.

**MINIMUM ORDER:** Minimum order placed under the resultant contract shall be \$100.00 to qualify for F.O.B. Destination. Orders under \$100.00 shall be delivered prepaid and the cost added to the invoice.

**INQUIRIES:** Direct all questions concerning this proposal to the appropriate buyer named herein.

Toniann D. Noss, Buyer #41  
Bureau of Purchases  
P.O. Box 8365  
Harrisburg, PA 17105-8365

or

Bureau of Purchases  
414 North Office Building  
Harrisburg, PA 17125

**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.

<b>Act 57</b>	<b>CONTRACTOR #/FIN</b>	<b>SUFFIX</b>	<b>CONTRACTOR NAME/ADDRESS</b>	<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>CONTACT PERSON</b>
X	14-1736317		ALL STATE DISTRIBUTORS, N.E. INC. P.O. BOX 176 4 HADDEN DRIVE MONTGOMERY, NY 12549	800-257-6617	800-804-5698	MR. ANDREW PSKOWSKI
X	23-2891671		GRAHAM DISTRIBUTING COMPANY, INC. DBA/AIRWICK PROFESSIONAL PRODUCTS OF HARRISBURG 2200 HUMMINGBIRD LANE HARRISBURG, PA 17112	717-652-7364 800-432-8429	717-540-7009	MR. GARY GRAHAM
	36-2718910		SAGE PRODUCTS, INC. 3909 THREE OAKS ROAD CARY, IL 60013	800-323-2220 ext. 1260	815-455-5599	MS. TINA OCCHIPINTI

Item No.	Commodity Code No.	Description/Manufacturer	Catalog Name, Number, Effective Date	Discount From Catalog Price	Vendor FIN No.	Vendor Name
15	8520-2530-001	AGINAH				<b>NO AWARD: NOT TO BE REBID</b>
20	8520-2600-001	CONCORD				<b>NO AWARD: NOT TO BE REBID</b>
21	8520-2625-001	CONSOLIDATED ROYAL				<b>NO AWARD: NOT TO BE REBID</b>
24	8520-2700-001	INFA LAB				<b>NO AWARD: NOT TO BE REBID</b>
44	8520-4050-001	DIVERSEYLEVER	Government Distributor Price List - 1/1/02	0%	14-1736317	Allstate Distributors, N.E. Inc
45	8520-4075-001	HYGIENIX/WATERBURY CO	Waterbury - 7/15/01	0%	23-2891671	Graham Dist. Co., Inc
46	8520-4080-001	SAGE PRODUCTS, INC.	Sage Products, Inc 2002 Pricing - US Healthcare Distributors	0%	36-2718910	Sage Products, Inc.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: Toiletries

CONTRACT PERIOD: Beginning March 1, 1999 and Ending February 29, 2000 (renewed through February 28, 2003)

CONTRACT MANUAL INDICATOR: M

CONTRACT RESTRICTION CODE: 0

**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.

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- 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.

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Toniann D. Noss, Buyer #41  
Bureau of Purchases  
P.O. Box 8365  
Harrisburg, PA 17105-8365

or

Bureau of Purchases  
414 North Office Building  
Harrisburg, PA 17125

**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.

<b>Act 57</b>	<b>SUFFIX</b>	<b>CONTRACTOR NAME/ADDRESS</b>	<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>CONTACT PERSON</b>
X		The Access Group, Inc. 3608 Second Avenue, NW Seattle, WA 98107	206-675-0056	206-633-0369	Mr. Ed Sprague
X		The Female Health Company c/o Jack Weissman 515 North State Street #2225 Chicago, IL 60610	312-595-9123 X 226	312-595-9122	Mr. Jack Weissman
X		Ansell Healthcare Products, Inc. Ansell Public Sector Attn: Customer Service 200 Schultz Drive Red Bank, NJ 07701	800-232-1309	732-345-1575	Ms. Patricia Balto
X		SSL Americas, Inc. dba/Durex Consumer Products Durex Special Markets Division 3585 Engineering Drive #200 Norcross, GA 30092	888-566-3468 X 2147	770-582-2233	Ms. Lisa Ward

ITEM NO.	COMMODITY CODE	DESCRIPTION	MANUFACTURER	CATALOG NAME, NUMBER & EFFECTIVE DATE	DISCOUNT FROM CATALOG PRICE	VENDOR NAME
47	8520-5000-010	Female condoms	Female Health Company	The Female Health Company Order Form	0	The Female Health Company
47	8520-5000-015	Female condoms	Female Health Company	Bulk Non-Profit Price List / 02/14/02	\$200.00 (10.53%)	The Access Group, Inc (Seattle, WA)
48	8520-5000-020	Durex latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	London International	Durex Special Markets Division Pricelist- Effective 12/00	28%	SSL Americas, Inc. dba Durex Consumer Products
48	8520-5000-025	Durex latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	London International	Bulk Non-Profit Price List / 02/14/02	\$32.00 (22.86%)	The Access Group, Inc (Seattle, WA)
49	8520-5000-020	Durex latex condom, FDA approved, reservoir tip, non-lubricated, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	London International	Durex Special Markets Division Pricelist- Effective 12/00	27%	SSL Americas, Inc. dba Durex Consumer Products
49	8520-5000-025	Durex latex condom, FDA approved, reservoir tip, non-lubricated, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	London International	Bulk Non-Profit Price List / 02/14/02	\$33.00 (24.44%)	The Access Group, Inc (Seattle, WA)
50		<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>	London International	\$12.00 / carton of 48 3 packs	n/a	The Access Group, Inc (Seattle, WA)
51	8520-5000-030	Trojan latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Carter-Wallace	Bulk Non-Profit Price List / 02/14/02	\$41.00 (8.61%)	The Access Group, Inc (Seattle, WA)

ITEM NO.	COMMODITY CODE	DESCRIPTION	MANUFACTURER	CATALOG NAME, NUMBER & EFFECTIVE DATE	DISCOUNT FROM CATALOG PRICE	VENDOR NAME
52	8520-5000-030	Trojan latex condom, FDA approved, reservoir tip, non-lubricated, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Carter-Wallace	Bulk Non-Profit Price List / 02/14/02	\$60.00 (14.81%)	The Access Group, Inc (Seattle, WA)
53		<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>	Carter-Wallace	\$12.00 / carton of 48 3 packs	n/a	The Access Group, Inc (Seattle, WA)
54	8520-5000-040	Kimono latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Mayer Labs	Bulk Non-Profit Price List / 02/14/02	\$85.00 (56.67%)	The Access Group, Inc (Seattle, WA)
55		Kimono latex condom, FDA approved, reservoir tip, non-lubricated, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Mayer Labs	N/A	N/A	N/A
56		<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>	Mayer Labs	\$12.00 / carton of 48 3 packs	n/a	The Access Group, Inc (Seattle, WA)
57	8520-5000-050	Latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Ansell Healthcare Products Inc.	Public Sector Price List effective September 1, 2000 LifeStyles Lubricated-Bulk packaged 1000 per case	31.80%	Ansell Healthcare Products, Inc.
58	8520-5000-050	Latex condom, FDA approved, reservoir tip, non-lubricated, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Ansell Healthcare Products Inc.	Public Sector Price List effective September 1, 2000 LifeStyles Non-Lubricated-Bulk packaged 1000 per case	20%	Ansell Healthcare Products, Inc.
59	8520-5000-050	<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>	Ansell Healthcare Products Inc.	Public Sector Price List - 9/1/2000 LifeStyles Lubricated 48 pkgs of 3 per carton	18.30%	Ansell Healthcare Products, Inc.

ITEM NO.	COMMODITY CODE	DESCRIPTION	MANUFACTURER	CATALOG NAME, NUMBER & EFFECTIVE DATE	DISCOUNT FROM CATALOG PRICE	VENDOR NAME
60	8520-5000-060	Latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Okamoto (Crown)	Bulk Non-Profit Price List / 02/14/02	\$42.00 (30.00%)	The Access Group, Inc (Seattle, WA)
61		<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>		\$12.00 / carton of 48 3 packs	n/a	The Access Group, Inc (Seattle, WA)
62	8520-5000-060	Latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Okamoto (Beyond 7)	Bulk Non-Profit Price List / 02/14/02	\$44.00 (32.59%)	The Access Group, Inc (Seattle, WA)
63		<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>		\$12.00 / carton of 48 3 packs	n/a	The Access Group, Inc (Seattle, WA)
64	8520-5000-070	Latex condom, FDA approved, reservoir tip, lubricated without Nonoxynol-9, overall burst volume defect rate of 1.5% or less, thickness of .7mm or greater as published in the Consumer Reports Condom Ratings, information on condom wrapper, outer package and product insert must state "condoms made of latex," must have three (3) year expiration date from the date of shipment to Department.	Paradise (InVigra)	Bulk Non-Profit Price List / 02/14/02	\$50.00 (40.00%)	The Access Group, Inc (Seattle, WA)
65		<b>OPTIONAL: Charge to package in quantities of three (3) condoms per package and bulk package in 144 condoms per carton (48 packages of three condoms per carton.</b>		\$12.00 / carton of 48 3 packs	n/a	The Access Group, Inc (Seattle, WA)
66		<b>Custom Instructional Insert (How to Use a Condom) Coordinated Design and Production</b>		One time set up charge of \$1000.00	n/a	The Access Group, Inc (Seattle, WA)

Contract Number: #8520-01  
Change Number #1  
Change Effective Date: IMMEDIATELY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES/VARIOUS  
Subject: TOILETRIES  
Contract Period: Effective date of MARCH 1, 1999 and Termination date of FEBRUARY 29, 2000  
Buyer Name: ANDY KOWATCH

CHANGE SUMMARY: CHANGE THE HEADING "DISCOUNT FROM CATALOG PRICE" , TO "(-) DISCOUNT FROM CATALOG PRICE; (+) CATALOG PRICE PLUS MARKUP". AN ITEM THAT IS PRECEDED BY A MINUS (-) , IS A DISCOUNT TAKEN FROM THE CATALOG PRICE; AN ITEM THAT IS PRECEDED BY A PLUS (+) , IS A PERCENTAGE OF MARKUP ADDED TO THE CATALOG PRICE.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

**Contract Number 8520-01 Item Sheets**

Toiletries

Item #	Comm. Code	Description/Manufacturer	Catalog Name, No./Effec. Date	(-) Discount fro Catalog Price; (+) Catalog Price Plus Markup	Vendor Name	FIN #
1	8520-2075-001	Airwick Industries, Inc	Airwick Professional Products	25%	Airwick Professional Products	23-1709662
2	8520-2415-001	Avianne Health Care Sys			No Bids Received- Not To Be Rebid- Cancelled	
3	8520-2005-001	U.S. Borax	U.S. Borax	-35%	Xpedx	13-0872805
4	8520-2120-001	Care Tech Laboratories-Div	Distributor Price 5/1/98	18.5%	Red Line Medical Supply	41-1261653
5	8520-1905-001	Convatec Skin Care (Previously Calgon)			No Award; Not to be rebid, Cancelled	
6	8520-2505-001	The Dial Corporation	Dial Commercial Mkt Div 7/1/99	-35%	Xpedx	13-0872805
7	8520-2420-002	Dermarite Products	Intelligent Skin Care 1/1/99	-25%	Dermarite Industries	223373950
8		Hospital Specialty			No Bids Received- Not To Be Rebid- Cancelled	
9	8520-2305-001	Mellocraft Soap	Sparkle Brands 1/1/998	-45%	Xpedx	13-0872805
10	8520-2420-001	Dermarite Products	Provon Brand Skin Care 1/1/98	-46%	Xpedx	13-0872805
11	8520-2025-001	Hospital Specialty	Skin Care Products 1/18/99	-45%	Xpedx	13-0872805
12	8520-1939-001	Steris Skin Care (Previously Calgon)	Consumables Products, 1/1/98	25%	Calgon Vestal Laboratories	34-148-2024
13	8520-2350-001	Sween Corporation	Dealer /Dist Price List 1/1/98 Gold Price Column	33% Is an Average ; However, Discounts are already depicted in the Net Gold Price	Colopast Corporation	58-1318988
14	8520-1900-001	A.H. Robins Mfgr.	Whitehall-Robins,#1,2/1/99	10%	Village Distributors	222716814
15	8520-2530-001	Aginah			No Bids Received- Not To Be Rebid- Cancelled	
16	8520-2190-001	Bristol Meyers	Bristol Meyers,#2,4/98	15%	Village Distributors	222716814
17	8520-2320-001	Cheseborough	Umileuer, #3 & #4 3/15/99	20%	Village Distributors	222716814
18	8520-2430-001	Clubman	Prof Price List 8/11/97	-20%	Edlis Inc	250457250
19	8520-2545-001	Colgate Palmolive	Colgate,#5,3/1/99	20%	Village Distributors	222716814
20	8520-2600-001	Concord			No Bids Received- Not To Be Rebid- Cancelled	
21	8520-2625-001	Consolidated Royal	Ansehl/Con. Royal 2/22/99		No Award; Not to be rebid, Cancelled	

**Contract Number 8520-01 Item Sheets**

Toiletries

Item #	Comm. Code	Description/Manufacturer	Catalog Name, No./Effec. Date	(-) Discount fro Catalog Price; (+) Catalog Price Plus Markup	Vendor Name	FIN #
22	8520-2650-001	Diane Prods.	#096 Sept.1, 1998	-30%	Edlis Inc	250457250
23	8520-2675-001	Gillette Co.	Gillette,#6,2/12/99	10%	Village Distributors	222716814
24	8520-2700-001	Infa Lab	Infa Lab 2/22/99		No Award; Not to be rebid, Cancelled	
25	8520-2725-001	Kimberly Clark	Kimberly Clark,#7,11/2/98	20%	Village Distributors	222716814
26	8520-2750-001	Lander Co.	Lander,#8,2/15/99	45%	Village Distributors	222716814
27	8520-2775-001	Mennen Co	Colgate,#5,3/1/99	20%	Village Distributors	222716814
28	8520-2800-001	Mi-Lor Corp.	Nutramax,#9,2/1/97	20%	Village Distributors	222716814
29	8520-2825-001	Norelco	Sug Retail June 27-Dec.31, 1998	-72%	Edlis Inc	250457250
30	8520-2850-001	Polident (Block)	Block,#11,4/1/99	20%	Village Distributors	222716814
31	8520-2875-001	Proctor & Gamble	Proctor & Gamble,#12,6/19/98	14%	Village Distributors	222716814
32	8520-2900-001	Remington			No Award; Not to be rebid, Cancelled	
33	8520-2925-001	Revlon, Inc	July '98	-40%	Edlis Inc	250457250
34	8520-2950-001	Robin Consumer	Whitehall,#1,2/1/99	15%	Village Distributors	222716814
35	8520-2975-001	Shulton, Inc	Proctor & Gamble,#12,6/19/98	14%	Village Distributors	222716814
36	8520-3000-001	Solar Prod	Solar Prod,#13,1999	-10%	Village Distributors	222716814
37	8520-3025-001	Stay-Free, Personal Product	Johnson & Johnson,#14,1/4/99	20%	Village Distributors	222716814
38	8520-2545-001	Colgate Palmolive	Colgate,#5,3/1/99	20%	Village Distributors	222716814
39	8520-3050-001	Smith Kline Beecham	Smithkline,#15,12/17/98	20%	Village Distributors	222716814
40	8520-3075-001	Security Personal Care		-25%	International Shaving Systems	95-3874957
41	8520-4000-001	International Shaving Systems		-25%	International Shaving Systems	95-3874957
42	8520-4025-001	C.R. Bard Medical/ Urologi	C.R. Bard Inc		No Award; Not to be rebid, Cancelled	
43	8520-2515-001	Geritrex Corp	Geritrex Corp		No Award; Not to be rebid, Cancelled	
44	8520-4050-001	Diverseylever	Grahm Distributing Co. Inc.		No Award; Not to be rebid, Cancelled	
45	8520-4075-001	Hygienix/ Waterbury Co	Grahm Distributing Co. Inc.		No Award; Not to be rebid, Cancelled	

Contract Number: #8520-01  
Change Number #2  
Change Effective Date: 8-10-99

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: TOILETRIES  
Contract Period: Effective date of MARCH 1, 1999 and Termination date of FEBRUARY 29, 2000  
Buyer Name: ANDY KOWACH

CHANGE SUMMARY: REFER TO AND CANCEL ITEM 29, COMMODITY CODE 8520-2825-001, NORELCO PRODUCTS, VENDOR IS EDLIS, INC. FIN 250457250. THIS ITEM WILL BE REBID.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

Contract Number: #8520-01  
Change Number #3  
Change Effective Date: IMMEDIATELY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: TOILETRIES  
Contract Period: Effective date of MARCH 1, 1999 and Termination date of FEBRUARY 29, 2000  
Buyer Name: ANDY KOWATCH

CHANGE SUMMARY:

CHANGE THE PHONE NUMBERS FOR THE STERIS CORPORATION (FIN341482024, ITEM 012, COMMODITY CODE 8520-1939-001) TO 800-243-5799, EXT. 2215 FOR PAT DILLON, DIRECT, AND 800-548-4873 FOR CUSTOMER SERVICE.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

Contract Number: #8520-01  
Change Number #4  
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: TOILETRIES  
Contract Period: Effective date of MARCH 1, 1999 and Termination date of FEBRUARY 29, 2000 (EXTENDED THRU 5/31/00)  
Buyer Name: ANDY KOWATCH

CHANGE SUMMARY:

The Commonwealth is exercising the option to extend this contract for up to three (3) months. The extension will cover the period through 5/31/2000 or until a new agreement is in place; whichever, occurs first.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

Contract Number: #8520-01, Rebid #1,  
Supplement #1  
Change Number #5  
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: TOILETRIES  
Contract Period: Effective date of NOVEMBER 1, 1999 and Termination date of FEBRUARY 29, 2000 (EXTENDED THRU  
5/31/00)  
Buyer Name: ANDY KOWATCH

CHANGE SUMMARY:

The Commonwealth is exercising the option to extend this contract for up to three (3) months. The extension will cover the period through 5/31/2000 or until a new agreement is in place; whichever, occurs first.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

Contract Number: #8520-01  
Change Number #6  
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All Using Agencies of the Commonwealth  
Subject: Toiletries  
Contract Period: Effective date of March 1 1999 and Termination date of February 2000 Ext. until 05/31/00  
Buyer Name: Richard H. Woodworth (717-787-4103)

CHANGE SUMMARY:

In accordance with the "Option To Renew" clause of Contract #8520-01, the contract is hereby being renewed for an additional one (1) year term, beginning March 1, 2000 and ending February 28, 2001.

In addition the following changes are hereby being made:

Regarding Line Item #10: "Description/Manufacturer"- Showing as "Dermarite", Should be changed to "PROVON";

Regarding Line Item #11: "Description/Manufacturer"- Showing as "Hospital Specialty", should be changed to "SANIFRESH";

Regarding Line Item #12: The following products are no longer available - "#NH272 Bactoshield 2", "#6281-08 Septisol Solution w/Triclosan", "#6281-48 Septisol Solution w/Triclosan", "#6281-24 Septisol Solution w/Triclosan", & "#1462-K6 Cal-Stat". The following substitutes are available - "#1322-39 Bactoshield CHG 2%, 4 Oz., 48 Per Case", "#1357-08 Septisol NPD w/Triclosan, 1 Gal., 4 Per Case", & "#1229-24 Medicated Soft 'N Sure, 1 Qt., 12 Per Case".

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

FIN: 25-0457250: EDLIS Inc., Attn: Robert Cohen, 327 Blvd. of Allies, Pittsburgh, PA 15222

FIN: 95-3874957: International Shaving Systems Inc, Attn: William Bonilla Jr, PO Box 5547, Garden Cove, CA 92846

FIN: 22-3373950: Dermalite Industries LLC, Attn: Mark Friedman, 168 E Main Street, Prospect Park, NJ 07508

FIN: 22-2727478: Avianne Health Care Systems/ Div WL Young, Attn: Robert Siconolfi, PO Box 461, Hasbrouck Heights,  
NJ 07604

Contract Number: #8520-01  
Change Number #7  
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All Using Agencies of the Commonwealth  
Subject: Toiletries  
Contract Period: Effective date of March 1, 1999 and Termination date of February 29, 2000 (Renewed thru  
thru February 28, 2001)  
Buyer Name: B41/Jack Banks/717-787-6586

CHANGE SUMMARY:

Renewal of the Contract

The subject contract with the exception of Line Item 33 is renewed by mutual consent of the Commonwealth of Pennsylvania and the present contractors for an additional one (1) year period, beginning March 1, 2001 through February 28, 2002.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

Contract Number: #8520-01  
Change Number #8  
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All Using Agencies of the Commonwealth  
Subject: Toiletries  
Contract Period: Effective date of March 1, 1999 and Termination date of February 29, 2000 (Renewed thru February 28, 2002)  
Buyer Name: B41/JackBanks/717-787-6586

CHANGE SUMMARY: New Price Lists

The following new price lists as submitted by Village Distributors (FIN # 22-2716814) shall be incorporated as part of this contract:

Item Number	Commodity Code	Manufacturer	Catalog Name
8	8520-2025-002	Hospital Speciality	Full Line Wholesale Price List, November 23, 2000
14	8520-1900-001	A.H. Robins Mfgr.	Whitehall,-Robins Healthcare, Price List, February 1, 2001
16	8520-2190-001	Bristol Myers	Direct Price List, January 2000 and Clairol Inc. Direct Price List, April 2000
17	8520-2320-001	Chesebrough	Unilever HPC-USA Price List effective dates between 9/15/99 and 11/29/00
19	8520-2545-001	Colgate-Palmolive	Government Price List, 10/15/2000
23	8520-2675-001	Gillette Co.	2001 Price List, January 1, 2001
25	8520-2725-001	Kimberly Clark	Price List, Feminine Products, 12/31/00
27	8520-2775-001	Mennen Co.	Colgate-Palmolive Government Price List, 10/15/2000

29	8520-2825-001	Norelco	Norelco Price List 2000
30	8520-2850-001	Polident (Block)	Consumer Products Price List (EDLP), 8/7/001
31	8520-2875-001	Proctor & Gamble	Proctor & Gamble Price List, 10/02/2000
34	8520-2950-001	Robin Consumer	Whitehall, January 11, 2001
35	8520-2975-001	Shulton, Inc.	Proctor & Gamble Price List, 10/02/2000
36	8520-3000-001	Solar Prod	2001 Price List
37	8520-3025-001	Stay-Free, Personal Products Co.	Direct Account Price List, March 6, 2000
38	8520-2545-001	Colgate-Palmolive	Government Price List, 10/15/2000
39	8520-3050-001	Smith Kline Beecham	Direct Customer Price List, 7/20/00

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL  
SECRETARY OF GENERAL SERVICES

Contract Number: 8520-01  
Change Number: 9  
Change Effective Date : 11/26/01

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: TOILETRIES  
Contract Period: Effective date of March 1, 1999 and Expiration date of FEBRUARY 29, 2000 (Renewed thru February 28, 2003)  
Buyer Name: B41/Toniann D. Noss/717-783-2090

CHANGE SUMMARY:

In accordance with the "Option To Renew" clause of Contract #8520-01, the contract is hereby being renewed for an additional one (1) year term, beginning March 1, 2002 through February 28, 2003.

The following Manufacturer/Vendor has chosen not to renew:

STERIS CORPORATION - (FIN #34-1482024) – LINE ITEM #12 (COMMODITY CODE #8520-1939-001)

DERMARITE INDUSTRIES LLC - (FIN #22-3373950) – LINE ITEM #7 (COMMODITY CODE #8520-2420-002) has changed their address to:

3 East 26<sup>th</sup> Street, Paterson, NJ 07513  
Telephone: (973) 569-9000  
Fax Number: (973) 569-9001

RED LINE MEDICAL SUPPLY - (FIN #41-1261653) – LINE ITEM #4 (COMMODITY CODE #8520-2120-001) has submitted a new Distributor Price List, effective May 15, 2001 for Care Tech Laboratories, Inc.

IN ADDITION, PLEASE NOTE THAT THE BUYER ASSIGNED TO THIS CONTRACT HAS CHANGED. THE NEW BUYER IS TONIANN D. NOSS, (717) 783-2090.

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

Contract Number: 8520-01  
Change Number: 10  
Change Effective Date : 12/24/01

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH  
Subject: TOILETRIES  
Contract Period: Effective date of MARCH 1, 1999 and Expiration date of February 29, 2000 (Renewed through February 28, 2003)  
Buyer Name: #41/Toniann D. Noss/717-783-2090/tnoss@state.pa.us

CHANGE SUMMARY:

This change is to inform all agencies that Airwick Professional Products/Philadelphia (FIN 23-1709662) has added two additional items to Line Item #1, Commodity Code #8520-2075-001 of the Toiletries Contract.

Epi-Soft foam lotion soap – Packaging: 6/750 ml – List price: \$54.24 – With Commonwealth's 25% discount: \$40.68

Epi-Soft foam antimicrobial soap – Packaging: 6/750 ml – List price: \$59.72 – With Commonwealth's 25% discount: \$44.79

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

Contract Number 8520-01  
Change Number: 11  
Change Effective Date : 2/6/02

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

**For:** ALL USING AGENCIES OF THE COMMONWEALTH  
**Subject:** TOILETRIES  
**Contract Period:** Effective date of MARCH 1, 1999 and Expiration date of FEBRUARY 29,2000 (RENEWED THROUGH FEBRUARY 28, 2003)  
**Buyer Name:** BUYER #41/TONIANN D. NOSS/717-783-2090/tnoss@state.pa.us

**CHANGE SUMMARY:** This is to inform all Agencies of the following changes:

STERIS CORPORATION – FIN#34-1482024 – Line Item #12 – Commodity Code #8520-1939-001 is being reinstated to the contract. The new contact person for this company is Kathy Conklin @ 440-392-7158 – fax number: 440-392-8902.

COLOPLAST – FIN#58-1318988 – Line Item #13 – Commodity Code #8520-2350-001 have discontinued the following products from the Conveen Incontinence Care line effective immediately:

Intermittent Catheters, Long/Adult 18FR	#5001
Intermittent Catheters, Long/Adult 20FR	#5002
Intermittent Catheters, Long/Adult 22FR	#5003
Intermittent Catheters, Coude 18FR	#5004
Intermittent Catheters, Coude 20FR	#5005
Intermittent Catheters, Olive Tip Coude 8FR	#5006
Intermittent Catheters, Olive Tip Coude 10FR	#5007
Intermittent Catheters, Olive Tip Coude 12FR	#5008
Intermittent Catheters, Olive Tip Coude 16FR	#5010
Intermittent Catheters, Olive Tip Coude 18FR	#5011
Intermittent Catheters, Olive Tip Coude 20FR	#5012

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

Contract Number: 8520-01  
Change Number: 12  
Change Effective Date : 3/1/03

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All Using Agencies of the Commonwealth  
Subject: Toiletries  
Contract Period: Effective date of March 1, 1999 and Expiration date of February 29, 2000 (renewed through February 29, 2003)  
Buyer Name: Toniann D. Noss/Buyer #41/717-783-2090 or [tnoss@state.pa.us](mailto:tnoss@state.pa.us)

CHANGE SUMMARY:

This notice is to advise all using agencies that the Commonwealth is exercising it's right to extend this contract for an additional three months – or until a new contract is in place, whichever occurs first.

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

Contract Reference Number: 8520-01  
Collective Number:  
Change Number: 1  
Change Effective Date: 5/31/04

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All using Agencies of the Commonwealth  
Subject: Toiletries: Beauty Supplies, Skin Care, Dentifrice  
Contract Period: Beginning June 1, 2003 and Ending May 31, 2004  
(renewed through May 31, 2005)  
Buyer Name: Toniann D. Noss/717-783-2090 or tnoss@state.pa.us

CHANGE SUMMARY:

This notice is to inform all using Agencies of the Commonwealth that this contract is being renewed for an additional year through May 31, 2005. All vendors will be extended with the exception of:

SSL Americas, Inc. – SAP Contract # 4600004369 – Vendor # 102563

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