

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of Cleaning Custodial Supplies (Dishwashing Chemicals) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”) and **Sanolite (“the Contractor”)**.

1. CONTRACT SCOPE/OVERVIEW:

This Contract, No. 7920-08 (Lot 2) (identified here and in other documents as the “Contract”), will cover the requirements of Commonwealth agencies for the procurement of certain Cleaning Custodial Supplies, as defined in the various contract documents.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of three years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all Cleaning Custodial Supplies, regardless of when added to the Contract, will expire at the end of the contract term.

3. CONTRACT RENEWALS: There will be options to renew for one (1) additional one year renewal. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated CWOPA will not renew the contract. If the contract is renewed the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

Implementation Process: Within two days after the Effective Date of this Contract, a joint implementation team will be formed between Contractor and the DGS. This team will prepare a customized implementation timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will remain in place for at least ninety (90) days after the roll out date to monitor and ensure the program's success. Contractor and DGS shall perform the tasks assigned to them by the due dates established by the timetable.

Quarterly or Semi-Annual Program Review/Reporting: Contractor may provide reports to DGS at the end of each calendar quarter of the contract term. The reports may include

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

C. On-Line Reporting: The Contractor will work with CWOPA to develop web based, customizable, on-demand reports. Reports will be accessible directly by CWOPA and exportable to standard electronic (Microsoft Excel) format. Reports will allow display and tracking of open orders.

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. 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. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. ORDERING: Contractor will work to develop a website for the Commonwealth which is programmed with only the Cleaning Custodial Supplies (Dishwashing Chemicals) covered in this Contract at the prices negotiated with the Commonwealth through the RFP process.

8. Product Conformance: The Department of General Services reserves the right to require the contractor to:

- Provide certified data from laboratory testing performed by the contractor, or performed by an independent laboratory, as specified by the Commonwealth.

- Supply published manufacturer product documentation.
- Permit a Commonwealth representative to witness testing at the contractor's location or at an independent laboratory.

9. MEETINGS : The Commonwealth requires the contractor to actively participate in regularly scheduled meetings with the CWOPA commodity manager to evaluate past performance, address any issues, and identify additional cost savings opportunities.

The Commonwealth of PA may work with the awarded contractor to add, remove or substitute products to our core item list to meet CWOPA's requirements in order to identify additional cost savings.

10. DELIVERIES: The Commonwealth requires that deliveries be made to each institution at normal working hours.

11. RESTOCKING FEES: There will be no restocking fees charged for items returned in accordance with this Contract.

12. INVOICING: Sanolite will work to develop electronic invoicing functionality for the Cleaning Custodial Supplies (Dishwashing Chemicals) covered in this Contract.

13. MINIMUM ORDER: The minimum order for shipments qualifying for F.O.B. delivered prices of all lots is \$50.00.

14. ACCEPTANCE: Acceptance will occur at thirty (30) days from invoice date, unless the product is rejected by CWOPA and/or installation occurs beyond thirty (30) days from invoice date due to delay caused by Contractor.

15. REMOVAL OF EQUIPMENT: At the conclusion of this contract Sanolite shall remove all equipment installed for the use of this contract. When the equipment is removed Sanolite will repair any holes that have remained after the equipment is removed.

16. DISADVANTAGED BUSINESS UTILIZATION: Any utilization by Contractor of MBE/WBE/EZ partners to provide products and services for Lot 2 Dishwashing Chemicals during the period between September 1, 2004, and the Effective Date will be included in Contractor's MBE/WBE/EZ utilization totals for this Contract.

17. KEY PERSONNEL: The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

(Name)	(Title)
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18. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Terry Rohrer
TRohrer@state.pa.us
Bureau of Purchases
P.O. Box 8365
Harrisburg, PA 17105-8365
717-787-5180

or

Bureau of Purchases
414 North Office Building
Harrisburg, PA 17125

Contractor shall direct all notices or inquiries to the Contracting Officer.



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

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Contract Number: 4600007753
Creation Date: 10/07/2004

Purchasing Agent:
 Name: Terry Rohrer
 Phone: 717-787-5180
 Fax: 717-783-6241
 E-mail: trohrer@state.pa.us
 Valid from/to: 10/07/2004 - 10/06/2007

Your vendor number with us: 101829
 Vendor Name/Address:
 SANOLITE CORPORATION
 26 PAPETTI PLAZA
 ELIZABETH NJ 07206-1421
 Vendor Fax Number: 908-353-6752

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: _____
 Our Quotation: _____

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Material/Service No.	Quantity	UOM	Price	Per Unit	TOTAL
00010	CLEANER, OXYGENATED	288555	0	Case	31.68	Case	0.00
Item text							
	PREEN	0804AM	4-8	LBC/CS			

00020	CLEANER, MULTI PURPOSE-DEGREASER	288556	0	Case	23.96	Case	0.00
Item text							
	FLASH	0516AD	4-1	GAL/CS			

00030	CLEANER, DELIMER	288557	0	Case	26.56	Case	0.00
Item text							
	SCALE & FILM S	0530AD	4-1	GALS/CS			

00040	DETERGENT, SOLID HIGH CAUSTIC	288558	0	Case	20.88	Case	0.00
Item text							
	SOLID SAFE	12024	4-6	LBS/CS			

00050	DETERGENT, SOLID POT & PAN	288559	0	Case	74.00	Case	0.00
Item text							

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



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Contract Number: 4600007753
Creation Date: 10/07/2004

Vendor Name:
 SANOLITE CORPORATION

Item	Description	Material/Service No.	Quantity	UOM	Price	Per Unit	TOTAL
	AQUARIUS	944120	4-5LBS/CS				
00060	DETERGENT, LIQUID POT & PAN	288560	0	gal US	27.50	gal US	0.00
Item text							
	MAGIC FF	0301AE	5 GAL DRUM				
00070	DETERGENT, WAREWASH-HIGH CAUSTIC	288561	0	Case	42.48	Case	0.00
Item text							
	SOLID SUPER SAVER	34107	4-9 LBS/CS				
00080	DETERGENT, SOLID	288562	0	Case	42.48	Case	0.00
Item text							
	SUPER SAVER CONC	SS9376	4-9 LBS/CS				
00090	DETERGENT, LOW FOAM MANUAL	288563	0	gal US	42.50	gal US	0.00
Item text							
	MAGIC LF	0344AE	5 GAL DRUM				
00100	DETERGENT, POWDER POT & PAN	288564	0	Case	32.00	Case	0.00
Item text							
	POT LUCK	0772AO	4-10 LBS/CS				
00110	PRESOAK, SILVERWARE	288565	0	Case	68.40	Case	0.00
Item text							
	SILVER BULLET	947924	4-6 LBS/CS				
00120	RINSE, ADDITIVE, SOLID	288566	0	Case	137.80	Case	0.00
Item text							
	REJOICE REJOIC	4-5LBS/CS					
00130	SANITIZER, QUAT	288567	0	Case	28.00	Case	0.00
Item text							
	NEW GR	0602AD	4-1 GAL/CS				
00140	NON-CORE CATALOG						
Item text							
	SANOLITE CATALOG						

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



REPRINT

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Contract Number: 4600007753

Creation Date: 10/07/2004

Vendor Name:

SANOLITE CORPORATION

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
	60% DISCOUNT OFF CATALOG LIST PRICE					
-----SUPPLEMENTAL INFORMATION-----						
NO FURTHER INFORMATION FOR THIS CONTRACT						

Currency: USD

999,999,999.00

ESTIMATED VALUE

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of Cleaning Custodial Supplies (Janitorial Supplies/Chemicals and Janitorial Paper Products) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”) and **xpedx (“the Contractor”)**.

1. CONTRACT SCOPE/OVERVIEW:

This Contract, No. 7920-08 (Lot3) (identified here and in other documents as the “Contract”), will cover the requirements of Commonwealth agencies for the procurement of certain Cleaning Custodial Supplies, as defined in the various contract documents.

2. a. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have **an initial term of two years**. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA have been obtained. The procurement of all Cleaning Custodial Supplies, regardless of when added to the Contract, will expire at the end of the contract term.

b. INTERIM EMERGENCY PERIOD: The products and services to be provided by the Contractor for Lot 3 Janitorial Paper Products have been approved by the Department of General Services as an emergency procurement, and the Contractor has submitted a letter dated July 19, 2004, containing terms for the supply and delivery of Janitorial Paper Products pending execution of this Contract. The Contractor may provide these products and services commencing August 1, 2004, based upon such emergency approval. Upon full execution of this Contract, all product purchases made during the period between August 1, 2004 and the Effective Date shall be merged into and covered by the terms of this Contract.

3. CONTRACT RENEWALS: There will be **options to renew for one (1) additional one year renewal**. In deciding whether to renew, CWOPA will review the Contractor's past performance under the Contract. Pricing for each one (1) year renewal option will be determined through contract negotiations. If prices cannot be successfully negotiated CWOPA will not renew the contract. If the contract is renewed the Terms and Conditions shall remain the same.

4. OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. Implementation Process: Within two days after the Effective Date of this Contract, a joint implementation team will be formed between Contractor and the DGS. This team will prepare a customized implementation timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will remain in place for at least ninety (90) days after the roll out date to monitor and ensure the program's success. Contractor and DGS shall perform the tasks assigned to them by the due dates established by the timetable.

B. Quarterly or Semi-Annual Program Review/Reporting: Contractor may provide reports to DGS at the end of each calendar quarter of the contract term. The reports may include

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

C. On-Line Reporting: The Contractor will work with CWOPA to develop web based, customizable, on-demand reports. Reports will be accessible directly by CWOPA and exportable to standard electronic (Microsoft Excel) format. Reports will allow display and tracking of open orders.

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. 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. Local public procurement units, which elect to participate in the contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splechter@state.pa.us, as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. Minimum Percentage of Post-Consumer Content and Mill Certification for Lot # 3 The Contractor must adhere to the recycle content for Facial Tissues, Paper Towels, Toilet Paper and General purpose Industrial Wipers in the Standard Contract Terms and Conditions.

The mill certification must be completed and signed by the mill before payment will be made to the successful contractor for delivered items. The Commonwealth shall have no obligation to pay for the item(s) until a properly completed and signed manufacturer/mill certification is submitted for the delivered item(s).

8. ORDERING: Contractor will work to develop a website for the Commonwealth which is programmed with only the Cleaning Custodial Supplies (Janitorial Supplies/Chemicals and Janitorial Paper Products) covered in this Contract at the prices negotiated with the Commonwealth through the RFP process. This website will be available for punchout from the Commonwealth's SAP system via the creation of an interface. The following fields, at a minimum, must be available to be pulled back into the Commonwealth's SAP system from the website: Item Description, Item Part Number, Quantity, Unit of Measure, Unit Price, Extended Price.

9. Product Conformance: The Department of General Services reserves the right to require the contractor to:

- Provide certified data from laboratory testing performed by the contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- Supply published manufacturer product documentation.
- Permit a Commonwealth representative to witness testing at the contractor's location or at an independent laboratory.

Meetings : The Commonwealth requires the contractor to actively participate in regularly scheduled meetings with the CWOPA commodity manager to evaluate past performance, address any issues, and identify additional cost savings opportunities.

The Commonwealth of PA may work with the awarded contractor to add, remove or substitute products to our core item list to meet CWOPA's requirements in order to identify additional cost savings.

DELIVERIES: The Commonwealth requires that deliveries be made to each institution at normal working hours.

10. RESTOCKING FEES: There will be no restocking fees charged for items returned in accordance with this Contract.

11. INVOICING: Xpedx will work to develop electronic invoicing functionality for the Cleaning Custodial Supplies (Janitorial Supplies/Chemicals and Janitorial Paper Products) covered in this Contract.

12. MINIMUM ORDER: The minimum order for shipments qualifying for F.O.B. delivered prices of all lots is \$50.00.

13. ACCEPTANCE: Acceptance will occur at thirty (30) days from invoice date, unless the product is rejected by CWOPA and/or installation occurs beyond thirty (30) days from invoice date due to delay caused by Contractor.

14. **DISADVANTAGED BUSINESS UTILIZATION:** Any utilization by Contractor of its designated MBE/WBE/EZ partners to provide products and services for Lot 3 Janitorial Paper Products during the period between August 1, 2004, and the Effective Date will be included in Contractor's MBE/WBE/EZ utilization totals for this Contract.

15. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

_____ (Name)	_____ (Title)
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16. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Terry Rohrer TRohrer@state.pa.us Bureau of Purchases P.O. Box 8365 Harrisburg, PA 17105-8365 717-787-5180	or	Bureau of Purchases 414 North Office Building Harrisburg, PA 17125
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Contractor shall direct all notices or inquiries to the Contracting Officer.



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

ORIGINAL Page 1 / 2
Contract Number: 4600007751
Creation Date: 10/05/2004

Purchasing Agent:
 Name: Terry Rohrer
 Phone: 717-787-5180
 Fax: 717-783-6241
 E-mail: trohrer@state.pa.us
 Valid from/to: 10/06/2004 - 10/05/2006

Your vendor number with us: 102381
 Vendor Name/Address:
 XPEDX
 211 HOUSE AVE
 CAMP HILL PA 17011-2306
 Vendor Fax Number: 717-612-3105

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: _____
 Our Quotation: _____

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	PAPER, FACIAL TISSUE 288568	0	Case	26.40	Case	0.00
00020	TOWEL, C-FOLD 288569	0	Case	10.19	Case	0.00
00030	TOWEL, MULTIFOLD 288570	0	Case	10.64	Case	0.00
00040	TOWEL, 9" X 11" KITCHEN ROLL 288571	0	Case	13.24	Case	0.00
00050	TOWEL, 8" X 800' 1 PLY ROLL 288572	0	Case	22.20	Case	0.00
00060	PAPER, TOILET TISSUE, 4.5" X 4.5" 1 PLY 288573	0	Case	28.41	Case	0.00
00070	NON-CORE CATALOG Item text XPEDX CATALG 45% OFF CATALOG LIST PRICE					

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



ORIGINAL

Page 2 / 2

Contract Number: 460007751

Creation Date: 10/05/2004

Vendor Name:

XPEDX

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

9,999,999.00

ESTIMATED VALUE

Exhibit A

SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Contract For The Supply And Delivery of Cleaning Custodial Supplies (Dilution Control Chemicals) between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”) and **Ecolab, Inc.** (“the Contractor”).

1. CONTRACT SCOPE/OVERVIEW:

This Contract, No. 7920-08 (Lot 4) (identified here and in other documents as the “Contract”), will cover the requirements of Commonwealth agencies for the procurement of certain Cleaning Custodial Supplies, as defined in the various contract documents.

2. CONTRACT TERM: The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of three years. The Effective Date shall be fixed by the Issuing Officer after the contract has been fully executed by the awarded contractor and by the Commonwealth and all approvals required by the Commonwealth have been obtained. The procurement of all Cleaning Custodial Supplies, regardless of when added to the Contract, will expire at the end of the contract term.

3. CONTRACT RENEWALS: This Contract, or any part of this Contract, may be renewed for an additional one-year period by mutual agreement between the Contractor and the Commonwealth. In deciding whether to renew, the Commonwealth will review the Contractor’s past performance under the Contract. Pricing for the one-year renewal term will be determined through contract negotiations. If prices cannot be successfully negotiated, the Commonwealth will not renew the contract. If the Contract is renewed, the same terms and conditions shall apply.

4. OPTION TO EXTEND: DGS reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary to enter into a new contract.

5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

A. 1. Implementation Process: A joint implementation team will be formed between the Contractor and DGS within two days after the Effective Date of this Contract. This team will prepare a customized implementation timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will remain in place for at least ninety (90) days after full implementation to monitor and ensure the program’s success. Contractor and DGS shall perform the tasks assigned to them by the due dates established by the timetable. Procedures mutually agreed upon by the parties resulting from the Implementation Process shall be documented in writing and will automatically become a material part of this Exhibit and the Contract, without the necessity of any further instrument.

2. Implementation Plan: Contractor and the Commonwealth will mutually determine installation dates for each Commonwealth facility to facilitate an orderly conversion from previous contractor(s) and product(s). Facilities will be allowed to deplete existing dilution control chemicals inventory prior to purchasing the Contractor’s products through this Contract.

B. Quarterly or Semi-Annual Program Review/Reporting: Contractor shall provide reports to DGS at the end of each calendar quarter of the contract term. The reports shall include:

- Performance data
- Usage data
- Reporting processes
- Process improvements and cost saving opportunities
- Recap current year's accomplishments
- Set goals for following year
- Other areas as necessary

C. Reporting: Reports will be accessible in paper and standard electronic (Excel) format. Reports will be available five (5) days after the close of the reporting month. The Contractor will work with the Commonwealth to develop web based, customizable, on-demand reports.

D. Customer Service:

1. As described in its Technical Submittal, Contractor agrees to:
 - maintain a toll-free telephone number for customer service for this Contract
 - page Contractor Local Representatives who will contact the Commonwealth facility within one hour for service issues
 - maintain parts on hand with its service representatives and at critical locations
 - resolve service issues within 24 hours
2. The Commonwealth will be able to track order status by:
 - calling the Contractor's Customer Service Number
 - accessing MyEcolab.com for online orders

The Contractor will work to develop an SAP-compatible interface for viewing order status online.

E. Security: Contractor will be responsible for ensuring that all personnel, equipment, tools, keys and supplies/materials comply with any and all rules, regulations, and procedures of each Commonwealth agency, building and facility. The individual building's or facility's rules, regulations and procedures governing the entry and conduct of staff working inside the building/facility will be made available and explained at the point of entry.

All contractor personnel entering a Commonwealth building or facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines.

All equipment, tools supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use.

No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a Commonwealth building or facility.

Each agency reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published rules, regulations or procedures.

All contractor personnel must be in possession of a valid identification with a recent, clear photo in order to enter a Commonwealth building or facility.

All employees of the Contractor who work inside a security perimeter must submit to a background investigation conducted by the specific agency. The Contractor must submit the name, social security number, driver's license number, and date of birth for each and every employee providing services at a secure facility. The personnel background investigations will be processed at no cost to the Contractor.

6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. 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. Local public procurement units electing to participate in this Contract will order items directly from the Contractor and will be responsible for payment directly to the Contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania, Department of General Services as a party.

Contractor is required to participate in the Commonwealth's COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with the Department of General Services and elect to participate in the contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with Department of General Services.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us, as well as trohrer@state.pa.us. Each report shall indicate the name and address of Contractor, contract number, and period covered by the report. The following information shall be listed on the report for each order received:

- Item No. (If applicable)
- Material Code (If applicable)
- Description
- Quantity
- Unit Price
- Total Price
- Local Public Procurement Unit

Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

7. PIBH (Pennsylvania Industries for the Blind and Handicapped):

Pennsylvania Industries for the Blind and Handicapped (PIBH) is the Pennsylvania marketing organization for agencies for persons with disabilities that utilize persons with disabilities in 75% of the direct labor of manufacturing supplies. For this Contract, DGS has identified the items listed below that will be furnished by Contractor to Commonwealth agencies using PIBH as the supplier/manufacturer

PIBH will provide the dilution control chemicals and equipment for these locations:

- i. Bald Eagle State Park*
- ii. Chapman State Park*
- iii. Bendigo State Park*
- iv. Caledonia State Park*
- v. Francis Slocum State Park*
- vi. Greenwood Furnace State Park*
- vii. Lackawanna State Park*
- viii. Lyman State Park*
- ix. Ohio State Park*
- x. Presque Isle State Park*
- xi. Neshaminy State Park*
- xii. Prince Gallitzin State Park*
- xiii. Pymatuning State Park*
- xiv. Raccoon Creek State Park*
- xv. Reeds Gap State Park*
- xvi. Tobyhanna State Park*
- xvii. Yellow Creek State Park*
- xviii. Gifford Pinchot State Park*

8. ORDERING: Contractor will work to develop a website for the Commonwealth which is programmed with only the Cleaning Custodial Supplies (Dilution Control Chemicals) covered in this Contract at the prices negotiated with the Commonwealth through the RFP process. This website will be available for punchout from the Commonwealth's SAP system via the creation of an interface. The following fields, at a minimum, must be available to be pulled back into the Commonwealth's SAP system from the website: Item Description, Item Part Number, Quantity, Unit of Measure, Unit Price, Extended Price.

9. DELIVERIES: The Commonwealth requires that deliveries be made to each facility during normal working hours.

10. RESTOCKING FEES: There will be no restocking fees charged for items returned in accordance with this Contract.

11. INVOICING: The Contractor will work to develop electronic invoicing functionality for the Cleaning Custodial Supplies (Dilution Control Chemicals) covered in this Contract.

12. MINIMUM ORDER: There is no minimum order for shipments qualifying for F.O.B. delivered prices.

13. **KEY PERSONNEL:** The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

(Name)	(Title)
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14. **CONTRACTING OFFICER:** The Contracting Officer for this Contract is:

Terry Rohrer TRohrer@state.pa.us Bureau of Purchases P.O. Box 8365 Harrisburg, PA 17105-8365	or	Bureau of Purchases 414 North Office Building Harrisburg, PA 17125
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Contractor shall direct all notices or inquiries to the Contracting Officer.

Lot 4 - Dilution Control Chemicals

DILUTION CONTROL CHEMICALS QUOTING SHEET: Please enter the 'F.O.B. Delivered' price for each core item (cells shaded in yellow) to establish pricing during the auction. Once the auction has ended and the final F.O.B. delivered pricing has been established, Contractors must then update the cells highlighted in 'Blue' (Diluted Use Cost Per Gallon) accordingly prior to submitting the Offline Workbook to CWOPA.

Dept. of General Services

TOTAL PRICE SUBMITTAL FOR DILUTION CONTROL CHEMICALS \$ 559,000

Total Price Submittal will calculate automatically using the 'Total F.O.B. Extended Cost' column once all yellow cells are fully populated. All Cells must be complete for consideration. The Total Price Submittal shown in the red box will be entered into the online tool.

Part I: Core List Items

Category	Specifications	Acceptable Concentrate Container Size Range	Unit Of Measure	Projected Volume in Diluted Gallons	Current Catalog List Price (\$ Per Case for Concentrate)	F.O.B. Delivered Pricing to CWOPA (\$ Per Case of Concentrate)	Diluted Use Cost Per Gallon (Based on F.O.B. Delivered Pricing for CWOPA)	Dilution Ratio (Concentrate and unit of measure; Water and unit of measure)	Projected Volume for # of Cases of Concentrate	Manufacturer Name	Product Name	Manufacturer Part Number	Product Description	Pack Size (Container Size / # of Containers per Case)	Total Catalog List Price Extended Cost	Total F.O.B. Delivered Extended Cost
Disinfectant - Heavy Duty	Used For: Bathroom, Showers, Water-fountains, Jail Cells, Door Knobs, etc. Specifications: 1) Must be registered with the EPA and PA Department of Agriculture as a Heavy Duty Disinfectant 2) Must be Quaternary 3) Must be able to be diluted at ratios for heavy duty and general cleaning	All sizes up to 2.5 Gallons	Case	218,090	\$84.63	\$34.00	\$0.080	.75:128	508	Ecolab Inc.	Quik-Fill 930	62380268	Disinfectant Cleaner	2.5 gal.	\$42,992.04	\$17,272.00
Disinfectant - General				2,553,304			\$0.053	5:128	3961						\$335,219.43	\$134,674.00
Sanitizer	Used For: Food Service, Healthcare, Pots, Pans, Table Tops Specifications: 1) Must be registered with the EPA and PA Department of Agriculture as a Sanitizer 2) Must be Quaternary	All sizes up to 2.5 Gallons	Case	2,886,545	\$88.88	\$30.00	\$0.023	.25:128	2196	Ecolab Inc.	Oasis 144	14191	Quat Sanitizer	2.5 gal.	\$195,180.48	\$65,880.00
General/All/Multi Purpose - Heavy Duty	Used For: Floors, Walls, Surfaces, Glass (Non Food Contact Surface) Specifications:			25,178			\$0.193	2:128	157				All Purpose Cleaner		\$14,635.54	\$4,859.15
General/All/Multi Purpose - General	1) Must meet ASTM Standards for General Purpose 2) Must be able to be diluted at ratios for both heavy duty and general cleaning 3) Must be Green Seal certified or meet Green Seal standards (Please see www.greenseal.org)	All sizes up to 2.5 Gallons	Case	1,752,311	\$93.22	\$30.95	\$0.097	1:128	5458	Ecolab Inc.	Oasis 139G	17704		2.5 gal.	\$508,794.76	\$168,925.10
Degreaser - Heavy Duty	Used For: Floors, Walls, Surfaces, Glass (Non Food Contact Surface) Specifications:			299,988			\$0.188	2:128	188				All Purpose Cleaner and Degreaser		\$13,103.60	\$5,640.00
Degreaser - General	1) Must meet ASTM Standards for General Purpose 2) Must be able to be diluted at ratios for both heavy duty and general cleaning	All sizes up to 2.5 Gallons	Case	218,787	\$69.70	\$30.00	\$0.094	1:128	69	Ecolab Inc.	Oasis 133	14175		2.5 gal.	\$4,809.30	\$2,070.00
Bathroom Cleaner	Used For: Urinals, Sinks, Toilets Specifications: 1) Non-Acid 2) Must meet ASTM Standards for Bathroom Cleaner 3) Should not be harmful to metal 4) Must be Green Seal certified or meet Green Seal standards (Please see www.greenseal.org)	All sizes up to 2.5 Gallons	Case	122,049	\$115.10	\$30.06	\$0.564	6:128	2289	Ecolab Inc.	Oasis 305G	17705	Bathroom Cleaner	2.5 gal.	\$263,463.90	\$68,807.34
Glass Cleaner	Used For: Mirrors, Windows Specifications: 1) Non-Ammonia 2) Streak-Free 3) Must meet ASTM Standards for Glass Cleaner 4) Must be Green Seal certified or meet Green Seal standards (Please see www.greenseal.org)	All sizes up to 2.5 Gallons	Case	165,935	\$112.16	\$29.21	\$0.548	6:128	3111	Ecolab Inc.	Oasis 258G	17700	Glass Cleaner	2.5 gal.	\$348,929.76	\$90,872.31

PART II: Discount Off Catalog List

TOTAL CATALOG LIST PRICE: For Core Items	\$1,727,129
TOTAL F.O.B. DELIVERED PRICE: For Core Items	\$559,000
AVERAGE % DISCOUNT OFF CATALOG LIST PRICE:	68%
Manually enter your % Discount Off Catalog List Price Applied To All "Other" Dilution Control Chemical items NOT Listed. The % Discount Off Cannot Be Greater Than The Average % Discount Off Catalog List Price Calculated Above.	50%

Contract Reference Number: 7920-08
SAP Number:4600007753
Change Number : 1
Change Effective Date : 11/01/2004

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

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Janitorial & Cleaning Supplies - Dishwashing
Contract Period: Effective date of 10/07/2004 and Expiration date of 9/30/2007
Buyer Name: ROHRER/44

CHANGE SUMMARY: This contract is suspended in its entirety until further notice.

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

Contract Reference Number: 7920-08
SAP Number: 4600007753
Change Number : 2
Change Effective Date : 12/08/2004

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

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Janitorial & Cleaning Supplies - Dishwashing
Contract Period: Effective date of 10/07/2004 and Expiration date of 9/30/2007
Buyer Name: ROHRER/44

CHANGE SUMMARY: The dishwashing chemical contract is suspended in its entirety until further notice. SAP #4600007753.
The Paper Products contract 4600007751 is not affected.

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

Contract Reference Number: 7920-08
SAP Number:4600007751
Change Number : 3
Change Effective Date : 12/09/2004

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

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Janitorial & Cleaning Supplies – Paper Products
Contract Period: Effective date of 10/07/2004 and Expiration date of 9/30/2007
Buyer Name: ROHRER/44

CHANGE SUMMARY: Material # 290902 was added to the Core List on the contract in SAP. This is a white roll paper towel to use in place of # 288572. The “new” roll towel has 1000’ on a roll and the brown towel has 800’ on a roll.

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

Contract Reference Number: 7920-08
Contract Number: 4600008005
Change Number: 4
Change Effective Date: 2/15/2005

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

For: All using Agencies of the Commonwealth
Subject: Janitorial & Cleaning Supplies – Dilution Control
Contract Period: Effective date of 01/11/2005 and Expiration date of
01/11/2008
Buyer Name: **ROHRER/44**

CHANGE SUMMARY: Xpedx will deliver and bill Ecolab products.

Below are the following telephone numbers to call:
Installation – Wayne Moeller – 201-978-2356
Equipment service – Customer Service - 800-352-5326
Ordering– Xpedx - 800-321-1804 fax # 800-493-9250

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