

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 03/02/16**Expiration Date:** 06/30/19**Master Agreement Description:** Gloves, Latex, Nitrile, Box & Case Lots, Statewide Use**Buyer Information**

Debbie Jacques

207-624-7890 ext.

DEBBIE.JACQUES@MAINE.GOV

Issuer Information

MARY BROCHU

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Requestor Information

Mark S Mccarthy

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Authorized Departments

ALL

Vendor Information**Vendor Line #: 1****Vendor ID**

VS0000017042

Vendor Name

Glove Box, Inc.

Alias/DBA

Glove Box, Inc.

Vendor Address Information

PO Box 410392

Charlotte, NC 28241

US

Vendor Contact Information

Donald Kim

704-248-6696 ext.

don@gloveboxinc.com

Commodity Information

Vendor Line #: 1

Vendor Name: Glove Box, Inc.

Commodity Line #: 1

Commodity Code: 20142

Commodity Description: Gloves, Latex, Nitrile, Box & Case Lots, Statewide Use

Commodity Specifications: Second Extension

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

4

Free on Board

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

Glove Box Gloves

Discount

0.0000 %

Discount Start Date

03/02/16

Discount End Date

06/30/19

Gloves, Latex, Nitrile
Contract Terms and Conditions
MA 160301-128

COMMODITY: Gloves, Nitrile, Individual boxes and cases

CONTRACT PERIOD: Immediately through March 2, 2017. A one (1) year contract with the option of two (2) one (1) year renewals.

First Renewal Period through March 2, 2018.

Second Renewal Period through February 28, 2019, extended to June 30, 2019.

EXTENSION OF CONTRACT: The Director of Purchases may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Purchases reserves the right to cancel a contract with a thirty day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

PRICES: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract

QUANTITIES: It is understood and agreed that the contract will cover the actual quantities ordered by the Department, over the length of the contract. **Individual boxes of gloves can be ordered using this contract however when it is possible it is requested that CASE amounts be ordered.**

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases' Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

DELIVERY: Contractor MUST ship all items FOB destination with in seven (7) calendar days.

The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PURCHASES

Municipality Political Subdivision and School District
Participation Certification

RFQ # 03A 160129-511

Gloves, Latex, Nitrile, Vinyl, Box & Case Lots
Statewide Use

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Bidder's Organization Name: The Glove Box, Inc.

Authorized By: Donald Kim 

Date: March 4, 2016

The Division of Purchases is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows: _____

No

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

1. WARRANTY: Contractor warrants:

- a. That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended, and
- b. That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within 1 year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

2. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state or local sales, or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

3. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, The Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

5. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. Division of Purchases at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order number, vendor number and other essential particulars, must be forwarded promptly to the ordering agency concerned by the vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

7. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this agreement because of the inability of the parties to agree on an adjustment or adjustments.

8. **DEFAULT:** The Division may terminate the whole or any part of this agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

9. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

11. **DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this agreement and the fulfillment of this agreement on the part of the contractor.

12. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this agreement.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement.

14. **SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

15. **WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of contractor with respect to such future performance shall continue in full force and effect.

16. **MSDS:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

17. **COMPETITION:** By accepting this Purchase Order, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
068-6-Box	Glove Box, Inc	AHC	068-6	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, SM,Box	Box/Package of 100 Gloves	Box	\$ 3.51	3
068-6-Case	Glove Box, Inc	AHC	068-6	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, SM,Case	Case	Case	\$ 35.10	3
068-7-Box	Glove Box, Inc	AHC	068-7	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, MED,Box	Box/Package of 100 Gloves	Box	\$ 3.51	3
068-7-Case	Glove Box, Inc	AHC	068-7	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, MED,Case	Case	Case	\$ 35.10	3
068-8-Box	Glove Box, Inc	AHC	068-8	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, LG,Box	Box/Package of 100 Gloves	Box	\$ 3.51	3
068-8-Case	Glove Box, Inc	AHC	068-8	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, LG,Case	Case	Case	\$ 35.10	3
068-9-Box	Glove Box, Inc	AHC	068-9	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, XL,Box	Box/Package of 100 Gloves	Box	\$ 3.51	3
068-9-Case	Glove Box, Inc	AHC	068-9	20142	Glove, Nitrile Exam, Powder Free, Blue, Tex Finger, XL,Case	Case	Case	\$ 35.10	3
6392W-Box	Glove Box, Inc	Life Guard	6392W	20142	Glove, Nitrile, Powder Free, White, Small, Box	Box/Package of 100 Gloves	Box	\$ 3.95	4
6392W-Case	Glove Box, Inc	Life Guard	6392W	20142	Glove, Nitrile, Powder Free, White, Small, Case	Case	Case	\$ 39.50	4
6393W-Box	Glove Box, Inc	Life Guard	6393W	20142	Glove, Nitrile, Powder Free, White, Medium, Box	Box/Package of 100 Gloves	Box	\$ 3.95	4
6393W-Case	Glove Box, Inc	Life Guard	6393W	20142	Glove, Nitrile, Powder Free, White, Medium, Case	Case	Case	\$ 39.50	4
6394W-Case	Glove Box, Inc	Life Guard	6394W	20142	Glove, Nitrile, Powder Free, White, Large Case	Case	Case	\$ 39.50	4
6394W-Box	Glove Box, Inc	Life Guard	6394W	20142	Glove, Nitrile, Powder Free, White, Large, Box	Box/Package of 100 Gloves	Box	\$ 3.95	4
6395W-Case	Glove Box, Inc	Life Guard	6395W	20142	Glove, Nitrile, Powder Free, White, XL Case	Case	Case	\$ 39.50	4
6395W-Box	Glove Box, Inc	Life Guard	6395W	20142	Glove, Nitrile, Powder Free, White, XL, Box	Box/Package of 100 Gloves	Box	\$ 3.95	4
6390W-Case	Glove Box, Inc	Life Guard	6390W	20142	Glove, Nitrile, Powder Free, White, 2X Case	Case	Case	\$ 39.50	4
6390W-Box	Glove Box, Inc	Life Guard	6390W	20142	Glove, Nitrile, Powder Free, White, 2X, Box	Box/Package of 100 Gloves	Box	\$ 3.95	4
777-5-Box	Glove Box, Inc	AHC	777-5	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, XS, Box	Box/Package of 100 Gloves	BOX	\$5.22	4
777-5-Case	Glove Box, Inc	AHC	777-5	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, XS, Case	Case	Case	\$52.20	4
777-6-Box	Glove Box, Inc	AHC	777-6	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, SM, Box	Box/Package of 100 Gloves	BOX	\$5.22	4
777-6-Case	Glove Box, Inc	AHC	777-6	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, SM, Case	Case	Case	\$52.20	4
777-7-Box	Glove Box, Inc	AHC	777-7	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, MED, Box	Box/Package of 100 Gloves	BOX	\$5.22	4
777-7-Case	Glove Box, Inc	AHC	777-7	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, MED, Case	Case	Case	\$52.20	4
777-8-Box	Glove Box, Inc	AHC	777-8	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, LG, Box	Box/Package of 100 Gloves	BOX	\$5.22	4
777-8-Case	Glove Box, Inc	AHC	777-8	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, LG, Case	Case	Case	\$52.20	4
777-9-Box	Glove Box, Inc	AHC	777-9	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, XL, Box	Box/Package of 100 Gloves	BOX	\$5.22	4
777-9-Case	Glove Box, Inc	AHC	777-9	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, XL, Case	Case	Case	\$52.20	4
777-0-Box	Glove Box, Inc	AHC	777-0	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, 2X, Box	Box/Package of 100 Gloves	BOX	\$5.22	4
777-0-Case	Glove Box, Inc	AHC	777-0	20142	Glove, Nitrile, Powder Free, Black, 6 Mil, 2X, Case	Case	Case	\$52.20	4