MODIFICATION

State of Maine



Master Agreement

Effective Date: 03/01/17 Expiration Date: 02/29/20

Master Agreement Description: Cleaning Compounds, Bulk, Dispensers and Service

Buyer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

CAROL DAVIS 207-941-4013 ext. CAROL.DAVIS@MAINE.GOV

Requestor Information

Cynthia Michaud 207-624-4680 ext. CYNTHIA.MICHAUD@MAINE.GOV

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID Vendor Name
VC1000027097 ECOLAB INC
Alias/DBA

Vendor Address Information

370 N WABASHA ST

ST PAUL, MN 55102

US

Vendor Contact Information

BRUCE KOTTOM

651-250-2892 ext.

bruce.kottom@ecolab.com

Commodity Information

Vendor Line #: 1

Vendor Name: ECOLAB INC

Commodity Line #: 1

Commodity Code: 48500

Commodity Description: Cleaning Compounds, Bulk, Dispensers and Service

Commodity Specifications:

Commodity Extended Description: Master Agreement (MA) for various bulk cleaning compounds, associated dispensers

and services to be used by ALL State of Maine departments, statewide.

QuantityUOMUnit Price0.00000\$0.00

Delivery Days Free on Board

0

Contract Amount Service Start Date Service End Date

\$0.00

 Catalog Name
 Discount

 MA 170208 092 Ecolab
 0.0000 %

Discount Start Date Discount End Date

03/01/17 02/29/20

<u>Janitorial Supplies</u> <u>Contract Terms and Conditions</u> <u>MA 170208-092</u>

COMMODITY: Laundry Detergents, Janitorial & Dishwashing Compounds, Dispensers & Service

CONTRACT PERIOD: Initial term March 1, 2017 through February 28, 2019 with the option of two (2) additional one (1) one year renewal periods.

First Extension: March 1, 2019 through February 29, 2020

CONTACT PERSON: The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Bruce Kottom, **Tel:** 651-250-2892

Email: bruce.kottom@ecolab.com

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

<u>CANCELLATION OF CONTRACT:</u> 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 all statewide Departments and Agencies, over the length of the contract.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

PROCURMENT 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** inspect all items thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. Items must be received within four (4) calendar days from receiving order from Department. 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.

QUARTERLY REPORT: The Division of Purchases **requires a quarterly report of sales** be faxed to 207-287-6578 or emailed to <u>Debbie.Jacques@maine.gov</u> within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the Master Agreement number, individual product part number, dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments. Failure of vendor to send report can result in termination of MA.

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

Municipality Political Subdivision and School District Participation Certification

RFQ # 18P 170111-429

Cleaning Compounds, Bulk, Dispensers and Service

Authorized By: _	Bruce Kottom	Bur	Kotton
Date: 1/26	12017		
subdivisions and	school districts in Mai	ne by allowing ther	sing opportunities for municipalities, political m access, through our vendors, to our contract these entities will be taken into consideration in
Will you accept or	ders from political sub-	divisions and schoo	districts in Maine at the prices quoted?
X Yes			
Yes with con	ditions as follows:		

Specifications

LAUNDRY DETERGENTS, JANITORIAL & DISHWASHING COMPOUNDS

SCOPE: This Master Agreement (MA) will cover the normal requirements for delivery and service to State of Maine facilities and institutions listed for laundry, janitorial and dishwashing compounds.

Current service locations include:

RIVERSIDE PSYCHIATRIC CENTER, AUGUSTA, ME 04330.

DOROTHEA DIX, BANGOR, ME 04401

MAINE STATE PRISON, WARREN, ME 04864

MAINE STATE PRISON, (BOLDUC UNIT), WARREN, ME 04864

MAINE CORRECTIONAL CENTER, WINDHAM, ME 04082

LONG CREEK YOUTH DEVELOPMENT CENTER, PORTLAND, ME 04106

MOUNTAINVIEW YOUTH DEVELOPMENT CENTER, CHARLESTON, ME 04422

CHARLESTON CORRECTIONAL FACILITY, CHARLESTON, ME 04422

DOWNEAST CORRECTIONAL FACILITY, BUCKS HARBOR, ME 04618

SOUTHERN MAINE WOMEN'S REENTRY CENTER, 2 LAYMAN WAY, ALFRED, ME 04002

GOV. BAXTER SCHOOL FOR THE DEAF, MACWORTH ISLAND, ME 04105

ME LAW ENFORCEMENT & CRIMINAL JUSTICE ACADEMY, VASSALBORO, ME

ELIZABETH LEVINSON CENTER, BANGOR, ME 04401

Due to the changing scope of State operations some of the listed facilities may not require service for the entire term of the Master Agreement, other facilities may be added.

SERVICE REQUIREMENTS

VENDOR VISITATIONS: Vendor is to visit all using agencies within two weeks after the Master Agreement goes into effect and then make minimally monthly visits, more frequently if requested by using agencies, thereafter. The vendor will be required to analyze each agencies needs and submit a wash formula that will insure that the agency obtains the best possible results from the products under contract.

DISPENSING EQUIPMENT: Shall include furnishing, installation and maintenance of automatic electronic dispensing equipment compatible with the user's laundry machines. The vendor on a loan basis shall provide this equipment for the duration of the MA. In addition, full service and technical support shall be available and maintained on a regular routine, as well as emergency basis throughout the term of the Master Agreement.

SERVICE CALLS: The vendor shall make a minimum of one service call EVERY FOUR (4) WEEKS to each of the using locations. The vendor shall be responsible for coordinating all service with all local facility supervisors and insuring that all the specified services are performed to the satisfaction of the supervisor in compliance with the terms and conditions of this agreement.

ALL SERVICE CALLS SHALL INCLUDE PERFORMANCE OF THE FOLLOWING:

- 1. Check all equipment and perform minor repairs and adjustments. Major repair work will be referred to local qualified agencies.
- 2. Measure the concentration of the detergent wash solution by chemical analysis and by similar means measure final PH factor, chlorine and iron content.
- 3. Check and regulate the temperature of all the flush, wash, bleach and rinse cycle and water levels, thereby checking machine thermometers, water supply temperature and water level controls.
- 4. Check time of cycles.
- 5. Check steam and fill valves for leaks.
- 6. Check water conditions.
- 7. Inspect sorting and loading procedure.
- 8. Check the drain valve and plumbing.
- 9. Check the automatic formula chart.
- 10. Check all other equipment in the operation according to manufactures recommendation and specifications.
- 11. Check all accessory equipment to the laundry machine.
- 12. Check overall sanitation of the laundry department.

SERVICE REPORTS: At the time of each service call and emergency visit a written report shall be prepared. One copy shall be submitted to the using agency and one copy provided to the State of Maine, Division of Purchases, as per quarterly usage reports.

The Service Reports shall, at a minimum. Provide the following information.

- 1. Name and location of the contract user.
- 2. Manufacture, model number and serial number of the laundry machine.
- 3. Location and type of dispenser(s).
- 4. Brand name(s) of products in use.
- 5. Concentration(s) levels.
- 6. Water temperature.
- 7. General performance of laundry machines and results of laundered items.
- 8. Statement of any and all repairs needed and any corrective measures taken.
- 9. Signature of agency representative.

EMERGENCY SERVICE: The vendor shall provide emergency service with-in twenty four (24) hours after receipt of request. Emergency service shall include provision of any repairs, parts and labor necessary for dispensing equipment.

GENERAL REQUIRMENTS

PRICES: Prices must remain firm for the duration of the MA and be F.O.B. destination.

SAFETY DATA SHEETS: Safety Data Sheets (SDS) must be provided to all delivery points for all chemicals delivered or used in that facility. SDS must be kept up to date.

PRODUCT LABELING: Products from the resulting MA shall be delivered in the manufacture's standard packaging. All packages must include the manufacture's standard commercially typeset label permanently affixed to each individual container of product. All labels shall be in compliance with applicable federal and state statutes and regulations. Labels shall be printed with acid resistant ink and be such that they will resist deterioration and remain legible for the expected period of the container contents.

Labels shall minimally clearly indicate the following information:

- 1. The generic definition of the product
- 2. The name and address of the manufacture
- 3. The trade/brand name of the product
- 4. Any required antidotal action information
- 5. Warning statements and precautionary handling requirements
- 6. The manufactures detailed directions of use
- 7. Any requires active ingredient claims

DISPENSING EQUIPMENT: The vendor will be required to provide new dispensing equipment at no cost to the State of Maine for the duration of the MA. The vendor will install new dispensing equipment in place of any existing equipment at all facilities belonging to any previous vendor within four (4) weeks of start date of the MA. An acceptation can be made if the new vendor is the same as the previous vendor and the dispensing equipment has been in service twelve months or less, is in good operational condition and the using facility agrees to keep the equipment. If the using facility wants the dispensing equipment replaced it must be replaced. Additional dispensing equipment may be required and can be requested any time during the term of the MA. The vendor will be required to disconnect and remove current dispensing equipment without damaging them. Unless the new vendor is the same as the previous vendor the replaced dispensing equipment will be turned over to the using department for storage and/or return to previous vendor. The vendor shall provide the State a list of all removed and installed dispensing equipment within eight (8) weeks of start date of the MA.

When the MA expires the vendor shall be required to remove their equipment as the existing inventory of supplies is consumed and new equipment is installed. Equipment not removed within eight (8) weeks after the expiration of the MA will be forfeited. Any unused product on site at the time the dispenser is removed shall be returned to the contractor at the contractor's expense for a full refund.

ENVIRONMENTAL IMPACT: At the discretion of the Division of Purchases all chemicals purchased may be evaluated based environmental impact. Emphasis will be placed on low toxicity as well as technically comparable and cost effective alternatives. If bidding "Environmentally Friendly" products attach sufficient information for consideration along with your bid.

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VC1000027097 61:	189791 1 100719 1 100288 1 110126 1 119513 1 119505 1 129777 1 100036 1 101659 1 111817 1	Ecolab Inc.	6189791 6100719 6100288 6110126	48500 48500 48500	Gemstar Polaris, 2.5Gal 61189791 Gentle AB Foam Hand Soap, 6100719	2.5 bal	Cont		4
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VC1000027097 61	100288	Ecolab Inc.	6100288 6110126	48500		6 bags	Case		4
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VC1000027097 61	119513	Ecolab Inc. Ecolab Inc. Ecolab Inc. Ecolab Inc.		48500		1 cont.	Cont	\$67.74	4
VC1000027097 61 VC1000027097 61 VC1000027097 61 VC1000027097 61 VC1000027097 61 VC1000027097 61	119505 E 129777 E 100036 E 101659 E 111817 E	Ecolab Inc. Ecolab Inc. Ecolab Inc.	6119513		Grease Express Fast Foaming Spray Degreaser, 32oz, 10126	12 bottles	Case	\$38.00	4
VC1000027097 61: VC1000027097 61: VC1000027097 61: VC1000027097 61: VC1000027097 61:	129777 E 100036 E 101659 E 111817 E	Ecolab Inc. Ecolab Inc.		48500	Greasecutter Liquid, Gal, 19513	4 Gals	Case	\$39.80	4
VC1000027097 61 VC1000027097 61 VC1000027097 61 VC1000027097 61	100036 E 101659 E 111817 E	Ecolab Inc.		48500	Greasestrip Plus, Liquid, Gal, 19505	4 Gals	Case	\$53.80	4
VC1000027097 61 VC1000027097 61 VC1000027097 61	101659 E		6129777	48500	Greasestrip Plus, Liquid, Spray, 32oz, 29777	6 bottles	Case	\$35.92	4
VC1000027097 61 VC1000027097 61	111817 E		6100036	48500	High Performance Neutral Floor Cleaner, 2.5gal, 6100036	2.5 bal	Cont	\$82.52	4
VC1000027097 61		Ecolab Inc.	6101659	48500	Home-Style Solid Laundry Detergent - 4-3 lb.	4 - 3 lb.	Case	\$74.90	4
	115210 F	Ecolab Inc.	6111817	48500	Jet Dry, Liquid, Gal, 11817	4 Gals	Case	\$71.69	4
VC1000027007 61		Ecolab Inc.	6115210	48500	Lime-A-Way Gel, 32oz, 15210	6 bottles	Case	\$49.88	4
	101131 E	Ecolab Inc.	6101131	48500	Lime-A-Way, Liquid, Gal, 6101131	4 Gals, 18700 no longer available	Case	\$31.90	4
VC1000027097 61	100026 E	Ecolab Inc.	6100026	48500	Low Maintenance Floor Finish, 5gal, 6100026	5 gal	Cont	\$106.98	4
		Ecolab Inc.		48500	MAXX Dual Action Floor Cleaner-Bright Speed, 2L, 6100659	2 liter	Cont	\$69.00	4
		Ecolab Inc.	6118424	48500	Medallion, Stainless Steel Cleaner Spray, 32oz, 18424		Case	\$44.40	4
		Ecolab Inc.	6113227	48500	Mikro-Quat, 13227	4 Gals	Case	\$43.00	4
		Ecolab Inc.	6101205	48500	Neut. Disinfect Cleaner 2.5 gal.	1 cont.	Cont	\$56.80	4
		Ecolab Inc.		48500	Oasis 135 Power Force Degreaser, Liquid, 2.5 Gal,14558	1 cont.	Cont	\$86.31	4
		Ecolab Inc.		48500	Oasis 146, Multi Quat Sanitizer Liquid, Gal, 17781	4 Gals	Case	\$95.48	4
		Ecolab Inc.	6100536	48500	Oasis 146, Multi-Quat Sanitizer Liquid 2.5 Gal, 17708	1 cont.	Cont	\$57.88	4
		Ecolab Inc.	6111288	48500	Pan Dandy, 5 Gal 11288	5 Gals	Cont	\$36.30	4
		Ecolab Inc.	6113003	48500	PanTastic, Liquid, 13003	9 bottles	Case	\$38.80	4
		Ecolab Inc.	6112971	48500	PanTastic, Liquid, 19093	1 cont.	Cont	\$36.30	4
		Ecolab Inc.	6112963	48500	PanTastic, Liquid, Gal, 12963	4 Gals	Case	\$58.00	4
		Ecolab Inc.	6114544	48500	Power Force, Cleaner Degreaer, Spray 32oz, 14544	32 oz, 6 bottles per/case	Case	29.95	4
		Ecolab Inc.	6110942	48500	Rinse Dry Liquid, Gal, 10942	4 Gals	Case	\$81.18	4
		Ecolab Inc.		48500	Sanitizing Wash n Walk, Liquid, 2.5 Gal, 6100731	2.5 gal	Cont	\$71.11	4
				48500	Sanitizing Wash n Walk, Liquid, 6100734	15 gal	Cont	\$402.75	4
		Ecolab Inc.	6110354	48500				\$77.06	4
		Ecolab Inc.	6110364	48500	Solid Apex Metal Pot & Pan Detergent, 6.75lb, 10354	4 packs	Case	\$79.69	4
		Ecolab Inc.			Solid Apex Presoak, 4lb, 10364	3 caps	Case		4
		Ecolab Inc.	6116818	48500	Solid Apex Rinse Additive, 2.5lb, 16818	2 packs	Case	\$203.86	4
		Ecolab Inc.	6125395	48500	Solid Brilliance Rinse Aid, 2.5lb, 25395	2 caps	Case	\$120.50	4
		Ecolab Inc.	6101753	48500	Solid Color Safe Bleach 2-3 lb.	2 -3 lb.	Case	\$66.00	4
		Ecolab Inc.		48500	Solid Destainer, 14508	6 lb	Case	\$52.69	4
		Ecolab Inc.		48500	Solid Detergent AQN2 4-9 lb.	4 - 9 lb.	Case	\$132.16	4
		Ecolab Inc.	6110362	48500	Solid Dish Detergent Manual, 3lb, 10362	2 packs	Case	\$61.16	4
		Ecolab Inc.	6100975	48500	Solid LT Laundry CHLR SANT 2 x 4	4 lb	Case	\$55.36	4
		Ecolab Inc.		48500	Solid Metal Pro, 8lb, 10751	4 caps	Case	\$52.03	4
		Ecolab Inc.		48500	Solid Navisoft, 6lb, 16001	6 lb	Case	\$85.28	4
		Ecolab Inc.		48500	Solid Navisour, 16005	6 lb	Case	\$81.16	4
		Ecolab Inc.		48500	Solid Oxy-Brite, 16016	3 lb	Case	\$69.05	4
		Ecolab Inc.		48500	Solid Power XL Glass Gaurd, 9lb, 6100185	4 caps	Case	\$70.40	4
		Ecolab Inc.		48500	Solid Solitaire, 5lb, 17301	4 caps	Case	\$93.94	4
		Ecolab Inc.		48500	Solid Surge Plus, 9lb, 17905	9 lb	Case	\$120.51	4
		Ecolab Inc.	6125485	48500	Taj Mahal, 2.5gal, 61225485	2.5 gal	Cont	\$42.43	4
		Ecolab Inc.	6116326	48500	Tri-Star Flexylite, 5gal, 16326	5 gal	Cont	\$61.60	4
VC1000027097 61	115982 E	Ecolab Inc.	6115982	48500	Tri-Star Landri Destainer, 5gal, 15982	5 gal	Cont	\$25.76	4
VC1000027097 61	114310 E	Ecolab Inc.	6114310	48500	Tri-Star So Fresh, 14310	5 gal	Cont	\$79.76	4
		Ecolab Inc.	6114320	48500	Tri-Star So Fresh, 14320	15 gal	Cont	\$201.89	4
		Ecolab Inc.	6114330	48500	Tri-Star Turbo Boost, 14330	15 gal	Cont	\$159.86	4
		Ecolab Inc.		48500	Ultra Dry Rinse Additive, Liquid, Gal, 13722	4 Gals	Case	\$109.00	4
		Ecolab Inc.		48500	Water Conditioner, 10401	15 gal	Cont	\$189.00	4