



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Dishwashing and Dietary Cleaning Compounds and Services

Contract Issuance Date: April 1, 2015

Statewide Contract #: SW041

Total Number of Vendors: 1 (For details see: Vendor Information Sheet)

Contract Period: April 1, 2015 through March 31, 2016

Agreement Period: April 1, 2015 through March 31, 2018

Authorized Users: All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities may avail themselves of the contract.

Contract Priority: This is a Non Mandatory Contract

Type of Contract: Indefinite Quantity

OMES-CP Contact: Theresa Johnson
Contracting Officer

Phone: 1-405-521-2289

Fax: 1-405-522-1077

Email: Theresa.Johnson@omes.ok.gov



**State of Oklahoma
Office of Management & Enterprise
Services
Central Purchasing Division**

Awarded Vendor Information

PAGE 2 OF

Vendor ID#: 0000069647

Vendor Name: Ecolab Inc

Vendor Address: Address: 370 Wabasha Street North

City: St. Paul

State: MN

Zip Code: 55102

Contact Person Name: Bruce Kottom

Phone #: 651-250-2892

Title: Sr. Government Sales Manager

Fax #: 651-293-2682

Email: Bruce.Kottom@ecolab.com

Website:

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 4069

Delivery: FOB Destination

Minimum Order: NONE

P/Card Accepted: X Yes

No

Other:

CONTRACT SPECIFICATIONS

Ordering:

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Invoices:

The Contractor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation awarded shall be the only office authorized to receive orders, invoice and receive payment. If the Contractors wish to ship or provide service from a point other than the address listed on the face of the proposal, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.

Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

The Contractor shall invoice the agencies on a monthly basis for services rendered during the previous month.

If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

The contract shall be for the quantities actually ordered during the life of the contract. Billing shall be made in accordance with instructions by the agency or division issuing the purchase order.

Warranty.

The Contractor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

Patents and Royalties:

The Contractor, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Products Offered

All products offered have been nationally marketed brands of the same manufacturer and have had the same brand name and formulation for a period of not less than twelve (12) months prior to the solicitation closing date.

Dispenser/Service Included

Contractor should supply any equipment necessary for the "cost efficient" dispensing of all products in this proposal. The equipment should employ the latest changes and improvements necessary for the "cost efficient" dispensing of all products.

Dish machine dispensing equipment must be approved by the Board of Health and carry N.S.F. and UL Seals of Approval. **A detailed description of the dispensing equipment on file in OMES.** The equipment meets all plumbing, electrical and Board of Health approvals and must be approved by the National Sanitation Foundation.

Central Purchasing • Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 • Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 • Fax: 405/521-4475 • www.dcs.ok.gov

Dispenser/Service Included (continued)

The equipment must be state of the art and kept currently updated so as to always offer to each institution the latest in technology to ensure proper use cost control.

Such features as "tritration variation by shift" and equipment with "print out capabilities" will be made available to the state agencies at their request to assist them in the use of the Contractor product.

Contractor(s) shall calculate all proposal prices in such a manner that the dispensers and technical assistance services complying with the following specifications are provided to all users participating in the contract on a loan-type basis for the term of this contract and at no additional cost to that of products nor with any obligation to the State of Oklahoma.

Installation of the equipment must be done at the Contractor's expense and within a reasonable period of time after acceptance.

The Contractor(s) shall be responsible for coordinating with the dietary manager, agency engineer and concerned union personnel or their appointed representatives at each agency the installation of dispenser(s). In the event a quantity of previous Contractor's products remain unused subsequent to the effective date of this contract, coordination between the new Contractor(s) and the dietary manager shall ensure the previous contract's products are completely utilized allowing the previous Contractor's dispensers to remain in place before similar products are received from the new Contractor(s) and shall further ensure that no interruption of service shall occur during transition. The removal of dispenser(s) shall be coordinated effort between the new and the previous Contractor. The previous Contractor is to service the equipment once a month until the product is used up.

Contractor(s) must provide and install at their own expense, approved proportioners for all products sold to ensure use cost control, eliminate waste and reduce hazards in the work place.

Approved proportioners must be properly installed and in compliance with local plumbing, electrical, and Board of Health codes.

Service/Technical Assistance

Contractor(s) shall provide a minimum of one (1) service call at intervals not to exceed four (4) weeks during the contract period.

Service calls shall be made by representative(s) of the product manufacturer who shall have been technically trained and employed by the manufacturer for a period of not less than one (1) year during which the representatives' responsibility shall have been the servicing of institutional dishwashing equipment.

Contractors list of all sales and service personnel operating in the State of Oklahoma. Attachment B contains a list the names, employee numbers, and toll free phone number for the service representatives that reside in the eight (8) respective regions of the State.

SEE LIST OF REPRESENTATIVES BY ZONE AND COUNTIES – ATTACHMENT B

Contractor(s)/representative(s) shall be solely responsible for coordinating the service visit(s) with the dietary manager and for ensuring that any or all of the following services are provided to the manager's satisfaction while the agency is utilizing the Contractor's product(s).

Inspect and properly maintain all dispensing equipment.

Inspect dishwashing equipment in operation at the agency as to functioning of mechanical parts, gauges, valves, cleanliness of wash arms and rinse nozzles. Provide adjustments as necessary and clean the interior of all of the equipment's dispensers and mechanical parts.

Check the solutions on each machine for optimum concentration and temperature.

Render any and all other services normally provided other customers which shall include instruction on necessary equipment maintenance procedures to be followed by agency personnel between the regular service calls.

At the time of each service (and emergency) visit, a written report in triplicate on the contractor's standard form shall be completed. One copy shall be retained by the participating state agency, the second copy for the Contractor's file and the final copy to be submitted by the Contractor to the Central Purchasing Division on a quarterly basis along with the quarterly usage reports.

Additionally, as requested by the agency and within twenty-four (24) hours of such request, the Contractor shall provide any and all emergency repair service(s) to dispenser(s) and/or dispenser installation(s) to include all parts and labor.

Service Response

Contractor(s) should supply twenty-four (24) hour service response to the needs of the agencies by having customer service available twenty-four (24) hours a day every day.

Agencies should expect a return call within two (2) hours of a call generated by the Contractor's customer service center.

Agencies should expect a resolution of service issues within twenty-four (24) hours of the initial call generated to the Contractor. If a resolution is not achieved in the twenty-four (24) hour period, a written plan of action should be agreed upon by both the agency and the Contractor as to the nature of the problem and the expected time of completion of any necessary repair(s) or improvement(s).

If the service response or equipment down time exceeds one day due to the fault of the Contractor, an appropriate refund must be credited to the account by the Contractor based on the added cost of labor to wash by hand and any other additional related extra expense such as the use and substitution of paper products that must be compensated for.

Service must be prompt and satisfactory; otherwise, the contract may be cancelled for nonperformance.

Service specialists must provide in-house training and instructions on the proper use of the equipment.

Contractors must be well versed and capable of conducting OSHA and Right to Know information classes as it relates to their products in the work place.

Additional Specifications

Products are approved by the USDA, EPA and the Poison Control Center and are be verified as being effective. All sanitizers will carry an EPA registration number affixed to the label and be registered by the Contractor providing the product.

Chemicals can not be shipped or delivered with food products.

Products in conjunction with the equipment will provide satisfactory results.

In-house training and instructions on the proper use of the products will be provided by the contractor to include "Right to Know" training.

The contractor must be well versed and capable of conducting OSHA and Right to Know information classes as they relate to their products in the work place.

All containers and labeling must meet DOT approval.

Packaging

Packaging shall be in manufacturer's standard new containers sufficiently durable to insure safe delivery and the construction and labeling of which shall allow ready acceptance by common carriers regularly engaged in interstate commerce.

All containers specified herein shall be so designed and constructed that the product shall not affect nor shall it be affected by the containers in which it is furnished. Containers shall not have defects affecting serviceability such as rust spots, dents and weak seams.

Labeling

Permanently affixed to each container and to each case shall be the manufacturer's standard identification commercial typeset label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable to O.S.H.A. requirements.

The label shall be in acid resistant ink, dennison thermiage or be such that the label will resist deterioration and remain legible throughout the using period of the contents.

The label shall clearly indicate at least the following:

1. Generic identification of the product therein.
2. Name and address of the manufacturer.
3. Trade/brand name of the product therein.
4. Warning statement and precautionary handling instructions.
5. Contractor shall supply an 800 poison control number for chemical emergencies on all containers of product ensuring quick and easy access to help in the event of a chemical emergency.
6. Recommended antidotal action information as required.
7. The statement: "Protect from Freezing" (as applicable).
8. Manufacturer's directions for use in detail.
9. Net contents in U.S. standard pounds, ounces, gallons or fluids.
10. Active ingredient claim as required.
11. EPA registration number as required.

Packaging of Deliveries

Packaging of product(s) delivered shall be as contracted.

All deliveries shall be clearly marked with the agency purchase order number and labeled as specified herein.

Shipments not in accordance with the above may be refused or returned to the Contractor freight collect.

Poison Control

All products proposed and furnished in fulfilling the terms and specifications of this contract shall be currently and properly on file with the National Clearing House of Poison Control, U.S. Departments of Health, Education, and Welfare, Public Health Service, Food and Drug Administration, 5401 Westbaro Avenue, Bethesda, Maryland 20016, with all data necessary for prompt and correct treatment of accidents to be available from local poison control centers on a 24 hour basis.

LIST OF ECOLAB REPRESENTATIVES

ATTACHMENT B

Oklahoma Zones- Ecolab Representative Coverage: All Ecolab representatives can be reached-
@ 1-800-352-5326

Zone 1- Counties- Wagoner, Cherokee, Okmulgee, Muskogee, Adair, Sequoyah, McIntosh & Haskell-

Reps for Zone 1-

Larry Bollenbach- 35080

Teresa Herrick- 24307

Gary DaVoult - 03073

Richard Haag -38400

Doug Hutchens-05600

Zone 2- Counties- Pittsburg, Latimer, Le Flore, Atoka, Bryan, Pushmataha, Choctaw, McCurtain, Marshall

Reps for Zone 2-

Teresa Herrick-24307

Ron Hames- 07701

Daniel Whiddon-39012

Zone 3- Counties- Lincoln, Okfuskie, McClain, Cleveland, Pottawtome, Seminole, Hughes, Garvin
Pontotoc, Coal, Johnston

Reps for Zone 3-

Jerry Kothe- 10592

Teresa Herrick- 24307

Mike Miller- 35255

Larry Bollenbach- 35080

Gary DaVoult- 03073

Jory Mears- 36593

Garlen Clarabut- 57225

Manley Davisson- 15834

Ronald Hames- 07701

Doug Hutchens-05600

Zone 4- Counties- Grant, Kay, Garfield, Noble, Payne, Logan, Kingfisher, Canadian, Oklahoma

Reps for zone 4-

Jerry Kothe- 10592

Teresa Herrick- 24307

Mike Miller-35255

Jory Mears- 36593

Galen Clarabut -57225

Richard Haag- 38400

Doug Hutchens-05600

Zone 5- Counties- Dewey, Blaine, Roger Mills, Custer, Washita, Beckham, Greer, Klowa, Harman, Jackson, Tillman

Reps for Zone 5-

Richard Haag- 38400

Gary DaVoult- 03073

Roman Garcia- 34993

Doug Hutchens- 05600

Zone 6- Counties- Major, Alfalfa, Woods, Woodward, Ellis, Harper, Beaver, Texas, Cimarron

Reps for Zone 6-

Richard Haag -38400

Jerry Kothe- 10592

Doug Hutchens-05600

Zone 7- Counties- Caddo, Grady, Comanche, Cotton, Stephens, Jefferson, Murray, Carter, Love

Reps for Zone 7-

Gary DaVoult -03073

Richard Haag 38400

Jory Mears- 36593

Mike Miller-35255

Garlen Clarabut -57225

Teresa Herrick- 24307

Manley Davisson- 15834

Ronald Hames- 07701

Doug Hutchens-05600

Zone 8- Counties- Washington, Nowata, Craig, Ottawa, Rogers, Mayes, Delawars, Tulsa, Creek, Pawnee, Osage

Reps for Zone 8-

Larry Bollenbach-35080

Garlen Clarabut- 57225

Jerry Kothe- 10592

Teresa Herrick- 24307

Joey Davis- 37577

Doug Hutchens -05600



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000069647
 ECOLAB INC
 CONTRACT SALES
 370 WABASHA ST N
 SAINT PAUL MN 55102-1307
 USA

| | | | | |
|---|--|------------------------|---------------------------------|-----------------------------|
| Contract ID 000000000000000000004069 | | | Page 2 of 7 | |
| Contract Dates 04/01/2015 to 03/31/2016 | | Currency USD | Rate Type CRRNT | Rate Date PO Date |
| Description: From Req ID - 5800001846 | | | Contract Maximum 0.00 | |
| TYPE: STATEWIDE | | | | |

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

| Line # | Cat CD / Item ID / Item Desc | UOM | Minimum Order Qty | Amt | Maximum / Open Qty | Amt |
|--------|--|-----|-------------------|-----------|--------------------|------|
| | Solid Power XL #6100185 4 - 9 lb containers per case | | | | | |
| | Contract Base Pricing | | | 66.88000 | CA | 0003 |
| 7 | 47131810 / 1000030621 DETERGENT: for Low Temperature Chemical Sanitizing Dishwashing Machines, large size Apex Power # 17062 6 - 6.75 lb.containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 100.41000 | CA | 0003 |
| 8 | 47131810 / 1000030622 DETERGENT: for Low Temperature Chemical Sanitizing Dishwashing Machines, small size Apex Power # 17063 4 - 6.75 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 49.76000 | CA | 0003 |
| 9 | 47131810 / 1000009900 DETERGENT: Mechanical, pot/pan, case Solid Metal Pro #10751 4 - 8 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 92.39000 | CA | 0003 |
| 10 | 47131810 / 1000002479 DETERGENT: Hvy duty, liquid, manual pot and pan washing Solitaire #17301 4 - 5 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 87.78000 | CA | 0003 |
| 11 | 47131810 / 1000030623 DETERGENT: Pot and Pan soak agent, large size | CA | 1.00 | 0.00 | 0.00 | 0.00 |

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Authorized Signature



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|--------|---|-----------|-------------------|------|--------------------|------|
| | Apex Pot & Pan Soak #610090 6 - 5 lb containers per case | | | | | |
| | Contract Base Pricing | 136.37000 | CA | 0003 | | |
| 12 | 47131810 / 1000030624 DETERGENT: Pot and Pan soak agent, small size Apex Pot & Pan Soak #610089 3 - 5 lb containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 68.15000 | CA | 0003 | | |
| 13 | 47131810 / 1000030625 DETERGENT: Concentrated, Liquid, ready to use Scout #10906 2 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 90.85000 | CA | 0003 | | |
| 14 | 47131810 / 1000030626 DETERGENT: Concentrated, Liquid, manual warewashing, large size Pan Dandy # 11288 5 gallon container | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 141.01000 | CA | 0003 | | |
| 15 | 47131810 / 1000030627 DETERGENT: Concentrated, Liquid, manual warewashing, small size Pan Dandy # 11262 4 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 39.93000 | CA | 0003 | | |
| 16 | 47131810 / 1000002567 SANITIZER: Chlorine, for use in low temp chemical sanitizing dishwashing machines | CH | 1.00 | 0.00 | 0.00 | 0.00 |

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Tax Exempt? Y Tax Exempt ID:736017987

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| Line # | Cat CD / Item ID / Item Desc | UOM | Minimum Order Qty | Amt | Maximum / Open Qty | Amt |
|--------|--|-----|-------------------|-----------|--------------------|------|
| | Rinse Dry #10942 or equal 4 - 1 gallon containers per case | | | | | |
| | Contract Base Pricing | | | 85.89000 | | |
| | | CH | | | | 0003 |
| 22 | 47131810 / 1000030744 SOLVENT: Lime, detergent Limeaway #18700 4 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 31.20000 | | |
| | | CA | | | | 0003 |
| 23 | 47131810 / 1000030631 RINSE ADDITIVE: for Normal Water Conditions Apex Rinse #16811 2 - 2.5 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 171.76000 | | |
| | | CA | | | | 0003 |
| 24 | 47131810 / 1000030614 RINSE ADDITIVE: with Drying Agent, large size Jet Dry #11833 5 gallon container | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 65.54000 | | |
| | | CA | | | | 0003 |
| 25 | 47131810 / 1000030615 RINSE ADDITIVE: with Drying Agent, small size Jet Dry #11817 4 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 73.48000 | | |
| | | CA | | | | 0003 |
| 26 | 47131810 / 1000030616 RINSE ADDITIVE: for Problem Water Conditions R/O Free - Rinse #17532 2 - 5 quart containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | | | 115.88000 | | |
| | | CA | | | | 0003 |

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|--------|--|-----|-------------------|----------|--------------------|------|
| 27 | 47131810 / 1000003415 SANITIZER: Quaternary/non rinse, liquid for hardware washing. Oasis 146 #17781 4 - 1 gallon containers per case | CH | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | CH | | 45.10000 | | 0003 |
| 28 | 47131810 / 1000003632 SANITIZER: Quaternary, Solid, Broad Range Apex Solid Quat Broad Range Sanitizer #6100176 2 - 2 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | CA | | 63.44000 | | 0003 |
| 29 | 47131810 / 1000009902 PRESOAK ADDITIVE: Destaining/presoak agent Assure Liquid #11486 4 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | CA | | 26.96000 | | 0003 |
| 30 | 47131810 / 1000009903 PRESOAK ADDITIVE: Silverware, destaining/presoak agent Solid Silver Power #12922 2 - 8 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | CA | | 52.57000 | | 0003 |
| 31 | 47131810 / 1000030633 PRESOAK: for Machine Warewashing Apex Presoak #10364 3 - 4 lb. containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | CA | | 87.47000 | | 0003 |
| 32 | 47131810 / 1000030634 PRESOAK: Concentrated Coffee and Tea Destainer | CA | 1.00 | 0.00 | 0.00 | 0.00 |

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|--------|---|----------|-------------------|------|--------------------|------|
| | Dip It #17583 8 - 1.75 lb. containers per case | | | | | |
| | Contract Base Pricing | 43.71000 | CA | 0003 | | |
| 33 | 47131810 / 1000030635 DETERGENT: Energy-Efficient Machine Warewashing, large size Ultra Klene #12716 5 gallon container | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 74.78000 | CA | 0003 | | |
| 34 | 47131810 / 1000030636 DETERGENT: Energy-Efficient Machine Warewashing, small size Ultra Klene #13326 4 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 78.51000 | CA | 0003 | | |
| 35 | 47131810 / 1000030637 DETERGENT: Hard Water Detergent for Machine Warewashing Super Trump #12740 4 - 1 gallon containers per case | CA | 1.00 | 0.00 | 0.00 | 0.00 |
| | Contract Base Pricing | 59.25000 | CA | 0003 | | |

COMMENTS:

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