



# RI Purchase Agreement Amendment Report

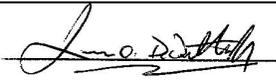
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

ECOLAB INC  
 370 WABASHA ST  
 ST PAUL, MN 55102  
 United States

Amendment Date: 28-SEP-09  
 Original Award Date: 14-JUL-04  
 Buyer: J Cowell Jr  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 348

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 9 Award Number <b>68M00307931</b> Effective Period <b>01-JUN-04 - 31-MAY-10</b>	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FLOOR CARE SYSTEMS (MPA-350)			

Description			Bid Number	Change Order Req#	
FLOOR CARE SYSTEMS (MPA-350)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #68M00307931  CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 9/30/09 TO: 6/1/04 - 5/31/10  EXTENSION IS BEING INSTITUTED TO ALLOW TIME TO REVIEW USAGE REPORTS AND DETERMINE FUTURE REQUIREMENTS TO BE COVERED BY THIS AWARD.			

**STATE PURCHASING AGENT**  
  
 Louis A. DeQuattro

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.gov](http://www.purchasing.state.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements



# RI Purchase Agreement Amendment Report

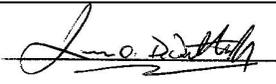
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

ECOLAB INC  
 370 WABASHA ST  
 ST PAUL, MN 55102  
 United States

Amendment Date: 29-JUN-09  
 Original Award Date: 14-JUL-04  
 Buyer: J Cowell Jr  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 348

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 8 Award Number <b>68M00307931</b> Effective Period <b>01-JUN-04 - 30-SEP-09</b>	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	FLOOR CARE SYSTEMS (MPA-350)			

Description			Bid Number	Change Order Req#	
FLOOR CARE SYSTEMS (MPA-350)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00307931  CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 6/30/09 TO: 6/1/04 - 9/30/09  EXTENSION TO ALLOW TIME TO REVIEW ITEMS TO BE BID AND PROCESSED.			

**STATE PURCHASING AGENT**  
  
 Louis A. DeQuattro

# Purchase Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	348 ECOLAB INC	Amendment Date: 30-APR-08 Original Award Date: 14-JUL-04 Buyer: J Cowell Jr Phone #: FOB: Destination Terms: NET 30	Change Order Number 7 Award Number <b>68M00307931</b> Effective Period 01-JUN-04 - 30-JUN-09
	370 WABASHA ST ST PAUL, MN 55102 United States		

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

FLOOR CARE SYSTEMS (MPA-350)

Description			Bid Number		Change Order Req#
<b>FLOOR CARE SYSTEMS (MPA-350)</b>					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00307931  CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 6/30/08 TO: 6/1/04 - 6/30/09  THIS AMENDMENT ACTIVATES THE SECOND OF TWO ONE (1) YEAR RENEWAL OPTIONS.			

<b>STATE PURCHASING AGENT</b>

# Purchase Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	348 ECOLAB INC	Amendment Date: 24-JAN-08 Original Award Date: 14-JUL-04 Buyer: J Cowell Jr Phone #: FOB: Destination Terms: NET 30	Change Order Number 6 Award Number <b>68M00307931</b> Effective Period 01-JUN-04 - 30-JUN-08
	370 WABASHA ST ST PAUL, MN 55102 United States		

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

FLOOR CARE SYSTEMS (MPA-350)

Description			Bid Number		Change Order Req#
<b>FLOOR CARE SYSTEMS (MPA-350)</b>					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #68M00307931  LINE ITEM #12 WAS ADDED TO THIS AWARD IN THE AMOUNT OF \$1.00 TO BE USED TO ORDER MISCELLANEOUS (NON-CORE LIST) ITEMS FROM THIS SUPPLIER.			
12	485.55	MPA-350 MISCELLANEOUS (NON-CORE LIST) ITEMS		Each	1.00

<b>STATE PURCHASING AGENT</b>

# Purchase Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	348 ECOLAB INC	Amendment Date: 01-JUN-07 Original Award Date: 14-JUL-04 Buyer: J Cowell Jr Phone #: FOB: Destination Terms: NET 30	Change Order Number 5 Award Number <b>68M00307931</b> Effective Period 01-JUN-04 - 30-JUN-08
	370 WABASHA ST ST PAUL, MN 55102 United States		

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

FLOOR CARE SYSTEMS

Description			Bid Number	Change Order Req#	
<b>FLOOR CARE SYSTEMS</b>					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #68M00307931  CHANGE EFFECTIVE PERIOD: FROM: 6/1/04 - 6/30/07 TO: 6/1/04 - 6/30/08  THIS AMENDMENT ACTIVATES THE FIRST OF TWO ONE (1) YEAR RENEWAL OPTIONS.			

<b>STATE PURCHASING AGENT</b>



# Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	ECOLAB INC 370 WABASHA ST ST PAUL MN 55102
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<b>FLOOR CARE SYSTEMS</b>	
Award Number	Effective Period:
<b>68M00307931</b>	<b>6/1/04 - 6/30/07</b>

<b>S H I P T O</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA
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Date: 07/14/2004 Buyer: JOHN COWELL Shipping: F.O.B., Destination Terms: Net 30
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<b>I N V O I C E</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA
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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-350	B03356
Item		Unit	Unit Price
	6/1/04 - 6/30/07 WITH TWO ANNUAL EXTENSION OPTIONS  MASTER PRICE AGREEMENT #350  THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.  ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.  CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.  AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.  A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

<b>STATE PURCHASING AGENT/DESIGNEE</b>



# Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 CAPITOL HILL  
 PROVIDENCE RI 02908

<b>V E N D O R</b>	ECOLAB INC 370 WABASHA ST ST PAUL MN 55102
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<b>FLOOR CARE SYSTEMS</b>	
Award Number	Effective Period:
<b>68M00307931</b>	<b>6/1/04 - 6/30/07</b>

<b>S H I P T O</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA
--	--

Date: 07/14/2004 Buyer: JOHN COWELL Shipping: F.O.B., Destination Terms: Net 30
--

<b>I N V O I C E</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA
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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-350	B03356
Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

<b>STATE PURCHASING AGENT/DESIGNEE</b>



# Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	<b>ECOLAB INC</b> 370 WABASHA ST ST PAUL MN 55102	<b>FLOOR CARE SYSTEMS</b>	
		Award Number <b>68M00307931</b>	Effective Period: <b>6/1/04 - 6/30/07</b>

<b>S H I P T O</b>	<b>ADMINISTRATION</b> <b>MASTER PRICE AGREEMENT</b> <b>RELEASE AGAINST RI MPA</b>	Date: 07/14/2004 Buyer: JOHN COWELL Shipping: F.O.B., Destination Terms: Net 30	<b>I N V O I C E</b>	<b>ADMINISTRATION</b> <b>MASTER PRICE AGREEMENT</b> <b>RELEASE AGAINST RI MPA</b>

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-350	B03356
Item		Unit	Unit Price
	STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).  THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.  FLOOR CARE SYSTEMS		
7.0	A-125 CLEANER MANUFACTURER: ECOLAB, INC. SKU NUMBER: 61125261	EA	56.82
8.0	A-464-N DETERGENT/DISINFECTANT MANUFACTURER: ECOLAB, INC. SKU NUMBER: 61201067  SEE ATTACHED FOR PERCENTAGE DISCOUNT OFF MANUFACTURER'S CATALOG LIST PRICE.  DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.  VENDOR TELEPHONE #: 651-293-2674 VENDOR FAX #: 651-293-2682	EA	62.89

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COPY

<b>STATE PURCHASING AGENT/DESIGNEE</b>

## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

**State of Rhode Island MPA #350  
Floor Care Systems - Non-Core List**

Line #	Product Description	Airwick Professional Products of RI, Inc.		The Eastern Bag & Paper Company		Ecolab, Inc.	
		Manufacturer	% Discount Off Manufacturer's Most Recent Catalog List Price	Manufacturer	% Discount Off Manufacturer's Most Recent Catalog List Price	Manufacturer	% Discount Off Manufacturer's Most Recent Catalog List Price
1	All Floor Care Products	Various	25.0%			Various	40.0%
2	Floor Finish, Sealers, Strippers, Maintainers/Restorers			Johnson/Diversey	46.5%		
3	Floor & General Purpose Cleaners			Johnson/Diversey	46.5%		
4	Carpet Care Products			Johnson/Diversey	46.5%		
5	Floor Finish, Conditioners, Strippers			National Chemical Labs	40.0%		
6	Intensive Stone & Daily Cleaners, Rubber Care Products			National Chemical Labs	40.0%		
7	Carpet Care Products			National Chemical Labs	40.0%		
8	Walk Behind Auto Scrubbers			Clarke	23.0%		
9	C2K Polishers/Buffers			Clarke	41.0%		
10	Image Extractors & BEXT Extractors			Clarke	30.0%		
11	Upright Vacuums			Clarke	30.0%		