MA 18P 2202100000000000065 NEW

State of Maine



Master Agreement

Effective Date: 03/01/22

Expiration Date: 02/29/24

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

Buyer Information Debbie Jacques	207-624-7890	ext.	DEBBIE.JACQUES@MAINE.GOV
Issuer Information Debbie Jacques	207-624-7890	ext.	DEBBIE.JACQUES@MAINE.GOV
Requestor Information Debbie Jacques	207-624-7890	ext.	DEBBIE.JACQUES@MAINE.GOV

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID VC1000027097 Vendor Name ECOLAB INC

Alias/DBA

Vendor Address Information 1 ECOLAB PLACE

ST PAUL, MN 55102 US

Vendor Contact Information

Dale Mrozinski 952-852-0967 **ext.** dale.mrozinski@ecolab.com

Commodity Information

Vendor Line #: 1									
Vendor Name: ECOLAB INC									
Commodity Line #: 1									
Commodity Code: 48500									
Commodity Description: Bulk, Cleaning	g Compounds, Dispensers, Service								
Commodity Specifications:									
	lk, Concentrated Liquid Cleaning Solution 8 ecifications, terms and conditions.	Equipment per the attached							
Quantity	UOM	Unit Price							
0.00000		0.000000							
Delivery Days	Free On Board								
5	FOB Dest, Freight Prepaid								
Contract Amount	Service Start Date	Service End Date							
0.00									
Catalog Name	Discount								
Ecolab Inst Product Catalog	0.0000 %								
	Discount Start Date	Discount End Date							
	03/01/22	02/29/24							

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:	
Jaime Schorr	2/23/2022
Signature	Date

Jaime C. Schorr, Chief Procurement Officer

Ecolab Inc. Vendor

DocuSigned by: Dale Mrozinski

2/24/2022

Signature

Date

Dale Mrozinski

Government Market Analyst

Print Representative Name and Title

RIDERS

	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
\boxtimes	Rider A – Scope of Work and/or Specifications
\boxtimes	Rider B – Terms and Conditions
	Rider C - Exceptions
\boxtimes	Bid Cover Page
\boxtimes	Debarment, Performance, and Non-Collusion Certification
\boxtimes	Price sheet (attach excel spreadsheet to post on website)
\boxtimes	Appendix D – Municipality Political Subdivision and School District Participation Certification

RIDER A Scope of Work and/or Specifications

COMMODITY ITEMS

Bulk, Cleaning Compounds, Dispensers and Service

CONTRACT PERIOD

The initial contract period for this Master Agreement will be March 1, 2022 through February 29, 2024.

Contract Renewal: Following the initial 2-year term of the contract, the Division may opt to renew the contract for **three** renewal periods of **one year** each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	3/1/2022	2/29/2024
Renewal Period #1	3/1/2024	2/28/2025
Renewal Period #2	3/1/2025	2/28/2026
Renewal Period #3	3/1/2026	2/28/2027

<u>SCOPE</u>

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.

AUTHORIZED USING DEPARTMENTS

This Master Agreement (MA) can be utilized by all State departments and agencies with FOB Destination pricing.

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

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.

PRICES

Prices will remain firm for the duration of the contract with the exception of a decrease which shall be passed on. Prices will be net including transportation and delivery charges fully prepaid by the contractor FOB Destination.

QUANTITIES

The Contract shall cover the actual quantities ordered by the State of Maine for delivery during the term of the Contract.

ORDERING PROCEDURE

Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA) in amounts greater than \$5000.00. Orders in the amount of \$5000.00 or less can be placed using a DO, via email or place with a Contractor representative. DO's will be e-mailed to the Vendor as a .pdf file at the email address setup in Advantage by the Contractor.

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

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.

PENALTY CLAUSE

Delivery is expected within the terms of contract. Failure to meet delivery as specified in contract terms could mean loss of contract. All accrued expenses acquired by the State of Maine in establishing a new contract or a new supplier in an emergency, could be deducted from contractors pending invoices.

CANCELLATION OF CONTRACT

The Division of Procurement Services 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.

QUARTERLY REPORT

The Division of Procurement Services <u>requires a quarterly report of sales</u> be emailed to the Buyer 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 dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

SAFETY DATA SHEETS

SDS for each product must be provided by vendor. Each using facility must be provided with a complete set of Safety Data Sheets (SDS) for the products being used in their facility. The SDS must be at the facility prior to delivery. Missing SDS must be supplied immediately upon request.

PRODUCT LABELING

Products shall be delivered in the manufacturer's standard packaging. All packages must include the manufacturer'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. 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. 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.

SERVICE REQUIREMENTS

VENDOR VISITATIONS

Contractor 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 contractor will be required to analyze each agency's 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 contractor 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 ensuring 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 Procurement Services, 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 within twenty-four (24) hours after receipt of request. Emergency service shall include provision of any repairs, parts, and labor necessary for dispensing equipment.

RIDER B TERMS AND CONDITIONS

- **1. DEFINITIONS**: The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Division" shall refer to the State of Maine Division of Purchases.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY: The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods 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 one 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.

3. 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.

4. 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.

5. 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.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. **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. The 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.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract 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.

9. 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 agreement, 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.

10. TERMINATION: 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 because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), 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.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. 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).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. 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.

15. 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.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, 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.

17. 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 or 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.

18. 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.

19. MATERIAL SAFETY: 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.

20. COMPETITION: By accepting this Contract, 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.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Ecolab Inc.					
Chief Executive - Name/Title: Tim Burns, VP Corporate Accounts - Facility Care					
Tel: 704-765-3490 Fax: 651-306-5429	E-mail: Tim.Burns@ecolab.com				
Headquarters Street Address: 1 Ecolab Place					
Headquarters City/State/Zip: St. Paul, MN 55102					
(provide information requested below if different from above)					
Lead Point of Contact for Bid - Name/Title: AI Pallanti, Sr. Corporate Account Manager - Government					
Tel: 215-915-5651 Fax: 651-306-5429	E-mail: albert.pallanti@ecolab.com				
Street Address: 1350 Broadway, Suite 1830					
City/State/Zip: New York, NY 10018					

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Dale Mrozinski	Government Market Analyst
Authorized Signature:	Date:
Dale Mirojuski	2/2/2022

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - *i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - *ii.* violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Dale Mrozinski	Title: Government Market Analyst
	•
Authorized Signature: Dale Mirguski	Date: 2/2/2022

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER SUPPLIER NAME	MANUFACTURER NAME	COMMODITY MANUFACTURER PART NUMBER CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE DAY	LIVERY AYS
VC1000027097	6110126 Ecolab Inc.	Ecolab Inc.	6110126 48500	GREASE EXPRESS FF 6-32OZ	12 bottles	Case	\$39.14	5
VC1000027097	6102149 Ecolab Inc.	Ecolab Inc.	6102149 48500	SMRTPWR DM DET MS 4-6.75 LB	4 packs	Case	\$79.37	5
VC1000027097	6101907 Ecolab Inc.	Ecolab Inc.	6101907 48500	SMRTPWR MANUAL DET 3X2LB	3 packs	Case	\$62.99	5
VC1000027097	6101890 Ecolab Inc.	Ecolab Inc.	6101890 48500	SMRTPWR PRESOAK FLTWR 3X4LB	3 packs	Case	\$82.08	5
VC1000027097	6110401 Ecolab Inc.	Ecolab Inc.	6110401 48500	WATER CONDITIONER 15GL	15 Gal Container	Cont	\$194.67	5
VC1000027097	6110430 Ecolab Inc.	Ecolab Inc.	6110430 48500	ECO-STAR BUILDER C 15GL	15 Gal Container	Cont	\$235.87	5
VC1000027097	6110751 Ecolab Inc.	Ecolab Inc.	6110751 48500	SOLID METAL PRO 4-8LB	4 capsules	Case	\$53.59	5
VC1000027097	6110942 Ecolab Inc.	Ecolab Inc.	6110942 48500	RINSE DRY 4X1 GALLON	4 Gals	Case	\$83.62	5
VC1000027097	6111288 Ecolab Inc.	Ecolab Inc.	6111288 48500	PAN DANDY 5GL	5 Gals	Cont	\$37.39	5
VC1000027097	6112963 Ecolab Inc.	Ecolab Inc.	6112963 48500	PANTASTIC 4-1GL	4 Gals	Case	\$59.74	5
VC1000027097	6112971 Ecolab Inc.	Ecolab Inc.	6112971 48500	PANTASTIC 5GL	5 Gals	Cont	\$37.39	5
VC1000027097	6113003 Ecolab Inc.	Ecolab Inc.	6113003 48500	PANTASTIC 9-32OZ	9 bottles	Case	\$39.96	5
VC1000027097	6113227 Ecolab Inc.	Ecolab Inc.	6113227 48500	MIKRO QUAT 4-1GL	4 Gals	Case	\$44.29	5
VC1000027097	6113326 Ecolab Inc.	Ecolab Inc.	6113326 48500	ET ULTRA KLENE 4-1GL	4 Gals	Case	\$68.02	5
VC1000027097	6100975 Ecolab Inc.	Ecolab Inc.	6100975 48500	LT LAUND SOL CHLR SANT 2X4	2 capsules	Case	\$57.02	5
VC1000027097	6113722 Ecolab Inc.	Ecolab Inc.	6113722 48500	ET ULTRA DRY 4X1 GAL	4 Gals	Case	\$112.27	5
VC1000027097	6101205 Ecolab Inc.	Ecolab Inc.	6101205 48500	NEUT DISINFECT CLNR 2.5GL	2.5 Gal Container	Cont	\$58.50	5
VC1000027097	6114310 Ecolab Inc.	Ecolab Inc.	6114310 48500	TRI STAR SO FRESH 5GL	5 Gals	Cont	\$82.15	5
VC1000027097	6114320 Ecolab Inc.	Ecolab Inc.	6114320 48500	TRI STAR SO FRESH 15GL	15 Gal Container	Cont	\$207.95	5
VC1000027097	6114330 Ecolab Inc.	Ecolab Inc.	6114330 48500	TRI STAR TURBO BOOST 5 GAL	5 Gals	Cont	\$164.66	5
VC1000027097	6114544 Ecolab Inc.	Ecolab Inc.	6114544 48500	POWER FORCE PREM CLN6-32OZ	6 bottles	Case	\$30.13	5
VC1000027097	6114558 Ecolab Inc.	Ecolab Inc.	6114558 48500	OASIS 135 PF PRE CL 2.5GL	2.5 Gal Container	Cont	\$88.90	5
VC1000027097	6101131 Ecolab Inc.	Ecolab Inc.	6101131 48500	LIMEAWAY 4X1 GAL	4 Gals	Case	\$32.86	5
VC1000027097 VC1000027097				LAUNDRI DESTAINER 5GL	5 Gals			5
	6115982 Ecolab Inc.	Ecolab Inc.	6115982 48500			Cont	\$26.53	
VC1000027097	6116001 Ecolab Inc.	Ecolab Inc.	6116001 48500	SOLID NAVISOFT 2-6LB	2 capsules	Case	\$87.84	5
VC1000027097	6101757 Ecolab Inc.	Ecolab Inc.	6101757 48500	AQN2 SOL IC SOUR 3RD 2-6LB	2 capsules	Case	\$122.43	5
VC1000027097	6101753 Ecolab Inc.	Ecolab Inc.	6101753 48500	SOLID COLOR SAFE BLCH 2-3LB	2 packs	Case	\$67.98	5
VC1000027097	6100172 Ecolab Inc.	Ecolab Inc.	6100172 48500	LAUNDRY NEUT DET PLUS 5GL	5 Gals	Cont	\$208.58	5
VC1000027097	6116146 Ecolab Inc.	Ecolab Inc.	6116146 48500	ECO-STAR DESTAINER 15GL	15 Gal Container	Cont	\$76.47	5
VC1000027097	6116659 Ecolab Inc.	Ecolab Inc.	6116659 48500	ECO STAR SOUR VII 15GL	15 Gal Container	Cont	\$148.53	5
VC1000027097	6101766 Ecolab Inc.	Ecolab Inc.	6101766 48500	AQN2 SOLID DETERGENT 4-9LB	4 capsules	Case	\$136.12	5
VC1000027097	6100916 Ecolab Inc.	Ecolab Inc.	6100916 48500	HOMESTYLE LIQUID LDRY DETER	2.5 Gal Container	Cont	\$63.45	5
VC1000027097	6101203 Ecolab Inc.	Ecolab Inc.	6101203 48500	SMRTPWR RNSE ALL PUR 2X2.5	2 packs	Case	\$169.22	5
VC1000027097	6117301 Ecolab Inc.	Ecolab Inc.	6117301 48500	SOLITAIRE 4-5LB	4 capsules	Case	\$96.76	5
VC1000027097	6117418 Ecolab Inc.	Ecolab Inc.	6117418 48500	BACSTAT LIQ SOFT 5GL	5 Gals	Cont	\$84.46	5
VC1000027097	6117583 Ecolab Inc.	Ecolab Inc.	6117583 48500	DIP IT XP 8 X 1.75 LB	8 packs	Case	\$38.01	5
VC1000027097	6100536 Ecolab Inc.	Ecolab Inc.	6100536 48500	OASIS 146 MULTI QUAT2.5GL	2.5 Gal Container	Cont	\$59.62	5
VC1000027097	6117781 Ecolab Inc.	Ecolab Inc.	6117781 48500	OASIS 146 MULTIQUAT 4-1GL	4 Gals	Case	\$98.34	5
VC1000027097	6117905 Ecolab Inc.	Ecolab Inc.	6117905 48500	SOLID SURGE PLUS NP 4-9LB	4 capsules	Case	\$124.13	5
VC1000027097	6118424 Ecolab Inc.	Ecolab Inc.	6118424 48500	MEDALLION 6-320Z	6 bottles	Case	\$45.73	5
VC1000027097 VC1000027097	6119505 Ecolab Inc.	Ecolab Inc.	6119505 48500	GREASESTRIP PLUS 4-1 GAL	4 Gals			5
						Case	\$55.41 \$40.00	ິ
VC1000027097	6119513 Ecolab Inc.	Ecolab Inc.	6119513 48500	GRSCTTR PLUS 4-1GL	4 Gals	Case	\$40.99 \$52.61	5
VC1000027097	6100289 Ecolab Inc.	Ecolab Inc.	6100289 48500	GLASS CLEANER2-2L	2 bags	Case	\$53.61	5
VC1000027097	6125395 Ecolab Inc.	Ecolab Inc.	6125395 48500	SOLID BRILLIANCE 2-2.5LB	2 capsules	Case	\$124.12	5
VC1000027097	6129777 Ecolab Inc.	Ecolab Inc.	6129777 48500	GREASESTRIP PLUS 6-320Z	6 bottles	Case	\$37.00	5
VC1000027097	6100024 Ecolab Inc.	Ecolab Inc.	6100024 48500	LO MAINT FINSH-PHAZER 2-2GL	2 bags	Case	\$85.38	5

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE		DELIVERY DAYS
VC1000027097	6101844	Ecolab Inc.	Ecolab Inc.	6101844	48500	ES LAUNDRY DET PLUS - 15GL	15 Gal Container	Cont	\$233.40	5
VC1000027097	6100036	Ecolab Inc.	Ecolab Inc.	6100036	6 48500	HI PERF NEUT FLOOR 2.5GL	2.5 Gal Container	Cont	\$85.00	5
VC1000027097	6101659	Ecolab Inc.	Ecolab Inc.	6101659	9 48500	HS SOLID LAUNDRY DETERGENT 4-3LB	4 packs	Case	\$77.15	5
VC1000027097	6100185	Ecolab Inc.	Ecolab Inc.	6100185	5 48500	SOLID POWER XL 4-9LB	4 capsules	Case	\$72.51	5
VC1000027097	6100288	Ecolab Inc.	Ecolab Inc.	6100288	3 48500	GLASS CLEANER2.5GL	2.5 Gal Container	Cont	\$69.77	5
VC1000027097	6100292	Ecolab Inc.	Ecolab Inc.	6100292	2 48500	ACID BATHROOM CLEANER 2.5GL	2.5 Gal Container	Cont	\$90.43	5
VC1000027097	6100659	Ecolab Inc.	Ecolab Inc.	6100659	9 48500	MAXX DUAL ACTION FLOOR 2-2L	2 bags	Case	\$71.07	5
VC1000027097	6100719	Ecolab Inc.	Ecolab Inc.	6100719	9 48500	GENTLE AB FOAM HAND NX 6X750	6 cartridges	Case	\$56.55	5
VC1000027097	6100731	Ecolab Inc.	Ecolab Inc.	6100731	48500	SANI WASH N WALK 2.5GL	2.5 Gal Container	Cont	\$73.24	5
VC1000027097	6100734	Ecolab Inc.	Ecolab Inc.	6100734	48500	SANI WASH N WALK 15GL	15 Gal Container	Cont	\$414.83	5
VC1000027097	6102139	Ecolab Inc.	Ecolab Inc.	6102139	9 48500	GEMINI PRO 25_5 GAL	5 Gals	Cont	\$60.13	5
VC1000027097	6101154	Ecolab Inc.	Ecolab Inc.	6101154	48500	BRT BLST LW ODR STRP 5 GAL	5 Gals	Cont	\$51.45	5
VC1000027097	6102142	Ecolab Inc.	Ecolab Inc.	6102142	2 48500	LASER 5 GAL	5 Gals	Cont	\$67.77	5
VC1000027097	6102143	Ecolab Inc.	Ecolab Inc.	6102143	3 48500	POLARIS 5 GA	5 Gals	Cont	\$71.89	5
VC1000027097	6102145	Ecolab Inc.	Ecolab Inc.	610214	5 48500	TAJ MAHAL 5 GAL	5 Gals	Cont	\$87.41	5

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 18P 2201200000000000173

Bulk, Cleaning Compounds, Dispensers and Service

The Division of Procurement Services 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?

X Yes

Yes, with conditions as follows:

____ No

Name of Company:

Ecolab Inc.

Address:

1 Ecolab Place, St. Paul, MN 55102

Dale Mirojuski Signature:

Date: 2/2/2022