

MA 18P 1702080000000000092  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 03/01/17

**Expiration Date:** 02/28/21

**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

**Agreement Reporting Categories**

**Reason For Modification:** Renewing Master Agreement for one additional year through 2/28/2021.

**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:** 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.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b>	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> MA 170208 092 Ecolab	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 03/01/17	<b>Discount End Date</b> 02/28/21

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 2/11/2020  
6061877549D0469...  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor EcoLab Inc.

DocuSigned by:  
Dale Mrozinski 2/12/2020  
E3C7E37DC18F441...  
Signature Date

Dale Mrozinski Government Market Analyst

Print Representative Name and Title

**RIDERS**

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

**RIDER A**  
**Scope of Work and/or Specifications**

**MA 170208-092**

**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***

***Second Extension: March 1, 2020 through February 28, 2021***

**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:

**Dale Mrozinski, Tel: 952-852-0958 Email: [dale.mrozinski@ecolab.com](mailto:dale.mrozinski@ecolab.com)**

**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.

**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.

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

**DELIVERY:** Contractor **MUST** 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.

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

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

**QUARTERLY REPORT:** The Division of Purchases **requires a quarterly report of sales** be faxed to 207-287-6578 or emailed to [Debbie.Jacques@maine.gov](mailto:Debbie.Jacques@maine.gov) 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.

## 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 acceptance 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.

**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 or 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 of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**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.

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

**Appendix A**

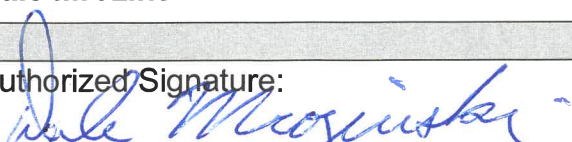
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <b>Ecolab Inc.</b>		
Chief Executive - Name/Title: <b>Dale Mrozinski</b>		
Tel: <b>952 852 0958</b>	Fax: <b>651 306 5429</b>	E-mail: <b>dale.mrozinski@ecolab.com</b>
Headquarters Street Address: <b>1 Ecolab Place</b>		
Headquarters City/State/Zip: <b>Saint Paul, MN 55102</b>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <b>Dale Mrozinski, Government Market Analyst</b>		
Tel: <b>952 852 0958</b>	Fax: <b>651 306 5429</b>	E-mail: <b>dale.mrozinski@ecolab.com</b>
Street Address: <b>1 Ecolab Place</b>		
City/State/Zip: <b>Saint Paul, MN 55102</b>		

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: <b>Dale Mrozinski</b>	Title: <b>Government Market Analyst</b>
Authorized Signature: 	Date: <b>2-4-2020</b>



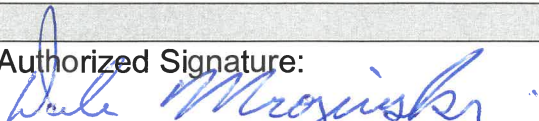
## Debarment, Performance, and Non-Collusion Certification

*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: <b>Dale Mrozinski</b>	Title: <b>Government Market Analyst</b>
Authorized Signature: 	Date: <i>2-4-2020</i>

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000027097	6100292	Ecolab Inc.		6100292	48500	Acid Bathroom Cleaner, 6100292	2.5 gal	Cont	87.8	4
VC1000027097	6101154	Ecolab Inc.		6101154	48500	Care Strip Low Odor, 5gal, 6101154	5 gal - 61183458 CareStrip no lon	Cont	\$49.95	4
VC1000027097	6117583	Ecolab Inc.		6117583	48500	Dip-It XP, Non-Abrasive Granular, 1.75 LB, 17583	8 packs	Case	\$36.90	4
VC1000027097	6121019	Ecolab Inc.		6121019	48500	Dispensed Glass Cleaner, 21019	2 bags	Case	\$36.54	4
VC1000027097	6110430	Ecolab Inc.		6110430	48500	Eco Star Builder C, Concentrated Alkaline, 15gal, 10430	15 gal	Cont	\$229.00	4
VC1000027097	6116146	Ecolab Inc.		6116146	48500	Eco Star Destainer, 15gal, 16146	15 gal	Cont	\$74.24	4
VC1000027097	6116124	Ecolab Inc.		6116124	48500	Eco Star Detergent MP, 16124	15 gal	Cont	\$202.50	4
VC1000027097	6101844	Ecolab Inc.		6101844	48500	Eco Star Laundry Det Plus - 15 gal	15 gal	Cont	\$226.60	4
VC1000027097	6116159	Ecolab Inc.		6116159	48500	Eco Star Sour, 15gal, 16159	15 gal	Cont	\$144.20	4
VC1000027097	6113326	Ecolab Inc.		6113326	48500	ET Ultra Klene, Liquid, Gal, 13326	4 Gals	Case	\$66.04	4
VC1000027097	6101034	Ecolab Inc.		6101034	48500	Gemstar Gemini, 5gal, 6101034	5 gal - 61189733 no longer availab	Cont	\$56.72	4
VC1000027097	6189723	Ecolab Inc.		6189723	48500	Gemstar Laser, 2.5gal, 61189723	2.5 bal	Cont	\$32.90	4
VC1000027097	6189791	Ecolab Inc.		6189791	48500	Gemstar Polaris, 2.5Gal 61189791	2.5 bal	Cont	\$34.90	4
VC1000027097	6100719	Ecolab Inc.		6100719	48500	Gentle AB Foam Hand Soap, 6100719	6 bags	Case	\$54.90	4
VC1000027097	6100288	Ecolab Inc.		6100288	48500	Glass Cleaner, Liquid, 2.5 Gal 6100288	1 cont.	Cont	\$67.74	4
VC1000027097	6110126	Ecolab Inc.		6110126	48500	Grease Express Fast Foaming Spray Degreaser, 32oz, 10126	12 bottles	Case	\$38.00	4
VC1000027097	6119513	Ecolab Inc.		6119513	48500	Greasecutter Liquid, Gal, 19513	4 Gals	Case	\$39.80	4
VC1000027097	6119505	Ecolab Inc.		6119505	48500	Greasestrip Plus, Liquid, Gal, 19505	4 Gals	Case	\$53.80	4
VC1000027097	6129777	Ecolab Inc.		6129777	48500	Greasestrip Plus, Liquid, Spray, 32oz, 29777	6 bottles	Case	\$35.92	4
VC1000027097	6100036	Ecolab Inc.		6100036	48500	High Performance Neutral Floor Cleaner, 2.5gal, 6100036	2.5 bal	Cont	\$82.52	4
VC1000027097	6101659	Ecolab Inc.		6101659	48500	Home-Style Solid Laundry Detergent - 4-3 lb.	4 - 3 lb.	Case	\$74.90	4
VC1000027097	6111817	Ecolab Inc.		6111817	48500	Jet Dry, Liquid, Gal, 11817	4 Gals	Case	\$71.69	4
VC1000027097	6115210	Ecolab Inc.		6115210	48500	Lime-A-Way Gel, 32oz, 15210	6 bottles	Case	\$49.88	4
VC1000027097	6101131	Ecolab Inc.		6101131	48500	Lime-A-Way, Liquid, Gal, 6101131	4 Gals, 18700 no longer available	Case	\$31.90	4
VC1000027097	6100026	Ecolab Inc.		6100026	48500	Low Maintenance Floor Finish, 5gal, 6100026	5 gal	Cont	\$106.98	4
VC1000027097	6100659	Ecolab Inc.		6100659	48500	MAXX Dual Action Floor Cleaner-Bright Speed, 2L, 6100659	2 liter	Cont	\$69.00	4
VC1000027097	6118424	Ecolab Inc.		6118424	48500	Medallion, Stainless Steel Cleaner Spray, 32oz, 18424	6 bottles	Case	\$44.40	4
VC1000027097	6113227	Ecolab Inc.		6113227	48500	Mikro-Quat, 13227	4 Gals	Case	\$43.00	4
VC1000027097	6101205	Ecolab Inc.		6101205	48500	Neut. Disinfect Cleaner 2.5 gal.	1 cont.	Cont	\$56.80	4
VC1000027097	6114558	Ecolab Inc.		6114558	48500	Oasis 135 Power Force Degreaser, Liquid, 2.5 Gal,14558	1 cont.	Cont	\$86.31	4
VC1000027097	6117781	Ecolab Inc.		6117781	48500	Oasis 146, Multi Quat Sanitizer Liquid, Gal, 17781	4 Gals	Case	\$95.48	4
VC1000027097	6100536	Ecolab Inc.		6100536	48500	Oasis 146, Multi-Quat Sanitizer Liquid 2.5 Gal, 17708	1 cont.	Cont	\$57.88	4
VC1000027097	6111288	Ecolab Inc.		6111288	48500	Pan Dandy, 5 Gal 11288	5 Gals	Cont	\$36.30	4
VC1000027097	6113003	Ecolab Inc.		6113003	48500	PanTastic, Liquid, 13003	9 bottles	Case	\$38.80	4
VC1000027097	6112971	Ecolab Inc.		6112971	48500	PanTastic, Liquid, 5 Gal, 12971	1 cont.	Cont	\$36.30	4
VC1000027097	6112963	Ecolab Inc.		6112963	48500	PanTastic, Liquid, Gal, 12963	4 Gals	Case	\$58.00	4
VC1000027097	6114544	Ecolab Inc.		6114544	48500	Power Force, Cleaner Degreaser, Spray 32oz, 14544	32 oz, 6 bottles per/case	Case	29.95	4
VC1000027097	6110942	Ecolab Inc.		6110942	48500	Rinse Dry Liquid, Gal, 10942	4 Gals	Case	\$81.18	4
VC1000027097	6100731	Ecolab Inc.		6100731	48500	Sanitizing Wash n Walk, Liquid, 2.5 Gal, 6100731	2.5 gal	Cont	\$71.11	4
VC1000027097	6100734	Ecolab Inc.		6100734	48500	Sanitizing Wash n Walk, Liquid, 6100734	15 gal	Cont	\$402.75	4
VC1000027097	6110354	Ecolab Inc.		6110354	48500	Solid Apex Metal Pot & Pan Detergent, 6.75lb, 10354	4 packs	Case	\$77.06	4
VC1000027097	6110364	Ecolab Inc.		6110364	48500	Solid Apex Presoak, 4lb, 10364	3 caps	Case	\$79.69	4
VC1000027097	6116818	Ecolab Inc.		6116818	48500	Solid Apex Rinse Additive, 2.5lb, 16818	2 packs	Case	\$203.86	4
VC1000027097	6125395	Ecolab Inc.		6125395	48500	Solid Brilliance Rinse Aid, 2.5lb, 25395	2 caps	Case	\$120.50	4
VC1000027097	6101753	Ecolab Inc.		6101753	48500	Solid Color Safe Bleach 2-3 lb.	2 - 3 lb.	Case	\$66.00	4
VC1000027097	6114508	Ecolab Inc.		6114508	48500	Solid Destainer, 14508	6 lb	Case	\$52.69	4
VC1000027097	6101766	Ecolab Inc.		6101766	48500	Solid Detergent AQN2 4-9 lb.	4 - 9 lb.	Case	\$132.16	4
VC1000027097	6110362	Ecolab Inc.		6110362	48500	Solid Dish Detergent Manual, 3lb, 10362	2 packs	Case	\$61.16	4
VC1000027097	6100975	Ecolab Inc.		6100975	48500	Solid LT Laundry CHLR SANT 2 x 4	4 lb	Case	\$55.36	4
VC1000027097	6110751	Ecolab Inc.		6110751	48500	Solid Metal Pro, 8lb, 10751	4 caps	Case	\$52.03	4
VC1000027097	6116001	Ecolab Inc.		6116001	48500	Solid Navisoft, 6lb, 16001	6 lb	Case	\$85.28	4
VC1000027097	6116005	Ecolab Inc.		6116005	48500	Solid Navisour, 16005	6 lb	Case	\$81.16	4
VC1000027097	6116016	Ecolab Inc.		6116016	48500	Solid Oxy-Brite, 16016	3 lb	Case	\$69.05	4
VC1000027097	6100185	Ecolab Inc.		6100185	48500	Solid Power XL Glass Gaurd, 9lb, 6100185	4 caps	Case	\$70.40	4
VC1000027097	6117301	Ecolab Inc.		6117301	48500	Solid Solitaire, 5lb, 17301	4 caps	Case	\$93.94	4
VC1000027097	6117905	Ecolab Inc.		6117905	48500	Solid Surge Plus, 9lb, 17905	9 lb	Case	\$120.51	4
VC1000027097	6125485	Ecolab Inc.		6125485	48500	Taj Mahal, 2.5gal, 6125485	2.5 gal	Cont	\$42.43	4
VC1000027097	6116326	Ecolab Inc.		6116326	48500	Tri-Star Flexlyite, 5gal, 16326	5 gal	Cont	\$61.60	4
VC1000027097	6115982	Ecolab Inc.		6115982	48500	Tri-Star Landri Destainer, 5gal, 15982	5 gal	Cont	\$25.76	4
VC1000027097	6114310	Ecolab Inc.		6114310	48500	Tri-Star So Fresh, 14310	5 gal	Cont	\$79.76	4
VC1000027097	6114320	Ecolab Inc.		6114320	48500	Tri-Star So Fresh, 14320	15 gal	Cont	\$201.89	4
VC1000027097	6114330	Ecolab Inc.		6114330	48500	Tri-Star Turbo Boost, 14330	15 gal	Cont	\$159.86	4
VC1000027097	6113722	Ecolab Inc.		6113722	48500	Ultra Dry Rinse Additive, Liquid, Gal, 13722	4 Gals	Case	\$109.00	4
VC1000027097	6110401	Ecolab Inc.		6110401	48500	Water Conditioner, 10401	15 gal	Cont	\$189.00	4


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

Bidder's Organization Name: Ecolab Inc.

Authorized By: Bruce Kottom 

Date: 1/26/2017

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

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

Yes

Yes with conditions as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No