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

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.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
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Delivery Days: 0
Contract Amount: 0.00

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<tr>
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<th>Discount</th>
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<td>02/28/21</td>
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Contract Amount: 0.00
Service Start Date: 00
Service End Date: 00

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

[Signature]  2/11/2020
Jaime C. Schorr, Chief Procurement Officer

Ecolab Inc.

[Signature]  2/12/2020
Dale Mrozinski, Government Market Analyst

Print Representative Name and Title
## RIDERS

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

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 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.
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.

GENERAL REQUIREMENTS

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 manufacturer’s 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 on 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.
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 or 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.
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

<table>
<thead>
<tr>
<th>Bidder’s Organization Name:</th>
<th>Ecolab Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive - Name/Title:</td>
<td>Dale Mrozinski</td>
</tr>
<tr>
<td>Tel: 952 852 0958</td>
<td>Fax: 651 306 5429</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:dale.mrozinski@ecolab.com">dale.mrozinski@ecolab.com</a></td>
</tr>
<tr>
<td>Headquarters Street Address:</td>
<td>1 Ecolab Place</td>
</tr>
<tr>
<td>Headquarters City/State/Zip:</td>
<td>Saint Paul, MN 55102</td>
</tr>
</tbody>
</table>

(Provide information requested below if different from above)

| Lead Point of Contact for Bid - Name/Title: | Dale Mrozinski, Government Market Analyst |
| Tel: 952 852 0958         | Fax: 651 306 5429    |
|                           | E-mail: dale.mrozinski@ecolab.com |
| Street Address: | 1 Ecolab Place |
| City/State/Zip: | Saint Paul, MN 55102 |

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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Dale Mrozinski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Government Market Analyst</td>
</tr>
</tbody>
</table>

| Authorized Signature: | Date: 2-4-2020 |

State of Maine
Rev. 7/15/2019
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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dale Mrozinski</td>
<td>Government Market Analyst</td>
</tr>
</tbody>
</table>

Authorized Signature: Dale Mrozinski  
Date: 2-4-2020
<table>
<thead>
<tr>
<th>PART NUMBER</th>
<th>SUPPLIER NAME</th>
<th>MANUFACTURER NAME</th>
<th>QUANTITY</th>
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<td>Acid Bathroom Cleaner, 61000292</td>
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<td>Clit-XP, Non-Abrasive Granular, 1.75 lb, 6117563</td>
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<td>2</td>
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<td>15</td>
<td>gal</td>
<td>Eco Star Builder C, Concentrated Alkaline, 15gal, 6110430</td>
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<td>18</td>
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<td>15</td>
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<td>15</td>
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<td>Eco Star Laundry Det Plus - 15 gal</td>
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<td>14</td>
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<td>ET Ultra-Klene, Liquid, Gal, 6113326</td>
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<td>Gemstar Lace, 2.5 Gal, 6101922</td>
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<td>gal</td>
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<td>Glass Cleaner, Liquid, 61 gal, 6101018</td>
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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?

X Yes

_____ Yes with conditions as follows:

______

_____ No