

**The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway North, Pittsburg, Texas 75686**

**Assignment of TIPS Non-Construction Contract
This is a Tri-Party Assignment Agreement.**

The intent of this form is to permit the named Assignee, as successor in interest to the Assignor, to be assigned all rights and obligations related to products and services sold or offered related to kitchen equipment care under the The Interlocal Purchasing System (TIPS) contract held by the Assignor named herein. Assignor shall retain all other rights and obligations under to such contract. This contractual assignment of rights is not exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the agreement of TIPS.

The Assignor, retains all contract rights to the named contract, except those listed above.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties to this assignment at the addresses provided in the signature block herein.

This assignment may be terminated by the Assignor or the Assignee for cause, no cause or for convenience with ten (10) days written notice to the other two (2) parties. The assignee is not granted rights to assign their rights under the assignment to any party or for any purpose.

TIPS Contract name and number: 170401 Food Service: Equipment, Chemicals, Supplies and Services

Assignor (original TIPS contract holder): Ecolab Inc.

Assignee (company assigned contract): _EEC Acquisition, LLC d/b/a Smart Care Equipment Solutions

Assignment number: (provided by TIPS) 05062019

The Assignor, non-exclusively and as limited herein, assigns the Assignor's contractual rights and obligations under the specified TIPS contract to the named Assignee for the limited time and purpose as described herein until Assignor's TIPS contract expires by its terms or this assignment agreement is terminated as provided herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract and must comply with all applicable federal, state and local law, regulations and rules. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for Proposal is hereby incorporated as Exhibit "A" to this form as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached, they are incorporated herein by reference as if copied verbatim.

If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of \$1.00 paid by cash by the Assignee. Other additional consideration may be demanded and received by the Assignor from the Assignee in relation to this assignment.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignor over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be to the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Meredith Barton

Signature: 

Title: Vice President of Operations

Address: 4845 US Hwy 271 N

City, State Pittsburg, TX.

Zip: 75686 Date: 05/06/2019

Name of Assignor Company: Ecolab Inc.

Printed Name of Authorized Signatory: Dale Mrozinski

Signature: Dale Mrozinski

Title: Government Market Analyst

Address: 1 Ecolab Place, EGH/7

City, State St. Paul, MN

Zip: 55102 Date: 5/6/2019

Name of Assignee Company: EEC Acquisition,
LLC

Printed Name of Authorized Signatory: Corey Wirtz

Signature: Corey Wirtz

Title: VP Finance & Controller

Address: 370 Wabasha St N, 18th Floor

City, State Saint Paul, MN

Zip: 55102 Date: May 6th, 2019

EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED BELOW

Exhibit "A" includes:

1. Assignor's TIPS Agreement,
2. The TIPS Request for Proposal related to this assignment
3. Assignor's response to the TIPS Request for Proposal and is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff insert below the above-named documents.

TIPS VENDOR AGREEMENT

Between Ecolab, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Equipment, Chemicals, Supplies & Service

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

Page 2 of 11

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS Members under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice,

so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

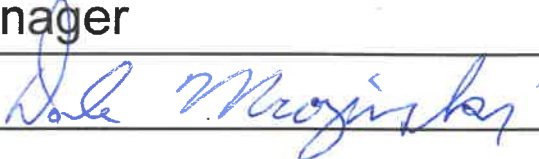


- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

Food Service: Equipment, Chemicals, Supplies & Service

Company Name Ecolab, Inc.
Address 1 Ecolab Place, EGH/7
City St. Paul State MN Zip 55102
Phone 651-250-4358 Fax 651-250-2682
Email of Authorized Representative gov.sales@ecolab.com
Name of Authorized Representative Dale Mrozinski
Title Government Sales Manager
Signature of Authorized Representative 
Date 5/19/17
TIPS Authorized Representative Name Meredith Barton
Title TIPS Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date June 22, 2017

The Interlocal Purchasing System (TIPS Cooperative)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170401	Department		Floor/Room
Title	Food Service Equipment, Chemicals, Supplies & Service	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	4/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	5/19/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Ecolab Inc.
Address	370 Wabasha St. North
	St. Paul, MN 55102
Contact	Dale Mrozinski
Department	
Building	
Floor/Room	
Telephone	(651) 250-4358
Fax	
Email	gov.sales@ecolab.com
Submitted	5/19/2017 02:33:08 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Dale Mrozinski

Email gov.sales@ecolab.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Ecolab, Inc.
6	Primary Contact Name	Primary Contact Name	Dale Mrozinski
7	Primary Contact Title	Primary Contact Title	Government Sales Manager
8	Primary Contact Email	Primary Contact Email	gov.sales@ecolab.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6512504358
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6512502682
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Salem Sium
13	Secondary Contact Title	Secondary Contact Title	Assoc Government Market Analyst
14	Secondary Contact Email	Secondary Contact Email	gov.sales@ecolab.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6512504358
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6512502682
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Dale Mrozinski

19	Admin Fee Contact Email	Admin Fee Contact Email	gov.sales@ecolab.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6512504358
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Customer Service
22	Purchase Order Contact Email	Purchase Order Contact Email	cs - institutionalorders.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003525326
24	Company Website	Company Website (Format - www.company.com)	www.ecolab.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	41-0231510
26	Primary Address	Primary Address	1 Ecolab Place, EGH/7
27	Primary Address City	Primary Address City	St. Paul
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MN
29	Primary Address Zip	Primary Address Zip	55102
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Ecolab, warewashing, laundry, housekeeping, janitorial, custodial, chemical, soap, dish washer, pot & pan cleaner, oven cleaner, delimer, descaler, floor cleaner, glass cleaner
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	St. Paul
34	Company Residence (State)	Vendor's principal place of business is in the state of?	MN
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	25%
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	7
44	Years Experience	Company years experience in this category?	94
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here? Yes
- 51 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 52 Regulatory Standing
- Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that:
- (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

55 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) USDA is an equal opportunity provider, employer, and lender.

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions
Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members: (No Response Required)
The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

59 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Yes
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) 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)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	No

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements
Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? No
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

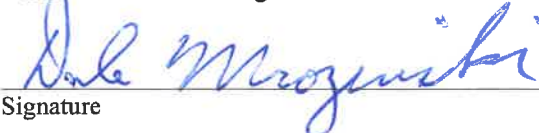
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Ecolab, Inc.

Name/Address of Organization

Dale Mrozinski/Government Sales Manager

Name/Title of Submitting Official


Signature

5/19/17

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

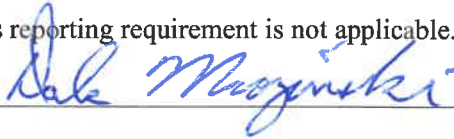
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: **Dale Mrozinski**

Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official:



B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Signature of Authorized Company Official:

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Ecolab, Inc.

(Name of Corporation)

I, Michele Kennedy certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Dale Mrozinski

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



**** Please see Certificate of Designation authorizing Dale Mrozinski to sign on behalf of President and authorizing Michele Kennedy to sign on behalf of the Secretary of the Corporation.**

CORPORATE SEAL

Michele Kennedy

SIGNATURE

5/19/17

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☐ YES or NO ☒

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☐ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

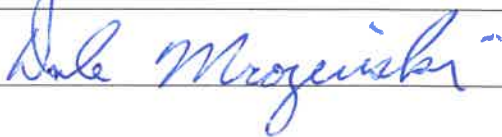
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Ecolab, Inc.

Print name of authorized representative Dale Mrozinski

Signature of a

Date 5/19/17



FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT
IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT
OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Ecolab, Inc.

Name of company expressly waiving confidential status of material

Dale Mrozinski, Government Sales Manager,

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1 Ecolab Place, EGH/7 St. Paul MN 55102 651-250-4358
Address City State ZIP Phone

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Signature of vendor doing business with the governmental entity

5/19/17

Date

ECOLAB INC.

CERTIFICATE OF DESIGNATION

I, David F. Duvick, duly elected and acting Assistant Secretary of Ecolab Inc., a Delaware corporation, hereby certify that the following persons have been duly designated and are duly authorized to sign and deliver, in the name and on behalf of the Corporation, government and non-profit customer agreements, proposals and bids relating to the sale of various products, equipment and services undertaken by the Corporation (which includes, without limitation, EcoSure, Ecotemp, Food & Beverage, Healthcare, Institutional, Pest Elimination and Textile Care) in the normal course of business:

Bruce Kottom who signs



Michele Kennedy who signs



Dave Scarsella who signs



Dale Mrozinski who signs



Robert Michels who signs



I further certify that the foregoing designations and authorizations have been granted pursuant to a resolution regarding Sale and Other Disposition Transactions adopted at a meeting of the Board of Directors of Ecolab Inc. duly held on the 18th day of December, 1992, and that said resolution is still in full force and effect.

IN WITNESS WHEREOF, I have affixed my signature and the seal of the said Ecolab Inc. this _____ day of _____, 2017.



David F. Duvick
Assistant Secretary



MACHINE WAREWASHING

SERVICE POLICY

The purpose and objective of Ecolab's services is to assure Food Service Operators of a properly functioning warewashing operation. Ecolab's service is a safeguard measure – its true value lies in knowing that your dishroom will operate correctly, insuring proper results on all ware, and that it is maintained properly to avoid poor results and critical violations in the future.

ON EVERY SERVICE CALL WE WILL DO THE FOLLOWING

1. **REGULARLY SCHEDULED SERVICE CALLS.** In addition, Ecolab's territory managers will make emergency service calls as necessary to handle problems requiring immediate attention and correction.
2. **WE WILL MEASURE THE CONCENTRATION OF THE DETERGENT WASH SOLUTION BY CHEMICAL ANALYSIS.** We will maintain concentrations within the range of proper warewashing. We will take steps to remedy conditions which allow this cost to go too high, resulting in overconsumption, or too low, causing poor results.
3. **WE WILL CHECK AND REGULATE THE TEMPERATURE** of the wash and rinse solutions in the dishmachine tanks and the temperature of the final fresh water rinse with an accurate thermometer, thereby doublechecking the dishmachine thermometer.
4. **WE WILL CHECK STEAM AND FILL VALVES FOR LEAKS AND OTHER DISORDERS.** We will report major valve troubles immediately to management to eliminate the high cost of faulty valve operation. These problems are responsible for most of the energy waste in a warewashing operation. We will repair the valves if possible.
5. **WE WILL CHECK AND ADJUST WASH-MANIFOLD ARMS AND NOZZLES, RINSE ARMS AND JETS FOR EFFICIENT OPERATION.** If they are clogged, the Ecolab territory manager will instruct operators on the proper, daily cleaning methods. He will check rotating wash arms for proper pitch and pressure and check wash and rinse arm bearings to see that arms are revolving freely. We will repair wash arms and rinse arms if possible.
6. **WE WILL INSPECT THE BY-PASS ACTION, THE OVERFLOW ACTION AND THE BALANCE OF THE MACHINE AND ADJUST TO MACHINE MANUFACTURER'S RECOMMENDATION.** The dishmachine's effectiveness is totally dependent upon this by-pass overflow action. Good results are impossible if it is not operating properly.
7. **WE WILL CHECK THE DRAIN VALVE AND PLUMBING.** We will repair drain valves if possible or recommend alternative solutions.
8. **WE WILL CHECK THE PUMP AND MOTOR.** We will check the pumps for leaks. We will check pump and impeller for wear and foreign objects. We will check air vents and motor rotation, clogged or improper strainer screens. We will report pump and motor problems immediately to management and recommend solutions to correct the problem.
9. **WE WILL CHECK ALL REMAINING WAREWASHING EQUIPMENT** and make minor repairs and adjustments with your knowledge and approval. We will instruct your operators on procedures to remove lime deposits through the use of LIME-A-WAY®.
10. **WE WILL INSPECT THE ELECTRICAL WIRING AND SWITCHES AND REPORT OUR FINDING TO MANAGEMENT.**

IN THE CASE OF ANY REPLACEMENT OF PARTS BY AN ECOLAB TERRITORY MANAGER, THE COST OF THE PART WILL BE INCURRED BY THE CUSTOMER. ECOLAB, THROUGH ITS SPOT PAC PROGRAM, HAS REPAIR PARTS AVAILABLE FOR OVER 175 DISHMACHINES. THESE PARTS MAY BE ORDERED THROUGH YOUR ECOLAB TERRITORY MANAGER.

WE WILL SUPPLY MANAGEMENT WITH THE FOLLOWING

1. **ELECTRONIC SERVICE** reports on each service call.
2. **OPERATING CHARTS** for Dishmachine Operators regarding the care and use of the dishmachine (available in English and Spanish).
3. **TRAINING INSTRUCTIONS.** We will train Dishmachine Operators in:
 - a. Proper racking of dishes.
 - b. Pre-scrapping procedures.
 - c. Specialized handling procedures.
 - d. Daily machine clean-up procedures. We will make recommendations to the Manager on all phases of the dishmachine operation and advise him of the latest concepts and equipment developments in warewashing.
 - e. A complete training program to familiarize all employees on the proper application and use of all Ecolab products.
4. **SPECIAL SURVEYS**
When needed, special surveys with emphasis on energy audits and warehandling, plus analyzing operation and equipment conditions, will be made subject of special studies.

The Ecolab Warewashing Specialist is a graduate of an intensive technical training program in all phases of warewashing and kitchen environmental sanitation. No other company in this field equips its representatives with such high professional competence; that is why no one else can match the service benefits offered by Ecolab.



Kitchen Service Procedures

Personally Delivered Service

Service Commitment

- ▲ On call 24 Hours a Day, 7 Days a Week (1-800-352-5326)

Visit Procedures for Ecolab Representative

- ▲ Check in with the General Manager for any problems between calls and for new employees that need training on Ecolab areas of responsibility.
- ▲ Ecolab Representative proceeds with preventative maintenance call.



Results Inspected

- ▲ The Ecolab Representative will inspect ware results which may include: dishware, glassware, cups, flatware, pots and pans.

Dishmachine Inspected Areas May Include:

- | | | | |
|---------------------|------------------|--------------|--------------|
| ■ Booster Heater | ■ Door | ■ Fill Valve | ■ Jets |
| ■ Rinse Valve | ■ Water Level | ■ Drains | ■ Curtains |
| ■ Overflow | ■ Pre-wash Tank | ■ By-Pass | ■ Rinse Arms |
| ■ Gauges | ■ Pumps | ■ Wash Arms | ■ Motor |
| ■ Final Rinse | ■ Pre-Scrap Hose | ■ Switches | ■ Conveyors |
| ■ Water Temperature | ■ Timers | | |

Dispensing Equipment Inspected

- ▲ Ecolab Representative will inspect all dispensing equipment to ensure proper function and concentrations.

Readings Taken

- ▲ Ecolab Representative will measure/record machine, product and water readings including:

■ Wash Temp	■ Rinse PSI	■ Rinse Additive	■ Detergent Titration
■ Produce Wash	■ Quat Sanitizer	■ Water Hardness	■ Final Rinse Temp

General Kitchen Inspection

- ▲ Ecolab Representative will inspect general kitchen area which may include:

■ Pre-scrap Hose	■ Procedures	■ Garbage Disposal	■ Food Contact Surfaces
■ Cooler/ Freezer	■ Sink		

360° of Protection

- ▲ Ecolab Representative will inspect operational areas and potential safety areas including:

■ Eye Wash Station	■ First Aid Kit	■ MSDS Station	■ Wall Charts
■ Spray Bottles	■ Labels	■ Test Strips	■ Front of House
■ Inventory/ Storage	■ Floors	■ Restrooms	
- ▲ All issues identified and services provided will be detailed on a **Service Detail Report**. The Ecolab Representative prior to leaving will make required adjustments, corrections or repairs or make arrangements for them. Service reports will be reviewed electronically and signed by the Manager with all action needed agreed upon. A copy of the report will be faxed or e-mailed the following day.



Housekeeping Service Procedures

Personally Delivered Service

Service Commitment

- ▲ On call 24 Hours a Day, 7 Days a Week (1-800-352-5326)

Housekeeping Procedures for Ecolab Representative

- ▲ Check in with the General Manager for any problems between calls and for new employees that need training on Ecolab areas of responsibility.

Results Inspected

- ▲ The Ecolab Representative will inspect housekeeping results which may include: floors, entry area, employee restrooms, guest restrooms, and hallways.

Housekeeping Products Checked

- | | | | |
|-----------------------|--------------------|------------------|----------------|
| ■ All Purpose Cleaner | ■ Bathroom Cleaner | ■ Carpet Cleaner | ■ Disinfectant |
| ■ Exterior Cleaner | ■ Floor Cleaner | ■ Glass Cleaner | ■ Hand Care |
| ■ Odor Control | ■ Sanitizer | ■ Specialty | |

Dispensing Equipment Inspected

- ▲ Ecolab Representative will inspect all dispensing equipment to ensure proper function and concentrations.

360° of Protection – Operational / Potential Safety Areas Inspected

- ▲ Ecolab Representative will inspect operational areas and potential safety areas which may include:

- | | | | |
|--------------------|----------------|-----------------|---------------|
| ■ Eye Wash Station | ■ Floors | ■ Wall Charts | ■ Labels |
| ■ Biohazard Kit | ■ MSDS Station | ■ Spray Bottles | ■ Test Strips |
| ■ First Aid Kit | ■ Inventory | | |

- ▲ All issues identified and services provided will be detailed on a **Service Detail Report**. The Ecolab Representative prior to leaving will make required adjustments, corrections or repairs or make arrangements for them. Service reports will be reviewed electronically and signed by the Manager with all action needed agreed upon. A copy of the report will be faxed or e-mailed the following day.





Laundry Service Procedures

Personally Delivered Service

Service Commitment

- ▲ On call 24 Hours a Day, 7 Days a Week (1-800-352-5326)

Laundry Visit Procedures for Ecolab Representative

- ▲ Check in with the General Manager for any problems between calls and employees that need training on Ecolab areas of responsibility.
- ▲ Ecolab Representative proceeds with preventative maintenance call.

Results Inspected

- ▲ The Ecolab Representative will inspect laundry results which may include: appearance, feel, odor, staining, wrinkling, chlorine, and wettability.

Readings Taken

- ▲ Ecolab Representative will inspect general laundry area which may include: equipment, procedures, and dryer.

Laundry Machine Products Checked May Include:

- | | | | |
|-------------------|----------------|------------|-----------------------------|
| ■ Load Counts | ■ Load Counter | ■ Formulas | ■ Drain |
| ■ Laundry Machine | ■ Reversing | ■ Doors | ■ Steam Tunnel |
| ■ Extract | ■ Valves | ■ Signals | ■ Formula Reading Equipment |
| ■ Timer | | ■ Water | |

Dispensing Equipment Inspected

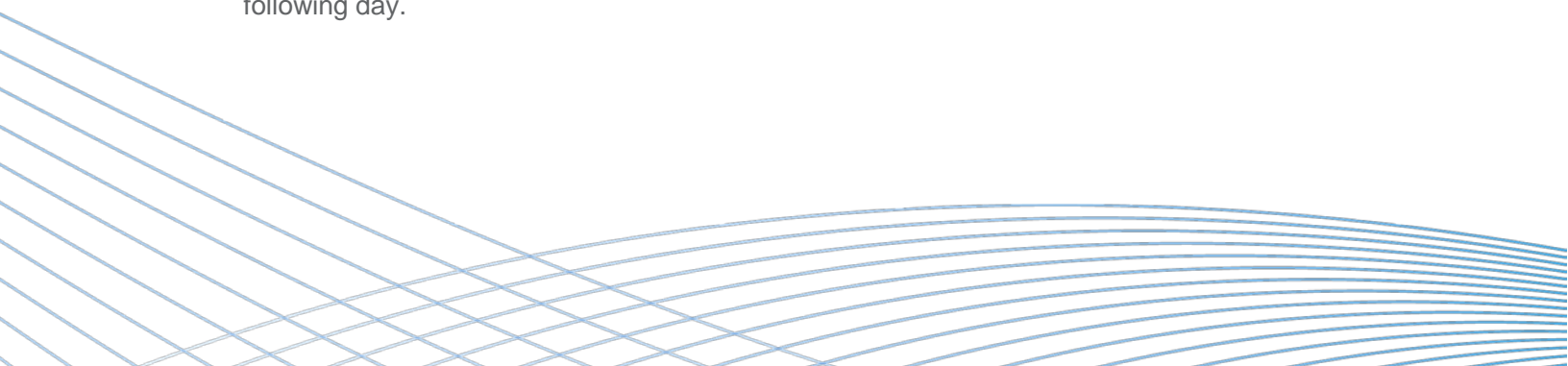
- ▲ Ecolab Representative will inspect all dispensing equipment to ensure proper function and concentrations.

360° of Protection

- ▲ Ecolab Representative will inspect operational areas and potential safety areas which may include:

- | | | | |
|--------------------|-----------------|----------------|---------------------|
| ■ Eye Wash Station | ■ First Aid Kit | ■ MSDS Station | ■ Inventory/Storage |
| ■ Spray Bottles | ■ Labels | ■ Test Strips | ■ Wall Charts |
| ■ Biohazard Kit | ■ Floors | | |

- ▲ All issues identified and services provided will be detailed on a **Service Detail Report**. The Ecolab Representative prior to leaving will make required adjustments, corrections or repairs or make arrangements for them. Service reports will be reviewed electronically and signed by the manager with all action needed agreed upon. A copy of the report will be faxed or e-mailed the following day.





Sustainability

Sustainability helps drive everything we do and develop. We recognize that what we do not only has an effect within your property, but also serves as a model for the community as a whole. We take our responsibility seriously.



Ecolab Sustainability Pledge

We are committed to delivering:

- ▲ **Superior Performance:** The best results the first time.
- ▲ **Improved Environmental Impact:** Programs that help protect employee health and safety and minimize impact on land, air and water.
- ▲ **Operational Savings:** Minimize wasteful consumption of water, energy, product, labor and packaging materials.



CLEAN
SAFELY



SAVE
ENERGY



CONSERVE
WATER



REDUCE
WASTE

Helping Conserve Resources and Reduce Waste

- ▲ Our Solutions are proven to **clean safely** and reduce consumption of water, energy and packaging materials while protecting human health and ensuring safety.
- ▲ Up to **48% energy savings** gained using innovative laundry programs which reduces wash cycle steps thus saving water and energy.
- ▲ Up to **46% water savings** gained through advanced warewashing systems that monitor dishmachine use to lower rack counts and conserve utilities.
- ▲ Up to **98% less waste** when concentrated housekeeping solutions are used which generate less plastic waste than ready-to-use products.



Company Overview

From its founding in 1923, Ecolab's story has been one of innovation, customer service, industry leadership and growth. Over the years, we have built upon our humble beginnings – one man transforming a simple idea into a simple product to cost-effectively clean hotel carpets – to become a global company with 40,000 employees serving more than one million customers across a range of industries in more than 160 countries. The company headquarters is located in St. Paul, Minnesota.

What We Do at Ecolab

At Ecolab, we develop, manufacture and market commercial cleaning, sanitizing, food safety and infection prevention products and services. Our products and services touch the lives of millions of people each day. We are a partner in success with our customers – in helping to ensure the satisfaction of their customers, reducing risks to their business and protecting and enhancing their reputation. **Together, we make the world cleaner, safer and healthier – protecting people and vital resources.**

Many types of customers – among them restaurants, hospitals, food manufacturing plants and cruise lines – look to us to help ensure their environments are clean, safe and healthy, food is safe to serve and eat and the threat of disease is reduced.

The Ecolab Team

At Ecolab, our aim is to be there when and wherever our customers need us – providing personalized support any time of day, any day of the year around the globe. Below is a summary of the team that provides support to our customers in the United States and globally.

	Institutional U.S.	Ecolab Global
Sales & Service Team	2,600 associates – all full-time	22,000 associates
Customer Service	24 / 7 / 365 live support – in U.S.	50 regional call centers
Technical Services	24 U.S. product & equipment experts	30 regional teams
Manufacturing	8 Ecolab-operated plants	100+ plants worldwide
R&D and Engineering	1,300 Researchers (including 500+ PhDs) 5,800+ patents 15 Regional R&D Centers	



Unparalleled Service You Can Trust

Knowledgeable, dependable and experienced Ecolab service specialists are dedicated to ensuring your success. During regularly scheduled visits, your Ecolab Representative will carefully inspect your cleaning and sanitation systems, equipment and operation to make sure everything is running as smoothly and efficiently as possible.

Personal Service

- ▲ Dedicated service specialists and regular on-site support
- ▲ Customized solutions: the right products, tools, and equipment
- ▲ Demonstrated impact supported by data
- ▲ Onsite employee training at no additional charge
- ▲ Troubleshooting and proactive issue resolution



Emergency Service Coverage

- ▲ Around-the-clock emergency service coverage - 24/7/365
- ▲ Live customer service agents at **1 800 35 CLEAN**
- ▲ Telephone follow-up on emergency service requests
- ▲ Escalation process to help insure timely issue resolution
- ▲ Technical support provided by world-class chemists, microbiologists and engineers



Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 03-Jan-2017	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3536013. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
			Co.A National Union Fire Ins Co of Pittsburgh PA			
INSURED Ecolab Inc., Nalco Company LLC, Nalco Champion 370 North Wabasha Street St. Paul Minnesota 55102 United States			Co.B Ins. Co. of the State of Pennsylvania			
			Co.C New Hampshire Ins. Co.			
			Co.D ACE Property & Casualty Ins Co			
			Co.E			
			Co.F			
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A A	GENERAL LIABILITY Commercial General Liability Occurrence	GL5196541 GL5196542 (Products)	31-DEC- 2016 31-DEC- 2016	31-DEC-2017 31-DEC-2017	GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS - COMP/OP AGG	USD 15,000,000
					PERSONAL AND ADV INJURY	USD 2,000,000
					EACH OCCURRENCE	USD 2,000,000 Prem / USD 5,000,000 Products
					FIRE DAMAGE (ANY ONE FIRE)	USD 500,000
					MED EXP (ANY ONE PERSON)	
A A A	AUTOMOBILE LIABILITY Any Auto	CA2936053 (AOS) CA2936055 (MA) CA2936054 (VA)	31-DEC- 2016 31-DEC- 2016 31-DEC- 2016	31-DEC-2017 31-DEC-2017 31-DEC-2017	COMBINED SINGLE LIMIT	USD 5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	

D	EXCESS LIABILITY Umbrella Form	XOOG27930426002	31-DEC-2016	31-DEC-2017	EACH OCCURENCE	USD 10,000,000
					AGGREGATE	USD 10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
C	WORKERS	WC014649457 (AOS)	31-DEC-2016	31-DEC-2017		
C	COMPENSATION/	WC014649458	31-DEC-2016	31-DEC-2017	WORKERS COMP	Statutory
C	EMPLOYERS	(AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT)	31-DEC-2016	31-DEC-2017	LIMITS	
B	LIABILITY	WC014649459 (CA) WC014649460 (FL)	31-DEC-2016	31-DEC-2017	EL EACH ACCIDENT	USD 2,000,000
	THE	WC014649462 (WI) (incl Stop Gap	31-DEC-2016		EL DISEASE -	USD
	PROPRIETOR	ND,WA,WY)	31-DEC-2016		POLICY LIMIT	2,000,000
	/ PARTNERS /				EL DISEASE -	USD
	EXECUTIVE				EACH EMPLOYEE	2,000,000
	OFFICERS					
	ARE Included					
C	Workers Compensation	WC014649461 (ME)	31-DEC-2016	31-DEC-2017	See Above	
B	Workers Compensation	WC014649463 (MA)	31-DEC-2016	31-DEC-2017	See Above	
A	Excess Workers Compensation	XWC6583119 (OH)	31-DEC-2016	31-DEC-2017	WC Statutory Limits;	EL 1M/1M Excess of 1M SIR
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

MEMORANDUM OF INSURANCE

DATE

03-Jan-2017

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3536013>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER

Marsh USA Inc.
("Marsh")

INSURED

Ecolab Inc., Nalco Company LLC, Nalco Champion
370 North Wabasha Street
St. Paul
Minnesota 55102
United States

ADDITIONAL INFORMATION

Any person or organization is included as additional insured on the auto liability, general liability and umbrella liability policies, where required by written contract executed prior to loss. Refer to the sections below for the applicable additional insured, waiver of subrogation, notice of cancellation and other endorsements that may apply, where required by contract. All endorsements are issued on a blanket basis without having to specifically name individual customers or others on an

endorsement.

Named Insured: coverage under the policies shown above apply to Ecolab Inc., its subsidiaries, and business units including but not limited to the following:

Ecolab Inc.
370 Wabasha St. N.
St. Paul, MN 55103

Ecovation, Inc
Food Safety Specialists, Inc
GCS Services, Inc.
Pest Elimination
Swisher International

Nalco Company LLC
1601 West Diehl Road
Naperville, IL 60563

Nalco Crossbow Water LLC
Nalco Fab-Tech LLC
Nalco One Source LLC
Nalco Industrial Outsourcing
Quantum Technical Services, LLC
Res-Kem LLC
Res-Kem General Water LLC
Nalco Cal Water LLC

Nalco Champion
7705 Highway 90-A
Sugar Land, TX 77478

Champion Technologies, Inc.
Corsicana Technologies, Inc. (Corsitech)
Fresno Energy, LLC
Permian Mud Service, Inc.
Texian Development, Inc.
Tiorco, LLC
Ultra Fab

Additional Insured: Where required by written contract executed prior to loss, the certificate holder and any person or organization are included as additional insured on the auto liability, general liability and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises) and General Liability (Products/Completed Operations)
Additional Insured-Where Required Under Contract or Agreement 61712 (Premises); 94954 (Products)
Additional Insured-Vendors CG2015
Additional Insured-Primary Insurance 74434 (Premises); 94955 (Products)

General Liability (Premises)

Additional Insured-State of Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations CG2012

Additional Insured-Lessor of Leased Equipment CG2028

Additional Insured-Owners, Lessees or Contractors-Automatic Status When Requirement in Construction Agreement with You CG2033

General Liability (Products/Completed Operations)

Additional Insured-Owners, Lessees or Contractors-Completed Operations CG2037

Automobile Liability

Additional Insured-Where Required Under Contract or Agreement 87950

Lessor-Additional Insured and Loss Payee CA2001

Insurance Primary as to Certain Additional Insureds 74445

Waiver of Subrogation: Where required by written contract executed prior to loss, waiver of subrogation is granted on the auto liability, general liability, workers' compensation and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises) and General Liability (Products/Completed Operations): Waiver of Transfer of Rights of Recovery Against Others to Us CG2404

Automobile Liability: Waiver of Transfer of Rights of Recovery Against Others to Us 62897

Workers' Compensation & Employers Liability: Waiver of Our Right to Recover from Others WC000313

Notice of Cancellation: The following endorsements are attached to the policies shown above:

General Liability (Premises), General Liability (Products/Completed Operations) and Automobile Liability: Limited Advice of Cancellation to Scheduled Entities 108538

Workers' Compensation & Employers Liability: Limited Advice of Cancellation Provided Via Email to Entities Other Than the Named Insured WC990056

Pesticide or Herbicide Applicator Coverage CG2264 is attached to the general liability (premises) liability policy shown above

Blended Pollution Named Peril & Time Element is attached to the general liability (premises) policy shown above

Waiver of Governmental Immunity Endorsement CG2414 is attached to the general liability (premises) policy shown above

Alternate Employer Endorsement WC000301, WC000301A are attached to the workers' compensation policies shown above

Longshore and Harbor Workers' Compensation Act Coverage Endorsement WC000106A is attached to the workers' compensation policies shown above

Umbrella SIR of \$1M is applicable only to General or Products Liability first loss after primary limits are exhausted.

Maritime Coverage Endorsement WC000201B (Jones Act) is attached to the workers' compensation policies shown above. Outer Continental Shelf Lands Act Coverage Endorsement WC000109C is attached to the workers' compensation policies shown above.

The insurance evidenced herein and in the referenced policies is not intended to provide coverage beyond that required by written contract, beyond the Named Insured's indemnification obligations or at law.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.



Ecolab Standard Indemnification Coverage

With regard to third party claims, Ecolab will defend, indemnify and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) Ecolab's breach of its warranties or (ii) Ecolab's (or its employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab under this Agreement. If Ecolab accepts tender for indemnity hereunder, Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent.

