

CONTRACT FOR SUPPLY

CONTRACT NO: 1411-14021

FOR

INSTITUTIONAL GRADE LAUNDRY CHEMICALS

BETWEEN



**COOK COUNTY GOVERNMENT
SHERIFF'S DEPARTMENT OF CORRECTIONS**

AND

**ECOLAB, INC.
(Based on State of Illinois Contract No. 4017455)**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2014

CONTRACT FOR SUPPLY

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Ecolab, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the State of Illinois solicited a formal bid process for PSD Laundry Chemicals, Institutional and the Contractor was identified as the qualified and best value provider for the goods; and

Whereas, the State of Illinois entered into a contract on June 20, 2013, for the provision of goods by the Contractor for the County relative to Institutional Laundry Chemicals; and

Whereas, the County wishes to leverage the procurement efforts of the State of Illinois; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Ecolab, Inc., herein after the "Contractor"; and

Whereas, the County, through the Sheriff's Department of Corrections, desires certain similar goods of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County, Insitutional Laundry Chemicals per the State of Illinois Contract No. 4017455; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver the goods set forth in Exhibit 2, Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State of Illinois Contract No. 4017455 as set forth in Exhibit 2, Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective November 26, 2014 through November 25, 2016, with two, one-year renewals, following proper execution by the County; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$187,151.68. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the State of Illinois contract, hereto incorporated by reference as Exhibit 3, the State of Illinois Contract No. 4017455, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- | | |
|-----------|--|
| Exhibit 1 | General Conditions |
| Exhibit 2 | Price Proposal |
| Exhibit 3 | State of Illinois Contract No. 4017455 |
| Exhibit 4 | Evidence of Insurance |

CONTRACT NO: 1411-14021
VENDOR NAME: ECOLAB, INC.

EXHIBIT 1
GENERAL CONDITIONS

GENERAL CONDITIONS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all Subcontractor it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subcontractor. Identification of Subcontractor to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontracts shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor are of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, Subcontractor or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of Subcontractor to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and Subcontractor which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of Subcontractor to waive the rights of recovery against Cook County and all tiers of Subcontractor.

Insurance Requirements of the Contractor

Prior to the commencement of any Services, Contractor, at its cost, shall secure and maintain at all times during the performance of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

- (a) **Workers Compensation Insurance**
Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$2,000,000
General Aggregate	\$2,000,000

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed, approved or authorized by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, Subcontractor, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual

remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1)

year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of

the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. **POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and Subcontractor, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs. **The Contractor shall have a subcontracting goal of not less than twelve (12%) percent MBE and five (5%) percent WBE of the contract price for this contract.**

- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall

be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it

intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi-Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under

Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Contractor and Subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or Subcontractor shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and Subcontractor to comply therewith. The Contractor shall confine the operations of its employees, agents and Subcontractor on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank

statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and Subcontractor are, for all purposes arising out of the Contract, independent Contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or Subcontractor shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent Contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
 - (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it

has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any Subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract

and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or sub agreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under

the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the

major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its Subcontractor, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report

and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or sub agreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and Subcontractor at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or

approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will

be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans.

However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Contractor and the County intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Contractor warrants to County, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Contractor warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Contractor must comply with the standard providing the greatest accessibility. Also, the Contractor must, prior to construction, review the plans and

specifications to insure compliance with the above referenced standards. If the Contractor fails to comply with the foregoing standards, the Contractor must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Contractor/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Contractor/Contractor represents and warrants that the Contractor/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and Subcontractor, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or

reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 1411-14021
VENDOR NAME: ECOLAB, INC.

EXHIBIT 2
PRICE PROPOSAL

Ecolab, Inc. shall furnish and deliver the laundry chemicals listed on the State of Illinois Contract No. 4017455 (Exhibit 3) on an as-needed basis. The following items will be delivered to the Cook County Sheriff's Department of Corrections, all in accordance with the Contract Documents, Specifications and Proposal Herein.

	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
1.	Commodity Code: 3582-002-5932	12,760	\$11.6080	\$148,118.08
2.	Commodity Code: 3582-002-3110	240	\$35.70	\$8,568.00
3.	Commodity Code: 3582-002-5933	1,320	\$6.57	\$8,672.40
4.	Commodity Code: 3582-002-3032	5,720	\$3.81	\$21,793.20

GRAND TOTAL: \$187,151.68

Delivery shall be made within thirty (30) days after receipt of order.

CONTRACT NO: 1411-14021
VENDOR NAME: ECOLAB, INC.

EXHIBIT 3

STATE OF ILLINOIS CONTRACT NO. 4017455

Contract Number
4017455

Master Contract



Identification

Date Published: 06/13/2014

Contract Number: 4017455
Contract Title: PSD LAUNDRY CHEMICALS, INSTITUTIONAL

Category: Commodities

T-Number: T4180
T-Number Title: LAUNDRY CHEM., INSTITUTIONAL

Start Date: 06/20/2013
Expiration Date: 06/19/2016
Fiscal Year: 13

Joint Purchasing Indicator: Yes

Green Contract: No
Small Business Set-Aside: No
Does this contract include a BEP Requirement: No

Close

Agency

**Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.

Agency: SWC - Statewide Contract
Master Agency: R0
Master Sub-Agency:

Comments/Overview

Attachments

Attachments Require Adobe® Acrobat® Reader to View.

[Contract File Attachment for: 4017455](#)



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STATE OF ILLINOIS
DEPARTMENT OF
CENTRAL MANAGEMENT SERVICES

T NUMBER: T4180
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

NOTICE OF AWARD

CONTRACT TITLE: PSD LAUNDRY CHEMICALS, INSTITUTIONAL

CONTRACT NO: 4017455

OPTIONS AVAILABLE: 01 JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS VENDOR NUMBER:
ECOLAB INC CONTRACT SALES
370 WABASHA ST
ST PAUL, MN 55102-1323

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE
LINDA TRIBBET
(217) 524-9696

SOLICITATION: 226573 BID OPEN DATE: 02/27/13

CONTRACT NO: 4017455
W00201 : SCOPE:

TO ESTABLISH A ONE (1) YEAR TERM CONTRACT FOR THOSE AGENCIES AND ALL LOCAL GOVERNMENTAL UNITS AUTHORIZED TO PARTICIPATE IN THE JOINT PURCHASING PROGRAM, WHO OPERATE INSTITUTIONAL LAUNDRIES, TO ACQUIRE LAUNDRY CHEMICALS AND THE RELATED EQUIPMENT NECESSARY TO MEASURE, DISPENSE, AND TRACK THE USAGE OF SUCH INSTITUTIONAL LAUNDRY CHEMICALS.

UPON MUTUAL AGREEMENT OF THE PARTIES, THE STATE RESERVES THE RIGHT TO RENEW THE RESULTING CONTRACT FOR A TOTAL OF TWO (2) YEARS IN ONE OF THE FOLLOWING MANNERS:

- A) ONE RENEWAL FOR THE ENTIRE RENEWAL ALLOWANCE
- B) INDIVIDUAL ONE-YEAR RENEWALS
- C) ANY COMBINATION OF FULL OR PARTIAL-YEAR RENEWALS UP TO AND INCLUDING THE ENTIRE RENEWAL ALLOWANCE.

CONTRACT NO: 4017455
W00205 : PACKAGING:

ALL ITEMS MUST BE CLEARLY MARKED WITH MANUFACTURE'S STANDARD LABEL TO INCLUDE:

- NAME OF CONTENTS
- NET WEIGHT/VOLUME
- OSHA/FEDERAL HAZARDOUS MATERIAL LABELING REQUIREMENTS.

SHIPMENTS NOT IN ACCORDANCE WITH THE ABOVE WILL BE REFUSED AND RETURNED TO VENDOR, FREIGHT COLLECT.

PACKAGING OR FORMULATION CHANGES AFFECTING PRODUCT PERFORMANCE WILL NOT BE MADE DURING THE CONTRACT PERIOD WITHOUT PRIOR WRITTEN ADVISEMENT AND APPROVAL OF THE STATE.

CONTRACT NO: 4017455
W00206 : MANDATORY SERVICE AND TESTING REQUIREMENTS:

THE CONTRACTOR AS A RESULT OF THIS SOLICITATION MUST EMPLOY QUALIFIED TECHNICAL SERVICE REPRESENTATIVES WHICH MUST BE AVAILABLE TO PROVIDE SERVICE TO FACILITIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING NOTICE.

DURING THE FIRST VISIT TO THE FACILITY, THE CONTRACTOR SHALL PROVIDE A CONTACT LIST TO THE LAUNDRY PLANT MANAGER WITH THE NAMES AND TELEPHONE NUMBERS OF TECHNICAL REPRESENTATIVES WHO WILL BE SERVICING THE FACILITY.

A QUALIFIED TECHNICIAN IS DEFINED AS A REPRESENTATIVE OF THE

PRODUCT'S MANUFACTURER, WHO HAS BEEN TECHNICALLY TRAINED AND EMPLOYED BY THE MANUFACTURER FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR, DURING SUCH TIME THEIR RESPONSIBILITIES SHALL HAVE INCLUDED SERVICING INSTITUTIONAL COMMERCIAL LAUNDRY ACCOUNTS.

QUALIFIED TECHNICIAN SHALL:

- (1) VISIT EACH FACILITY WHERE RESULTING CONTRACTS ARE IN PLACE; A MINIMUM OF ONE ENTIRE EIGHT (8) HOUR SHIFT DAY, ONE (1) DAY PER QUARTER, FOR THE PURPOSE OF EVALUATING LAUNDRY OPERATIONS. SAID VISIT SHALL BE PRE-ARRANGED WITH THE LAUNDRY PLANT MANAGER IN ADVANCE TO ENSURE BOTH PARTIES ARE PRESENT FOR THE EVALUATION.
- (2) THE INITIAL VISIT SHALL BE SCHEDULED NOT LATER THAN TWO (2) WEEKS FROM THE INITIAL DELIVERY OF CONTRACTOR'S PRODUCTS.
- (3) BE SOLELY RESPONSIBLE FOR COORDINATING SERVICE VISITS AND ENSURING THAT ALL SERVICES ARE PROVIDED TO LAUNDRY MANAGER'S SATISFACTION.
- (4) MUST BE AVAILABLE TO PROVIDE SERVICE CALLS TO FACILITY WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING NOTICE FROM FACILITY.
- (5) BE SOLELY RESPONSIBLE FOR PROVIDING ASSISTANCE IN ESTABLISHING ALL CLASSIFICATIONS OF WASHING FORMULAS, PROPER USE OF WASHROOM CHEMICALS, MONITORING WATER TEMPERATURES AND LEVELS, CUTTING OF AUTOMATIC FORMULA CHARTS, TRAINING OF WASHROOM PERSONNEL IN PROPER APPLICATION OF CHEMICALS, OTHER PHYSICAL AND MECHANICAL ASSISTANCE AS REQUIRED TO ENSURE PROPER AND MOST ECONOMICAL OPERATION OF THE LAUNDRY WASHROOM FACILITY.
- (6) SERVICE AND TESTING SHALL INCLUDE:
 - A) CHEMICAL COST PER POUND
 - B) CHEMICAL TITRATION OF WASH LOADS (ONE PER VISIT)
 - C) PUMP CALIBRATION OUTPUT
 - D) WRITTEN TEST RESULTS OF MATERIAL SENT TO LAB FOR ANALYSIS
 - E) PUMP DISPENSER REPAIR PARTS (IN-HOUSE)
 - F) STAFF TRAINING ON CHEMICAL USAGE & DISPENSER MAINTENANCE
 - G) WATER TESTING
 - H) PH MEASUREMENTS
 - I) FABRIC ANALYSIS

CONTRACTOR SHALL HAVE AVAILABLE, AT NO COST NOR WITH ANY OBLIGATION TO THE STATE OF ILLINOIS, RESEARCH AND TESTING FACILITIES FOR EXAMINATION OF PROBLEM FABRICS, FABRICS DAMAGED IN LAUNDERING, ETC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING PERSONALLY TO THE CONTACT MANAGER, ANNUAL RECAPITULATIONS OF TECHNICAL SERVICES PROVIDED TO THE STATE AGENCY LAUNDRY PLANT MANAGERS. ANNUAL REPORTS SHALL BE SENT TO THE CONTRACT MANAGER LISTED ON THE FRONT PAGE OF THIS BID. THESE SERVICE REPORTS SHALL ENCOMPASS THE FOLLOWING:

- (1) AGENCY NAME
- (2) AGENCY CONTACT
- (3) SUMMARY OF TECHNICAL ASSISTANCE OFFERED
- (4) SIGNIFICANT PROBLEMS AND/OR TRENDS EXPERIENCED AT EACH AGENCY
- (5) RECOMMENDATIONS FOR FUTURE ACTIONS TO COMBAT PROBLEM AREAS

CONTRACT NO: 4017455
W00210 : MINIMUM ORDER:

TO RECEIVE DELIVERY F.O.B. DESTINATION, THE STATE OF ILLINOIS AGREES THAT THE MINIMUM SHIPPING WEIGHT OF ANY ORDER PLACED AGAINST THIS CONTRACT, SINGLE OR COMBINED PRODUCT TYPES, FOR DELIVERY AT ANY ONE TIME AND TO ANY ONE DESTINATION, SHALL NOT BE LESS THAN FOUR HUNDRED POUNDS. ALL ORDERS SHALL BE DELIVERED FOB DESTINATION AS PER 1.26 C) OF THE STANDARD TERMS AND CONDITIONS.

HOWEVER, ORDERS LESS THAN \$100.00; THE VENDOR MAY ADD THE DIFFERENCE OF FREIGHT CHARGES IF APPLICABLE TO THE INVOICE AS A SEPARATE LINE ITEM. IF IT IS THE VENDORS INTENT TO ADD SUCH CHARGES, IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO FIRST NOTIFY THE REQUESTING AGENCY OF SUCH AND PROVIDE THEM THE OPPORTUNITY TO CANCEL OR ADJUST THE ORDER

TO NEGATE THE ADDITIONAL FREIGHT SURCHARGE.

CONTRACT NO: 4017455
W00214 : TOXIC SUBSTANCES DISCLOSURE:

IT IS A CONDITION OF THIS BID, AND ANY RESULTING ORDER, THAT THE VENDOR IS REQUIRED TO FURNISH MATERIAL DATA SAFETY SHEETS FOR EACH LINE ITEM AWARDED AND SHALL ACCOMPANY EACH SHIPMENT. SUBMISSION OF MATERIAL DATA SAFETY SHEETS IS REQUIRED BY THE ILLINOIS TOXIC SUBSTANCES DISCLOSURE TO EMPLOYEES ACT: (PA 83-240, ILL. REV. STAT., CH. 48, PAR. 1401 ET SEQ.).

CONTRACT NO: 4017455
W00216 : ECONOMIC ADJUSTMENT CLAUSE:

THE PRICES IN THIS CONTRACT MUST REMAIN FIRM FOR THE FIRST TWELVE (12) MONTHS OF THE CONTRACT PERIOD. THEREAFTER, PRICE ADJUSTMENTS WILL BE LIMITED TO ONCE DURING ANY GIVEN ONE (1) YEAR PERIOD, PROVIDING THERE IS AN INDUSTRY INDEX INCREASE (PPI) OF 5% OR GREATER.

ALL ADJUSTMENT REQUESTS SHALL BE MADE IN WRITING. VENDOR SHALL NOT BE ENTITLED TO APPLY AN UPWARD PRICE ADJUSTMENT WITHOUT FIRST OBTAINING APPROVAL OF SUCH REQUEST FROM THE BUREAU OF STRATEGIC SOURCING.

IN THE EVENT A DOWNWARD ADJUSTMENT IS WARRANTED, THE STATE RESERVES THE RIGHT TO ADJUST ONCE DURING ANY GIVEN ONE (1) YEAR PERIOD FOR THIS DECREASE. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO NOTIFY THE STATE OF ANY SUCH DECREASE.

MAXIMUM ALLOWABLE ADJUSTMENTS SHALL BE GOVERNED BY THE U.S. BUREAU OF LABOR STATISTICS PRODUCER PRICE INDEX (PPI) ITEM NUMBER:

WPU06710401 - SOAPS AND DETERGENTS, COMMERCIAL, INDUSTRIAL & INSTITUTIONAL

THE BASE PPI PUBLISHED INDEX WILL BE DETERMINED BY THE MONTH OF THE BID OPENING DATE. IF THE BID OPENING DATE OCCURS IN MAY, THEN THE BASE PPI WILL BE MAY'S PUBLISHED INDEX.

THE PUBLISHED PPI INDEX AT THE TIME OF REQUESTED ADJUSTMENT WILL BE DETERMINED BY THE MONTH AND DAY THE ADJUSTMENT WAS SUBMITTED TO THE STATE REGARDLESS OF WHETHER IT IS A PRELIMINARY OR FINAL INDEX PUBLICATION. NO FURTHER ADJUSTMENTS WILL BE MADE ONCE THE MAXIMUM ALLOWABLE ADJUSTMENT HAS BEEN CALCULATED FOR THE GIVEN ONE (1) YEAR PERIOD.

THE MAXIMUM ALLOWABLE ADJUSTMENT SHALL BE CALCULATED AS FOLLOWS:

MAXIMUM ALLOWABLE PRICE = A / B * C

- A = BID PRICE
- B = BASE PPI INDEX (DEFINED BY TIME OF BID OPENING)
- C = PUBLISHED PPI INDEX AT TIME OF REQUESTED ADJUSTMENT

THE U.S. BUREAU OF LABOR STATISTICS WEB SITE CAN BE LOCATED AT [HTTP://WWW.BLS.GOV/PPI/](http://www.bls.gov/ppi/).

REQUESTED ADJUSTMENTS SHALL INCLUDE THE CONTRACT NUMBER, COMMODITY NUMBER, LINE NUMBER, BID PRICE AND REQUESTED PRICE ADJUSTMENT IN A FORMAT SIMILAR TO THE FOLLOWING:

LINE NUMBER	COMMODITY NUMBER	BID PRICE	REQUESTED PRICE
#####	XXXX-XXX-XXXX	\$ #.##	\$ #.##
#####	XXXX-XXX-XXXX	\$ #.##	\$ #.##

IN ALL CASES THE CONTRACTOR MUST FILE A CLAIM FOR SUCH ADJUSTMENT PRIOR TO THE DELIVERY OF THE GOODS. IN ANY EVENT, THE CLAIM FOR SUCH

ADJUSTMENT WILL NOT APPLY TO RELEASE ORDERS DATED PRIOR TO THE DATE
THE BUREAU OF STRATEGIC SOURCING RECEIVED THE REQUESTED INCREASE.

IF THE CONTRACTOR HAS ANY UNRESOLVED COMPLAINTS FILED FOR NONDELIVERY
OR POOR QUALITY, THE REQUEST MAY BE DENIED UNTIL SUCH TIME AS ALL PAST
COMPLAINTS ARE RESOLVED TO THE SATISFACTION OF THE STATE.

CONTRACT NO: 4017455
W00220 : METHOD OF AWARD:

THE STATE OF ILLINOIS RESERVES THE RIGHT TO AWARD THIS SOLICITATION
BY LINE ITEM, MEETING THE REQUIRED SPECIFICATIONS OF THIS INVITATION
FOR BID, GIVING DUE CONSIDERATION TO THE QUALITY OF PRODUCT AND THE
BIDDER'S ABILITY TO DELIVER IN A TIMELY MANNER, WHICHEVER APPEARS TO
BE IN THE BEST INTEREST OF THE STATE.

CONTRACT VENDORS

T NUMBER: T4180
PAGE NO.: 00005

VENDOR NAME AND ADDRESS

ECOLAB INC CONTRACT SALES
370 WABASHA ST
ST PAUL, MN 55102-1323

CONTRACT NO: 4017455
PYMT TERMS: NONE
DELIVERY: 4 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE:>NNLJN
LEGAL STATUS: CORPORATION WITH MEDICAL
CONTRACT END DATE: 06/19/16

PRIME VENDOR: N
CONTRACT BEGIN DATE: 06/20/13

CONTACT NAME: BRUCE KOTTOM
CONTACT PHONE: (800) 352-5326-2892
CONTACT E-MAIL: BRUCE.KOTTOM@ECOLAB.COM

CONTACT FAX: (651) 293-2682

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00006

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	COMMODITY CODE: 3582-002-5934 ALKALI, LIQUID LAUNDRY, HEAVY DUTY, 55 GAL. POLY DRUMS. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/POLY BLENDS AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, SHALL BE UNIFORM, LOW VISCOSITY LIQUID FORM. 8 OZ/200 LB LOAD RETURNABLE CONTAINER VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 10429	110.000	GAL	N/A	\$ 9.70000
00002	COMMODITY CODE: 3582-002-5936 ALKALI, LIQUID LAUNDRY, HEAVY DUTY, BULK TRUCK TANK DELIVERY. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/POLY BLENDS AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, SHALL BE UNIFORM, LOW VISCOSITY LIQUID FORM. 10 OZ/200 LB LOAD 500 GAL MINIMUM FOR BULK TANK TRUCK DELIVERY ZERO VISCOSITY VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 73964	3400.000	GAL	N/A	\$ 5.56000
00003	COMMODITY CODE: 3582-002-0013 INSTITUTIONAL LAUNDRY SUPPLIES DETERGENT, LIQUID, LAUNDRY, 5 GAL PAIL 6 OZ/200 LB LOAD DISPOSABLE CONTAINER SPECIFIC GRAVITY OF 1.109 VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 16046	130.000	GAL	N/A	\$ 13.51000
00004	COMMODITY CODE: 3582-002-0014 INSTITUTIONAL LAUNDRY SUPPLIES DETERGENT, LIQUID, LAUNDRY - 5 GAL PAIL 5 OZ/200 LB LOAD DISPOSABLE CONTAINER AVAILABLE OXYGEN OF 15.7% SPECIFIC GRAVITY OF 1.08 - 1.118 VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 16527	270.000	GAL	N/A	\$ 10.46000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00007

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00005	<p>COMMODITY CODE: 3582-002-5937 DETERGENT, LAUNDRY, LIQUID, HEAVY DUTY, 55 GAL. POLY DRUM.</p> <p>SUITABLE FOR USE IN LAUNDRY APPLICA- TIONS EMPLOYED IN LAUNDERING COTTON, COTTON/POLY BLENDS AND 100% POLYESTER FABRICS.</p> <p>PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, FREEFLOWING LIQUID FORM.</p> <p>10 OZ/200 LB LOAD RETURNABLE CONTAINER SPECIFIC GRAVITY BETWEEN 1.207 TO 1.275 SOLIDS DATA AT 33% AND HIGHER COLOR: BLUE</p> <p>VENDOR: ECOLAB INC CONTRACT SALES :</p> <p>CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 6100033</p>	1045.000	GAL	N/A	\$ 11.60800
00006	<p>COMMODITY CODE: 3582-002-5938 DETERGENT, LAUNDRY, LIQUID, HEAVY DUTY, BULK TANK TRUCK DELIVERY.</p> <p>SUITABLE FOR USE IN LAUNDRY APPLICA- TIONS EMPLOYED IN LAUNDERING COTTON, COTTON/POLY BLENDS AND 100% POLYESTER FABRICS.</p> <p>PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, FREEFLOWING LIQUID FORM.</p> <p>6 OZ/200 LB LOAD 500 GAL MINIMUM FOR BULK TANK TRUCK DELIVERY SPECIFIC GRAVITY IS 1.005 TO 1.025 NO TOTAL SOLIDS P.H. IS 6.5 TO 8.5 VISCOSITY IS 100 - 500</p> <p>VENDOR: ECOLAB INC CONTRACT SALES</p> <p>CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 6200607</p>	600.000	GAL	N/A	\$ 8.47000
00007	<p>COMMODITY CODE: 3582-002-5940 DETERGENT, LAUNDRY, LIQUID, NON-IONIC, CONTAINING WETTING AGENTS, WATER CONDITIONERS, OPTICAL BRIGHTENERS AND ANTI-REDEPOSITION AGENTS. 5 GAL. PAILS.</p> <p>SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING LINENS, COTTONS, AND PERMA-PRESS FABRICS IN ALL WATER CONDITIONS OVER A WIDE RANGE OF TEMPERA- TURES AND BE DISPENSED THRU AUTOMATIC DISPENSING SYSTEM. NOT SUITABLE FOR DOMESTIC WASHERS.</p> <p>2 OZ/200 LB LOAD DISPOSABLE CONTAINER SURFACTANT CONTENT ABOVE 50%</p> <p>VENDOR: ECOLAB INC CONTRACT SALES</p>	225.000	GAL	N/A	\$ 14.11000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00008

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00007	CONTINUED..... CONTRACT NO: 4017455 BRAND: ECOLAB INC				
	MODEL: 6100172				
00008	COMMODITY CODE: 3582-002-5932 DETERGENT, LAUNDRY, LIQUID, NON-IONIC, CONTAINING WETTING AGENTS, WATER CONDITIONERS, OPTICAL BRIGHTENERS AND ANTI-REDEPOSITION AGENTS. 55 GAL. POLY DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING LINENS, COTTONS, AND PERMA-PRESS FABRICS IN ALL WATER CONDITIONS OVER A WIDE RANGE OF TEMPERA- TURES AND BE DISPENSED THRU AUTOMATIC DISPENSING SYSTEM. NOT SUITABLE FOR DOMESTIC WASHERS. 6 OZ/200 LB LOAD RETURNABLE CONTAINER VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC	1540.000	GAL	N/A	\$ 7.25000
	MODEL: 16122				
00009	COMMODITY CODE: 3582-002-5931 DETERGENT, LAUNDRY, CONCENTRATED LIQUID, ENZYME. 55 GAL. PLASTIC DRUMS. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/ POLY BLENDS AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN A UNIFORM, MODERATE VISCOSITY, LIQUID FORM. 6 OZ/200 LB LOAD DISPOSABLE CONTAINER SPECIFIC GRAVITY OF 1.059 - 1.079 VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC	190.000	GAL	N/A	\$ 25.19700
	MODEL: 74252				
00010	COMMODITY CODE: 3582-002-3200 DETERGENT, LAUNDRY, COMMERCIAL POWDERED 45 POUND BOX. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/POLY BLENDS AND 100% POLYESTER. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, FREE- FLOWING, DUSTLESS POWDER FORM. 6 OZ/200 LB LOAD DISPOSABLE CONTAINER SURFACTANT BETWEEN 3% TO 7% SILICATES BETWEEN 1% TO 5% ALKALINITY BETWEEN 8% TO 24% VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC	7095.000	LB	N/A	\$.49000
	MODEL: 10390				

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00009

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00011	COMMODITY CODE: 3582-002-3070 FABRIC SOFTENER, LAUNDRY CONCENTRATED LIQUID, 15 GAL. DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON AND COTTON/POLY BLEND FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, MODERATE VISCOSITY LIQUID FORM. 4 OZ/200 LB LOAD DISPOSABLE CONTAINER TOTAL ACTIVE CONTENT BETWEEN 1% AND 5% VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 14320	525.000	GAL	N/A	\$ 6.70000
00012	COMMODITY CODE: 3582-002-3110 FABRIC SOFTENER, LIQUID LAUNDRY, BACTERIOSTATIC, 30 GAL. DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/ POLY BLEND AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, FREE- FLOWING LIQUID FORM. 1.12 OZ/200 LB LOAD DISPOSABLE CONTAINER SPECIFIC GRAVITY 0.92 AT 25 DEGREE C P.H. 6.5 - 9.0 VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: DOBER RESEARCH WORKS MODEL: 6200101	330.000	GAL	N/A	\$ 35.70000
00013	COMMODITY CODE: 3582-002-3260 SOUR, FLUORIDE LAUNDRY, POWDERED, 100 LB. LINED FIBER DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED AS A GENERAL NEUTRALIZING AGENT, FOR REMOVAL OF RUST OR IRON STAINS, AND TO ELIMINATE YELLOWING. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, COMPOSED OF SODIUM SILICOFLUORIDE AND SODIUM BIFLUORIDE, BE WHITE, UNIFORM, NON-CAKING, FREEFLOWING, FREE FROM DIRT AND OTHER IMPURITIES. 2 OZ/200 LB LOAD DISPOSABLE CONTAINER VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 71209	3000.000	LB	N/A	\$ 1.26000
00014	COMMODITY CODE: 3582-002-3130 SOAP, LAUNDRY, COMMERCIAL POWDERED BUILT, DUSTLESS. ONE-SHOT, 55 LB. DRUM	3960.000	LB	N/A	\$ 1.95000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00010

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00014	CONTINUED..... SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED AS A BALANCED ONE-SHOT PRODUCT PROVIDING QUALITY PERFORMANCE AND ECONOMICAL USE COST. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, COMPOSED OF SODIUM HYDROXIDE, ANIONIC INGREDIENTS, AND FABRIC BRIGHTENERS, BE LIGHT BROWN TO YELLOW, UNIFORM, NON-CAKING, FREE- FLOWING, FREE FROM DIRT AND OTHER IMPURITIES. 1 OZ/200 LB LOAD DISPOSABLE CONTAINER P.H. IS 11.5 - 12.7 VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 74138				
00015	COMMODITY CODE: 3582-002-5945 SOUR, LAUNDRY, LIQUID. 5 GAL. PAIL. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/ POLY BLENDS AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, IN UNIFORM, LOW VISCOSITY LIQUID FORM. 7 OZ/200 LB LOAD DISPOSABLE CONTAINER P.H. IS 0.7 - 1.0 VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 12083	45.000	GAL	N/A	\$ 7.77000
00016	COMMODITY CODE: 3582-002-5933 SOUR, LAUNDRY, LIQUID. 55 GAL. DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/ POLY BLENDS AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, IN UNIFORM, LOW VISCOSITY LIQUID FORM. RETURNABLE CONTAINER VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 16178	85.000	GAL	N/A	\$ 6.57000
00017	COMMODITY CODE: 3582-002-5939 SOUR, LAUNDRY, LIQUID. 55 GAL. DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON/POLY BLEND FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, MODERATE	1650.000	GAL	N/A	\$ 5.45000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00011

LINE#	DESCRIPTION/MPGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00017	CONTINUED..... VISCOSITY LIQUID FORM. 2 OZ/200 LB LOAD RETURNABLE CONTAINER VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 16158				
00018	COMMODITY CODE: 3582-002-3032 BLEACH, LAUNDRY, CHLORINE, LIQUID 55 GAL. DRUM SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING ALL WASHABLE FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN A UNIFORM, LOW VISCOSITY LIQUID FORM. 7 OZ/200 LB LOAD NOT BULK CHLORINE IS 8.4% VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 16144	2365.000	GAL	N/A	\$ 3.81000
00019	COMMODITY CODE: 3582-002-3031 BLEACH, LAUNDRY, CHLORINE, LIQUID BULK DELIVERY SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING ALL WASHABLE FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN A UNIFORM, LOW VISCOSITY LIQUID FORM. 14 OZ/200 LB LOAD 500 LB MIN. BULK TANK DELIVERY P.H. 100% IS 12.5% VENDOR: ECOLAB INC CONTRACT SALES CONTRACT NO: 4017455 BRAND: ECOLAB INC MODEL: 6200446	1000.000	GAL	N/A	\$ 2.25000
00020	COMMODITY CODE: 3582-002-3030 BLEACH, DRY. 45 LB. DRUM. SUITABLE FOR USE IN LAUNDRY APPLICATIONS EMPLOYED IN LAUNDERING COTTON, COTTON/ POLY BLENDS AND 100% POLYESTER FABRICS. PRODUCT SHALL BE FURNISHED IN ONE TYPE AND ONE GRADE, BE IN UNIFORM, NON-DUSTING MATERIAL IN ESSENTIALLY GRANULAR FORM AND SHALL BE FREEFLOWING UNDER NORMAL USE AND STORAGE CONDITIONS. 6 OZ/200 LB LOAD DISPOSABLE CONTAINER AVAILABLE CHLORINE 8.4% P.H. 1% 9.7 - 10.3	9200.000	LB	N/A	\$.81000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T4180
PAGE NO.: 00012

LINE# DESCRIPTION/MFGR/BRAND QUANTITY UNIT DISCOUNT UNIT PRICE
FROM/TO

00020 CONTINUED.....
SODIUM CHLORIDE IS ABOVE 50%

VENDOR: ECOLAB INC CONTRACT SALES

CONTRACT NO: 4017455

BRAND: ECOLAB INC

MODEL: 17707

CONTRACT NO: 1411-14021
VENDOR NAME: ECOLAB, INC.

EXHIBIT 4
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
012192-GAWU-13-14 INSURED Ecolab Inc. (see additional insured entities on Description page) 370 Wabasha Street North St. Paul, MN 55102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B: ACE Property and Casualty Insurance Company		20899
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: The Insurance Company of the State of PA		19429
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-005048920-01 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL6819472	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 2,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL6819473 (Products)	12/31/2013	12/31/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 15,000,000
						EACH OCC-PRODUCTS \$ 5,000,000
A	AUTOMOBILE LIABILITY		CA7062751 (AOS)	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		CA7062753 (MA)	12/31/2013	12/31/2014	BODILY INJURY (Per person) \$
D	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA7062752 (VA)	12/31/2013	12/31/2014	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		XOOG27373768	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC043408874 (AOS)	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A		WC043408875 (CA)	12/31/2013	12/31/2014	E.L. EACH ACCIDENT \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below		WC043408876 (FL)	12/31/2013	12/31/2014	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D			WC043408877 (MA)	12/31/2013	12/31/2014	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Workers Compensation Cont.		WC043408878 (IL,KY,NC,NH,UT,VT)	12/31/2013	12/31/2014	SEE ABOVE
C			WC043408879 (NJ,PA)	12/31/2013	12/31/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cook County, its officials, employees and agents is included as additional insured under the General Liability policy as respects the operations of Ecolab and as required by contract or agreement except for the negligence of the additional insured, its agents, assigns or employees as respects the operations of Ecolab and as required by contract or agreement. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Cook County Procurement Office Attn: Risk Manager 118 N. Clark Street, Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Ecolab Inc. (see additional insured entities on Description page) 370 Wabasha Street North St. Paul, MN 55102	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Workers Compensation Cont:

Carrier: New Hampshire Insurance Company
 Policy Number: WC043408880 (AK,AZ,GA,VA)
 Effective Date: 12/31/2013
 Expiration Date: 12/31/2014
 Limits: Refer to Workers Comp limits on certificate
- Carrier: New Hampshire Insurance Company
 Policy Number: WC043408881 (ME)
 Effective Date: 12/31/2013
 Expiration Date: 12/31/2014
 Limits: Refer to Workers Comp limits on certificate
- Carrier: The Insurance Company of the State of PA
 Policy Number: WC043408882 (OR)
 Effective Date: 12/31/2013
 Expiration Date: 12/31/2014
 Limits: Refer to Workers Comp limits on certificate
- Carrier: New Hampshire Insurance Company
 Policy Number: WC043408883 - WI (Inclu Stop Gap ND,WA,WY)
 Effective Date: 12/31/2013
 Expiration Date: 12/31/2014
 Limits: Refer to Workers Comp limits on certificate
- Excess Workers Compensation & Employers Liability Policy

Carrier: National Union Fire Ins Co of Pittsburgh, PA
 Policy Number: XWC6836248 (OH)
 Effective Date: 12/31/2013
 Expiration Date: 12/31/2014
 WC: Statutory Benefits / EL: \$1M/\$1M/\$1M
 Limits apply excess of \$1M Self-Insured Retention

MEMO



DATE: December 15, 2013
TO: Ecolab associates, customers and others
FROM: John A. Spies CPCU, ARM Director, Corporate Risk Management
SUBJECT: Proof of Insurance for Ecolab Inc. including Nalco and Champion

Ecolab provides proof of insurance to thousands of customers and other parties. We provide this proof of insurance by issuing industry standard Certificates of Insurance (COI) or broker provided Memorandums of Insurance (MOI). Both the COI and MOI provide the same insurance information including: coverages, insurance companies, limits of insurance, expiration dates, etc.

When requested, Ecolab is able to add others as additional insured, waive subrogation, provide notice of cancellation and most other requests, in accordance and as required in a written contract. We do this with blanket endorsements to our insurance policies without having to specifically name or schedule customer names or others on the endorsement. In fact the COI has this wording in the boxes at the top of the form:

- ▲ This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
- ▲ If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

It is the blanket endorsement referenced on the COI that provides the coverage – not listing a name on the COI. Use of the blanket endorsements provides the same coverage without having to issue thousands of specifically named endorsements. The applicable endorsements are referenced on the attached certificate or memorandum of insurance.

Should you have questions or need assistance please contact:

Rosey Contreras (Ecolab)	Rosanne.Contreras@ecolab.com	phone: 651.293.2880
Treccia Blanton (Nalco)	Tblanton@nalco.com	phone: 630.305.1318
Jacqueline Ogletree (Nalco)	Jogletree@nalco.com	phone: 281-263-7257
Crystal Due (Champion)	Crystal.Due@CHAMP-TECH.com	phone: 713.590.3524
John A. Spies	John.Spies@ecolab.com	phone: 651.293.2128

Ecolab Inc.
December 31, 2013-2014
Certificate Description of Operations Language

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.	Nalco Fab-Tech LLC	Nalco Champion
Ecovation, Inc.	Nalco Industrial Outsourcing	Champion Technologies, Inc.
Food Safety Specialists, Inc.	Nalco Mobotec Inc.	Corsicana Technologies, Inc. (Corsitech)
GCS Services, Inc.	Nalco One Source LLC	Texian Development, Inc.
Magmill Co. LLC	Quantum Technical Services, LLC	Fresno Energy, LLC
Microtek Medical Holdings, Inc.	ResKem General Water LLC	
Nalco Company	Res-Kem LLC	
Nalco Cal Water LLC	Tiorco, LLC	
Nalco Crossbow Water LLC		
Permian Mud Service, Inc.		

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.

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.

Maritime Coverage Endorsement WC000201A (Jones Act) is attached to the workers' compensation policies shown above.

Outer Continental Shelf Lands Act Coverage Endorsement WC000109B is attached to the workers' compensation policies shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED FOR ONGOING OPERATIONS YOU PERFORM FOR THEM</p>	<p>ALL AS REQUIRED BY CONTACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization requiring a Waiver of Transfer of Rights of Recovery pursuant to the terms of any contract or agreement you enter into with such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED FOR ONGOING OPERATIONS YOU PERFORM FOR THEM</p>	<p>ALL AS REQUIRED BY CONTACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2014 MEMORANDUM OF INSURANCE (MOI)

To obtain the most up-to-date MOI copy this web addresses to your browser and follow the instructions:

<http://www.marsh.com/moi?client=0894>

MEMORANDUM OF INSURANCE	DATE 16-Dec-2013
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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=900075803>. 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")	COMPANIES AFFORDING COVERAGE
	Co. A National Union Fire Ins Co of Pittsburgh PA
	Co. B Ins. Co. of the State of Pennsylvania
	Co. C New Hampshire Ins. Co.
	Co. D ACE Property & Casualty Ins Co

COVERAGES:

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY	GL6819472	31-DEC-2013	31-DEC-2014	GENERAL AGGREGATE	USD 5,000,000
A	Commercial General Liability Occurrence	GL6819473 (Products)	31-DEC-2013	31-DEC-2014	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	AUTOMOBILE LIABILITY	CA7062751 (AOS)	31-DEC-2013	31-DEC-2014	COMBINED SINGLE LIMIT	USD 5,000,000
A		CA7062753 (MA)	31-DEC-2013	31-DEC-2014	BODILY INJURY (PER PERSON)	
B	Any Auto	CA7062752 (VA)	31-DEC-2013	31-DEC-2014	BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
D	EXCESS LIABILITY Umbrella Form	XOOG27373768	31-DEC-2013	31-DEC-2014	EACH OCCURENCE	USD 5,000,000
					AGGREGATE	USD 5,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
C	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WC043408874 (AOS); WC043408875 (CA)	31-DEC-2013	31-DEC-2014	WORKERS COMP LIMITS	Statutory
B		WC043408882 (OR); WC043408877 (MA)	31-DEC-2013	31-DEC-2014	EL EACH ACCIDENT	USD 2,000,000
C	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC043408876 (FL); WC043408878 (IL,KY,NC,NH,UT,VT)	31-DEC-2013	31-DEC-2014	EL DISEASE - POLICY LIMIT	USD 2,000,000
		WC043408883 WI (incl Stop Gap ND,WA,WY)			EL DISEASE - EACH EMPLOYEE	USD 2,000,000
A	Excess Workers' Compensation	XWC6636248 (OH)	31-DEC-2013	31-DEC-2014	WC Statutory Limits;	EL 1M/1M Excess of 1M SIR
C	Workers Compensation	WC043408879 (NJ,PA); WC043408880 (AK,AZ,GA,VA)	31-DEC-2013	31-DEC-2014	See Above	
C	Workers Compensation	WC043408881 (ME)	31-DEC-2013	31-DEC-2014	See Above	

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
16-Dec-2013

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PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
Ecolab Inc., Nalco Company, Champion Technologies, Inc.
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.
Ecovation, Inc.
Food Safety Specialists, Inc.
GCS Services, Inc.
Magmill Co. LLC
Microtek Medical Holdings, Inc.
Nalco Company
Nalco Cal Water LLC
Nalco Crossbow Water LLC
Permian Mud Service, Inc.

Nalco Fab-Tech LLC
Nalco Industrial Outsourcing
Nalco Mobotec Inc.
Nalco One Source LLC
Quantum Technical Services, LLC
ResKem General Water LLC
Res-Kem LLC
Tiorco, LLC

Nalco Champion
Champion Technologies, Inc.
Corsicana Technologies, Inc. (Corsitech)
Texian Development, Inc.
Fresno Energy, LLC

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 WC990058

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

Time Element Pollution Endorsement 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.

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.

CONTRACT NO: 1411-14021
VENDOR NAME: ECOLAB, INC.

ECONOMIC DISCLOSURE STATEMENT (EDS) FORMS

ECONOMIC DISCLOSURE STATEMENT
**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS.....	EDS i - ii
1	MBE/WBE Utilization Plan.....	EDS 1
2	Letter of Intent.....	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals.....	EDS 3
4	Certifications.....	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest.....	EDS 6 – 12
6	Sole Proprietor Signature Page.....	EDS 13a/b/c
7	Partnership Signature Page.....	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

ECONOMIC DISCLOSURE STATEMENT
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

ECONOMIC DISCLOSURE STATEMENT
MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

- I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line) N/A
- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).
- II. _____ Direct Participation of MBE/WBE Firms _____ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

ECONOMIC DISCLOSURE STATEMENT
COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip: _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____
Participation: _____ Direct _____ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
No _____ Yes _____ If " Yes", please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Print Name

Firm Name

Date
Subscribed and sworn before me
this ____ day of _____, 20____.
Notary Public _____
SEAL

Signature (Prime Bidder/Proposer)

Print Name

Firm Name

Date
Subscribed and sworn before me
this ____ day of _____, 20____.
Notary Public _____
SEAL

ECONOMIC DISCLOSURE STATEMENT
PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER
 REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- _____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- _____ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- _____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

- _____ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- _____ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)
- _____ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- _____ (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- _____ (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION:

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.
Ecolab Inc.'s existing contract with the State of Illinois was not bid with economical consideration of utilizing MBEs and/or WBEs.
As such, Ecolab Inc. is requesting full waiver of MBE/WBE participation.



Bruce Kottom
SR. GOVERNMENT SALES MANAGER

📞 651 293 2892
📠 651 293 2682

370 WABASHA STREET NORTH
ST. PAUL, MN 55102-1390
Bruce.Kottom@ecolab.com

Cook County Procurement Office
118 N. Clark Street, Room 1018
Chicago, IL 60602

Friday, October 24, 2014

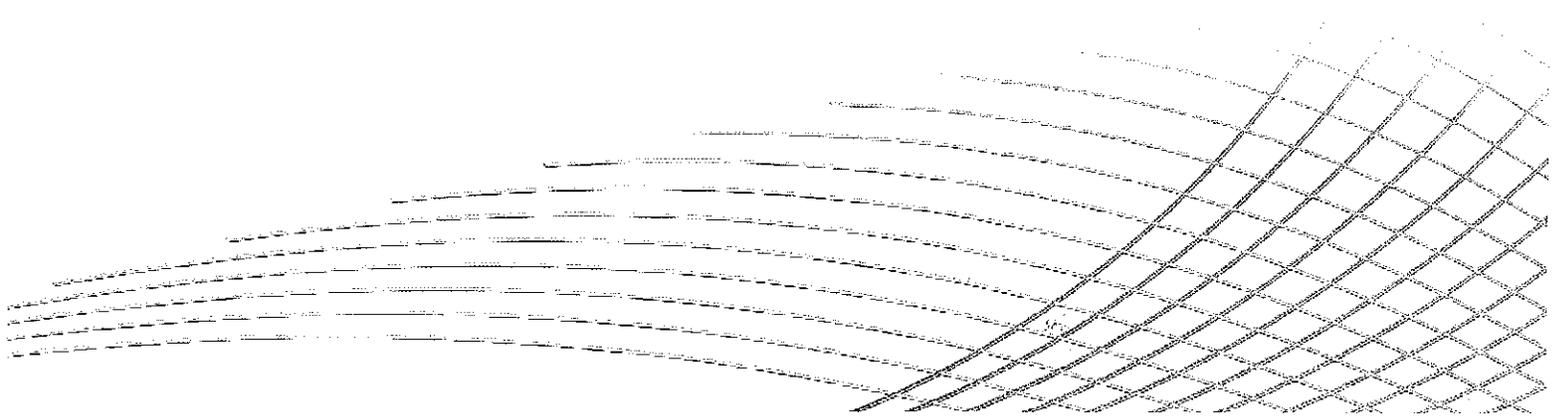
**RE: Contract No: 1411-14021 for Institutional Grade Laundry Chemicals
Petition for waiver of MBE/WBE participation**

Ecolab Inc. is requesting full waiver of MBE/WBE participation for this contract with Cook County, as Ecolab's existing contract with the State of Illinois was not bid with economical consideration of utilizing MBE and WBEs.

Thank-you for considering this request.

Sincerely,

Bruce Kottom
Sr. Government Sales Manager



ECONOMIC DISCLOSURE STATEMENT
CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

ECONOMIC DISCLOSURE STATEMENT

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

ECONOMIC DISCLOSURE STATEMENT
REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

Ecolab has no lobbyists to disclose

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes _____ No X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes X No _____ Most of the Service / Representative Staff that work on site reside in Cook County

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Ecolab Inc. D/B/A: _____ EIN NO.: 41 - 0231510

Street Address: 370 Wabasha St. North

City: St. Paul State: MN Zip Code: 55102

Phone No.: 651 250 2892

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |

ECONOMIC DISCLOSURE STATEMENT

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
William H. Gates III	One Microsoft Way, Redmond WA 98052	10.7%
T. Rowe Price Associates	40 East 100 E. Pratt St., Baltimore, MD 21202	6.3%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	5.3%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Bruce Kottom
Name of Authorized Applicant/Holder Representative (please print or type) Title
Bruce Kottom
Signature
bruce.kottom@ecolab.com
E-mail address

Sr. Government Sales Manager
Title
10/23/2014
Date
(651) 250 - 2892
Phone Number

Subscribed to and sworn before me
this 23 day of October, 20 14
X *Michele Kennedy*
Notary Public Signature

My commission expires:
1-31-15
Notary Seal



ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	Half-sister

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

ECONOMIC DISCLOSURE STATEMENT

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Bruce Kottom Title: Sr. Government Sales Manager
Business Entity Name: Ecolab Inc. Phone: 651 250 2892
Business Entity Address: 370 Wabasha St. North, St. Paul, MN 55102

_____The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

If more space is needed, attach an additional sheet following the above format.

X There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature Date

Subscribe and sworn before me this 23 day of October, 20 14.

a Notary Public in and for Ramsey County, Minnesota

Michele Kennedy

(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 1-31-15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

CO= 6259707
U= 6259707

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:006154611

SECTION B - COMPANY IDENTIFICATION

2.a. ECOLAB INC
370 WABASHA ST N
SAINT PAUL, MN 55102

1. ECOLAB INC
370 WABASHA ST N
SAINT PAUL, MN 55102

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

c. Y

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO														OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****							***** FEMALE *****									
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES					
EXECUTIVE/SR. OFFICIALS & MGRS	3	0	39	0	0	2	0	0	0	6	0	0	0	0	0	0	0	0	50
FIRST/MID OFFICIALS & MGRS	126	25	2485	74	1	84	7	7	516	24	0	17	3	0	0	0	0	0	3389
PROFESSIONALS	66	53	1176	51	2	175	5	5	832	59	0	100	5	7	2536				
TECHNICIANS	41	7	310	39	0	15	2	5	70	19	0	7	3	1	519				
SALES WORKERS	543	25	4509	269	15	133	26	41	270	17	1	9	1	2	5861				
ADMINISTRATIVE SUPPORT	12	61	169	14	0	8	0	2	829	110	0	26	5	6	1242				
CRAFT WORKERS	240	4	908	157	3	37	8	20	25	10	1	0	0	1	1414				
OPERATIVES	313	38	810	330	1	42	14	8	221	105	0	8	3	1	1894				
LABORERS & HELPERS	10	2	40	27	1	2	0	1	22	16	0	1	0	0	122				
SERVICE WORKERS	10	2	30	10	2	2	0	0	82	11	0	5	0	0	154				
TOTAL	1364	217	10476	971	25	500	62	89	2873	371	2	173	20	18	17161				
PREVIOUS REPORT TOTAL	984	149	7471	715	21	314	46	50	2253	285	2	102	19	8	12419				

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 07/18/2013 THRU 08/01/2013

SECTION G - CERTIFICATION
CERTIFYING OFFICIAL: MIKE MEYER
EEO-1 REPORT CONTACT PERSON: JEANNE SCOTT
EMAIL: jeanne.scott@ecolab.com

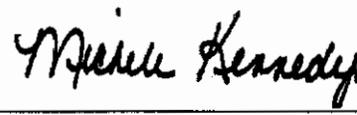
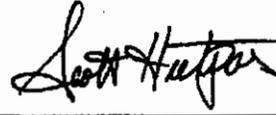
TITLE: SVP HUMAN RESOURCES
TITLE: SR. AA SPECIALIST
TELEPHONE NO: 6512934529

CERTIFIED DATE[EST]: 10/30/2013 07:18 PM

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, Textile Care and Water Care) in the normal course of business:

Anthony Mullen	who signs	
Bruce Kottom	who signs	
Shaun Freeze	who signs	
Paul Geffre	who signs	
Michele Kennedy	who signs	
Scott Hietpas	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 23rd day of October, 2014.



David F. Duvick
Assistant Secretary

ECONOMIC DISCLOSURE STATEMENT
SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Ecolab Inc.
BUSINESS ADDRESS: 370 Wabasha St. North, St. Paul, MN 55102
BUSINESS TELEPHONE: 651 250 2892 FAX NUMBER: 651 306 5429
CONTACT PERSON: Bruce Kottom
FEIN: 41-0231510 *CORPORATE FILE NUMBER: 734300

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Please see the included page of Ecolab Officers & Directors VICE PRESIDENT: _____
SECRETARY: _____ TREASURER: _____
****SIGNATURE OF PRESIDENT:-- Sr. Government Sales Manager*** Bruce Kottom

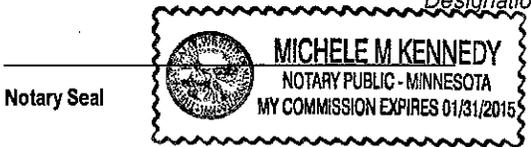
ATTEST: [Signature] (CORPORATE SECRETARY)
Government Sales Manager *

* Please reference included Certificate of Designation

Subscribed to and sworn before me
this 23 day of October, 20 14

My commission expires: 1-31-15

x Michele Kennedy
Notary Public Signature



*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

**In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 13964

Ecolab Inc.

370 Wabasha St. ☐☐
Government Sales
St. Paul MN 55102

Information for this business last updated on:
Tuesday, February 11, 2014

Certificate produced on Friday, March 28, 2014 at 4:18 PM



BOARD OF DIRECTORS

DOUGLAS M. BAKER, JR.

Chairman of the Board and Chief Executive Officer, Ecolab Inc., Director since 2004, Safety, Health and Environment Committee

BARBARA J. BECK

Chief Executive Officer, Learning Care Group Inc. (early education/child care provider), Director since 2008, Safety, Health and Environment and Governance Committees

LESLIE S. BILLER

Chairman of the Board, Sterling Financial Corporation (bank holding company), Director since 1997, Compensation and Finance* Committees

CARL M. CASALE

President and Chief Executive Officer of CHS Inc. (global agribusiness), Director since 2013, Audit and Safety, Health and Environment Committees

STEPHEN I. CHAZEN

President and Chief Executive Officer of Occidental Petroleum Corporation (oil, natural gas and chemical producer), Director since 2013, Audit and Finance Committees

JERRY A. GRUNDHOFER

Chairman of the Board, Santander Holdings USA, Inc. (financial services) and Chairman Emeritus and retired Chairman of the Board, US Bancorp, Director since 1999, Compensation* and Finance Committees

ARTHUR J. HIGGINS

Consultant, Blackstone Healthcare Partners of The Blackstone Group (asset management and advisory firm), Director since 2010, Compensation and Governance Committees

JOEL W. JOHNSON

Retired Chairman and Chief Executive Officer, Hormel Foods Corporation (food products), Director since 1996, Audit* and Governance Committees

MICHAEL LARSON

Chief Investment Officer to William H. Gates III and Business Manager of Cascade Investment L.L.C., Director since 2012, Finance and Safety, Health and Environment Committees

JERRY W. LEVIN

Executive Chairman, Wilton Brands Inc. (consumer products), Director since 1992, Compensation and Governance* Committees and Lead Director

ROBERT L. LUMPKINS

Chairman of the Board, The Mosaic Company (crop and animal nutrition products and services), Director since 1999, Audit and Safety, Health and Environment* Committees

VICTORIA J. REICH

Former Senior Vice President and Chief Financial Officer, United Stationers Inc. (wholesale distributor of business products), Director since 2009, Audit and Safety, Health and Environment Committees

MARY M. VANDEWEGHE

Chief Executive Officer and President, Forte Consulting (business consulting) and Professor at Georgetown University McDonough School of Business, Director since 2011, Audit and Finance Committees

SUZANNE M. VAUTRINOT

Retired Major General of United States Air Force, Director since February 2014, Audit and Finance Committees

JOHN J. ZILLMER

Retired President and Chief Executive Officer, Univar Inc. (industrial chemicals and related specialty services), Director since 2006, Compensation and Governance Committees

*Denotes committee chair

COMMUNICATION WITH DIRECTORS

Stakeholders and other interested parties, including our investors and associates, with substantive matters requiring the attention of our board (e.g., governance issues or potential accounting, control or auditing irregularities) may use the contact information for our board located on our website at www.ecolab.com/investors/corporate-governance.

Matters not requiring the direct attention of our board – such as employment inquiries, sales solicitations, questions about our products and other such matters – should be submitted to the company's management at our St. Paul headquarters.

In addition to online communication, interested parties may direct correspondence to our board at:

Ecolab Inc.
Attn: Corporate Secretary
370 Wabasha Street North
St. Paul, MN 55102

CORPORATE OFFICERS

MARTHA GOLDBERG ARONSON

Executive Vice President and President – Global Healthcare

DOUGLAS M. BAKER, JR.

Chairman of the Board and Chief Executive Officer

CHRISTOPHE BECK

Executive Vice President and President – Regions

LARRY L. BERGER

Executive Vice President and Chief Technical Officer

ALEX N. BLANCO

Executive Vice President and Chief Supply Chain Officer

DARRELL BROWN

Executive Vice President and President – Europe

ANGELA M. BUSCH

Senior Vice President – Corporate Development

CHING-MENG CHEW

Vice President and Treasurer

JOHN J. CORKREAN

Senior Vice President and Corporate Controller

THOMAS W. HANDLEY

President and Chief Operating Officer

MICHAEL A. HICKEY

Executive Vice President and President – Global Institutional

ROBERTO INCHAUSTEGUI

Executive Vice President and President – Global Services and Specialty

LAURIE M. MARSH

Executive Vice President – Human Resources

MICHAEL C. McCORMICK

Chief Compliance Officer and Assistant Secretary

STEWART H. McCUTCHEON

Executive Vice President and Chief Information Officer

JUDY M. McNAMARA

Vice President – Tax

TIMOTHY P. MULHERE

Executive Vice President and President – Global Water and Process Services

DANIEL J. SCHMECHEL

Chief Financial Officer

JAMES J. SEIFERT

Executive Vice President, General Counsel and Secretary

ELIZABETH SIMERMEYER

Senior Vice President – Global Marketing and Communications

STEPHEN M. TAYLOR

Executive Vice President and President – Nalco Champion

JAMES H. WHITE

Executive Vice President and President – Latin America

JILL S. WYANT

Executive Vice President and President – Global Food & Beverage

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shu E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF November, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1411-14021

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: One Hundred Eighty Seven Thousand One Hundred Fifty One and 68/100 Dollars (\$187,151.68)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 19 2014

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)