

Res # 20531



## PURCHASING DEPARTMENT

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

INVITATION TO BID NO. 27-20  
ISSUED: August 14, 2020  
PAGE 1 OF 21

Jackson County, Missouri is seeking bids for a Twelve (12) Month Term and Supply Contract, with One (1) Twelve Month Options to Extend, for the furnishing of **Laundry Chemicals** for the use by **Department of Corrections**.

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on September 8, 2020**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on September 8, 2020, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen at 816-881-3465. All questions must be emailed to the Buyer at [kallen@jacksongov.org](mailto:kallen@jacksongov.org) as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

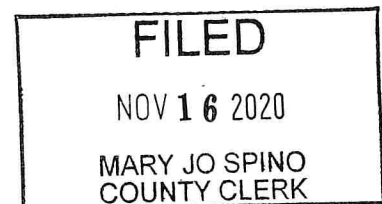
Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for Laundry Chemicals.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 4 and 5 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 6 and 7 hereof, fully completed and signed; (5) Receipt of Addendum, Page 9, completed and signed; (6) the Statement of No Bid, Page 8 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 21, completed and signed; and, (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 9.0, Page 17 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

**PLEASE NOTE:** The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 11 and Exhibit A, Page 20 of this Invitation to Bid.

  
BOB CRUTSINGER  
Director of Finance and Purchasing



Jackson County Missouri Invitation to Bid No. 27-20  
Page 2 of 21

A TERM AND SUPPLY CONTRACT for the furnishing of Laundry Chemicals for use by the Department of Corrections.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

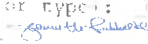
(Check one) Yes  No  Initials: JR Minimum order, if applicable: None

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Ecolab Inc. PHONE NO: (952) 852-0967

ADDRESS: 1 Ecolab Place, Attn: Govt Sales, St. Paul, MN 55102 FAX NO: (651) 306-5429

NAME OF AUTHORIZED AGENT (print or type): Jeannette Rubbelke DATE: \_\_\_\_\_


SIGNATURE OF AUTHORIZED AGENT:  TITLE: Bid Contracts Manager I

E-MAIL ADDRESS OF AUTHORIZED AGENT: Jeannette.rubbelke@ecolab.com

TELEPHONE NO: 41-0231510 SOCIAL SECURITY NO: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

JACKSON COUNTY MISSOURI INVITATION TO BID NO. 27-20 CONTRACT NO. \_\_\_\_\_

SIGNATURE OF AOC REPRESENTATIVE:  DATE: 11-3-2020

**AFFIDAVIT**

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

Jeannette Rubbelke of the City of St. Paul  
County of Ramsey State of Minnesota being duly sworn on her or his oath, deposes and says;

1. That I am the Bid Contracts Manager I (Title of Affiant) of Ecolab Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2019, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Ecolab Inc. (Name of Bidder)  
By: *Jeannette Rubbelke* (Signature of Affiant)  
Bid Contracts Manager I (Title of Affiant)

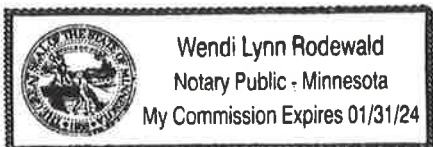
Subscribed and sworn to before me this 1st day of September, 2020

*Wendi Lynn Rodewald*

NOTARY PUBLIC in and for the County of Ramsey (SEAL)

State of Minnesota

My Commission Expires: 1/31/2024



**JACKSON COUNTY, MISSOURI  
COMPLIANCE REVIEW FORM**

**Report Date:** \_\_\_\_\_ (All reports expire annually on December 31<sup>st</sup>)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:

Tom Wyrsh  
Contract Compliance Review Director  
415 East 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106  
EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)  
FAX: (816) 881-1223

\*\*\*Please see the attached 2020 Jackson County Compliance Certificate\*\*\*

**1. COMPANY DESCRIPTION:**

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_  
Area Code \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Representative Name \_\_\_\_\_

**2. COMPANY STATISTICS:**

- A. Total number of Employees \_\_\_\_\_
- B. Total Number of Employees who are: See Attached EE01 Report
  - 1. Women \_\_\_\_\_
  - 2. Hispanic \_\_\_\_\_
  - 3. Black \_\_\_\_\_
  - 4. Asian \_\_\_\_\_
  - 5. American Indian \_\_\_\_\_
  - 6. Other \_\_\_\_\_

**YES    NO    N/A**

**3** Has your company advertised for applicants since your report? \_\_\_\_\_  
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

**4.** Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? \_\_\_\_\_  
**If so, please attach a detailed report of such efforts**

**5.** Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?  
If so, please attach a narrative of such efforts. \_\_\_\_\_

Jackson County, Mo.  
Vendors Compliance Reporting Submission System

**Thank you. Your Compliance Report has been accepted and will be reviewed by the Compliance Review Officer.**

**Report Confirmation Code: 191120124802V274**

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## 1. Company Description

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Company Name	Ecolab, Inc
Street Address	1 Ecolab Place
City	St Paul
State	MN
Zip Code	55102
Business Representative	
First Name	Janice
Middle Name	
Last Name	Janda
Title	Government Sales Manager
Phone	(651) 250-2046
E-mail	Janice.Janda2@ecolab.com

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## 2. Company Statistics

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A. Total number of employees	235
B. Enter below the total number of employees who are:	
1. Women	29
2. Hispanic	10
3. Black	10
4. Asian	1
5. American Indian	0
6. Biracial	4
Employment Statistics were obtained from:	Available Employment

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### 3 - 7. Advertising, Recruiting and training

3. Has your company advertised for applicants since your last report? Yes

If so, please forward a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement.

4. Has there been any effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? Yes

If so, please forward a detailed report of such efforts.

5. Have there been any adjustments in your job prerequisites or your recruiting and hiring procedures? No

If so, please forward a narrative describing the adjustments.

6. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? Yes

If so, please forward a narrative of such efforts

7. Will you be forwarding any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs. No

8. Do you intend to submit an MBE \ WBE sub-contractor Report No

### this Vendor Compliance Report Submission was prepared by:

First Name	Janice
Last Name	Janda
Title	HR Rep, Compliance

Forward all supporting documents and reports to:  
Tom Wyrsh  
Contract Compliance Review Director  
415 East 12th Street - 2nd Floor  
Kansas City, Missouri 64106  
EMAIL: cro@jacksongov.org  
FAX: (816)-881-1223




## Jackson County, Mo Certificate of Compliance

Issued To:  
Ecolab, Inc

Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2020.

  
\_\_\_\_\_  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 191120124802V274



COUNTY LEGISLATURE  
JACKSON COUNTY, MISSOURI

OFFICE OF COMPLIANCE REVIEW

Tom Wyrch, Director  
cro@JacksonGov.org  
(816)881-3302  
(816)881-1223 Fax

Jackson County Courthouse  
415 E. 12th Street , 2nd Floor  
Kansas City, Missouri 64106  
[www.JacksonGov.org](http://www.JacksonGov.org)

Ecolab, Inc  
1 Ecolab Place  
St Paul, MN 55102

Enclosed is your certificate of compliance certifying that you have met the program submission requirement of this office that was established according to Chapter 6, Jackson County. This certificate is valid from January 1, to December 31, 2020.

**In order to maintain compliance status you must send a copy of your Affirmative Action Plan or Equal Employment Opportunity Policy within (7) seven days. Failure to do so will result in your company being put into a non-compliance status.**

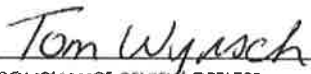
Your submission is as follows:

Report Due: December 31, 2020

When you bid on future contracts, you must submit a copy of your Certificate of Compliance with each bid.

Thank you for your cooperation, I look forward to a good working relationship with Ecolab, Inc in implementing your Affirmative Action Program. Please do not hesitate to call me at 816-881-3302 if you have any questions."

Certificate Issued: January 1, 2020

  
\_\_\_\_\_  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Enclosure: Certificate / CRO Form

Harry S. Truman Presiding Judge 1927 - 1934



	YES	NO	N/A
6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants? <u>If so, please attach a narrative of such efforts.</u>	---	---	---
7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?	---	---	---

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period

NAME OF COMPANY \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 REPRESENTATIVE NAME \_\_\_\_\_  
 TELEPHONE NUMBER \_\_\_\_\_  
 EMAIL ADDRESS \_\_\_\_\_  
 WEBSITE ADDRESS \_\_\_\_\_

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT \_\_\_\_\_  
 AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

		YES	NO
1	Available employment	---	---
2	Visual check	---	---
3	Other (specify) _____	---	---

This Compliance Review Form was prepared and submitted by:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

## Executive Officers.

The persons listed in the following table are our current executive officers. Officers are elected annually. There is no family relationship among any of the directors or executive officers and no executive officer has been involved during the past ten years in any legal proceedings described in applicable Securities and Exchange Commission regulations.

<u>Name</u>	<u>Age</u>	<u>Office</u>	<u>Positions Held Since Jan. 1, 2015</u>
Douglas M. Baker, Jr.	61	Chairman of the Board and Chief Executive Officer	Jan. 2015 – Present
Christophe Beck	52	President and Chief Operating Officer Executive Vice President and President – Industrial Executive Vice President and President – Global Nalco Water Executive Vice President and President – Global Water & Process Services Executive Vice President and President – Regions	Apr. 2019 – Present May 2018 – Mar. 2019 May 2017 – May 2018 May 2015 – May 2017 Jan. 2015 – May 2015
Larry L. Berger	59	Executive Vice President and Chief Technical Officer	Jan. 2015 – Present
Darrell R. Brown	56	Executive Vice President and President – Global Industrial Executive Vice President and President – Energy Services Executive Vice President, Global Downstream & WellChem Executive Vice President and President – Europe	Apr. 2019 – Present Jan. 2018 – Mar. 2019 Apr. 2017 – Dec. 2017 Jan. 2015 – Mar. 2017
Deric D. Bryant	47	Executive Vice President and President – Upstream Energy Executive Vice President and General Manager – Energy Services Oil Field Chemicals Senior Vice President – Energy Services Oil Field Chemicals Vice President Sales – Oil Field Chemicals Latin America CAPX	July 2019 – Present Apr. 2017 – June 2019 Oct. 2016 – Mar. 2017 Jan. 2015 – Sept. 2016
Angela M. Busch	53	Executive Vice President – Corporate & Business Development Senior Vice President – Corporate Development	Aug. 2018 – Present Jan. 2015 – Aug. 2018
Machiel Duljser	48	Executive Vice President and Chief Supply Chain Officer	Feb. 2020 – Present(1)
Roberto Inchaustegui	64	Executive Vice President – Growth Initiatives Executive Vice President and President – Global Services and Specialty	Jan. 2020 – Present Jan. 2015 – Jan. 2020
Scott D. Kirkland	46	Senior Vice President and Corporate Controller Senior Vice President - Finance, Global Energy Services Vice President - Finance Global Institutional Vice President - Finance Institutional North America	June 2019 – Present May 2016 – May 2019 Jan. 2016 – Apr. 2016 Jan. 2015 – Dec. 2015
Laurie M. Marsh	56	Executive Vice President – Human Resources	Jan. 2015 – Present
Michael C. McCormick	57	Executive Vice President, General Counsel and Secretary Executive Vice President, General Counsel and Assistant Secretary Chief Compliance Officer, Deputy General Counsel and Assistant Secretary Chief Compliance Officer and Assistant Secretary	Oct. 2017 – Present Mar. 2017 – Sep. 2017 June 2016 – Feb. 2017 Jan. 2015 – May 2016
Timothy P. Mulhere	57	Executive Vice President and President – Global Institutional & Specialty Services Executive Vice President and President – Regions Executive Vice President and President – Global Water and Process Services	July 2018 – Present May 2015 – June 2018 Jan. 2015 – May 2015
Daniel J. Schmechel	60	Chief Financial Officer Chief Financial Officer and Treasurer Chief Financial Officer	Nov. 2019 – Present Jan. 2017 – Nov. 2019 Jan. 2015 – Dec. 2016

<u>Name</u>	<u>Age</u>	<u>Office</u>	<u>Positions Held Since Jan. 1, 2015</u>
Elizabeth A. Simermeyer	55	Executive Vice President and President – Global Healthcare and Life Sciences	Dec. 2019 – Present
		Executive Vice President – Global Marketing & Communications and Life Sciences	July 2015 – Dec. 2019
		Senior Vice President – Global Marketing & Communications	Jan. 2015 – July 2015
Jill S. Wyant	48	Executive Vice President and President – Global Regions	Dec. 2019 – Present
		Executive Vice President and President – Global Regions and Global Healthcare	Jan. 2018 – Dec. 2019
		Executive Vice President and President – Global Food & Beverage, Healthcare and Life Sciences	May 2016 – Dec. 2017
		Executive Vice President and President – Global Food & Beverage	Jan. 2015 – Apr. 2016

(1) Prior to joining Ecolab in February 2020, Mr. Duijser was employed by Reckitt Benckiser (RB) Group plc as Chief Supply Officer since November 2018. Mr. Duijser joined RB from Amazon.com, Inc. where he served as Vice President Worldwide Engineering from 2015 to 2018.

### Forward-Looking Statements

This Form 10-K, including Part I, Item 1, entitled “Business,” and the MD&A within Part II, Item 7, contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include expectations concerning items such as:

- amount, funding and timing of cash expenditures relating to our restructuring and other initiatives
- future cash flows, access to capital, targeted credit rating metrics and impact of credit rating downgrade
- adequacy of cash reserves
- uses for cash, including dividends, share repurchases, debt repayments, capital investments and strategic business acquisitions
- global market risk
- impact of oil price fluctuations, comparative performance and prospects of businesses in our Global Energy segment
- long-term potential of our business
- impact of changes in exchange rates and interest rates
- customer retention rate
- bad debt experience, non-performance of counterparties and losses due to concentration of credit risk
- disputes, claims and litigation
- environmental contingencies
- impact and cost of complying with laws and regulations
- sustainability targets
- returns on pension plan assets
- contributions to pension and postretirement healthcare plans
- amortization expense
- impact of new accounting pronouncements
- income taxes, including valuation allowances, loss carryforwards, unrecognized tax benefits, uncertain tax positions and deductibility of goodwill
- recognition of share-based compensation expense
- payments under operating leases
- future benefit plan payments
- market position
- doing business relating to Iran
- the completion and timing of the proposed separation of our Upstream Energy business and subsequent merger with Apergy
- the expected strategic, operational and competitive benefits of the proposed separation of our Upstream Energy business, the effect of the separation on Ecolab and its shareholders, customers and employees
- the impact of the coronavirus outbreak

Without limiting the foregoing, words or phrases such as “will likely result,” “are expected to,” “will be,” “will continue,” “is anticipated,” “we believe,” “we expect,” “estimate,” “project” (including the negative or variations thereof), “intends,” “could,” or similar terminology, generally identify forward-looking statements. Forward-looking statements may also represent challenging goals for us. These statements, which represent the Company’s expectations or beliefs concerning various future events, are based on current expectations that involve a number of risks and uncertainties that could cause actual results to differ materially from those of such forward-looking statements. We caution that undue reliance should not be placed on such forward-looking statements, which speak only as of the date made. For a further discussion of these and other factors which could cause results to differ from those expressed in any forward-looking statement, see Item 1A of this Form 10-K, entitled “Risk Factors.” Except as may be required under applicable law, we undertake no duty to update our forward-looking statements.

# Board of directors

## **DOUGLAS M. BAKER, JR.**

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

## **SHARI L. BALLARD**

Former Senior Executive Vice President and President, Multi-Channel Retail of Best Buy Co., Inc. (consumer electronics products and services retailer), Director since 2018, Audit and Safety, Health and Environment Committees

## **BARBARA J. BECK**

Executive Advisor to American Securities LLC (private equity firm), Director since 2008, Safety, Health and Environment\* and Governance Committees

## **LESLIE S. BILLER**

Chief Executive Officer of Harborview Capital (private investment and consultive company), Director since 1997, Finance\* and Compensation Committees

## **JEFFREY M. ETTINGER**

Retired Chairman of the Board of Hormel Foods Corporation (food products company), Director since 2015, Governance\* and Compensation Committees and Lead Director

## **ARTHUR J. HIGGINS**

President and Chief Executive Officer of Assertio Therapeutics, Inc. (specialty pharmaceutical company), Director since 2010, Compensation and Safety, Health and Environment 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

## **DAVID W. MACLENNAN**

Chairman and Chief Executive Officer of Cargill, Incorporated (food, agricultural, financial and industrial products and services company), Director since 2015, Audit and Governance Committees

## **TRACY B. MCKIBBEN**

Founder and Chief Executive Officer of MAC Energy Advisors LLC (consulting company for alternative energy and clean technology investments), Director since 2015, Audit and Finance Committees

## **LIONEL L. NOWELL, III**

Former Senior Vice President and Treasurer of PepsiCo, Inc. (food and beverage company), Director since 2018, Audit and Finance Committees

## **VICTORIA J. REICH**

Former Senior Vice President and Chief Financial Officer of Essendant Inc. (wholesale distributor of business products), Director since 2009, Audit\* and Governance Committees

## **SUZANNE M. VAUTRINOT**

President of Kilovolt Consulting Inc. (consulting company for cyber security strategy and technology) and a retired Major General of the United States Air Force, Director since February 2014, Compensation and Finance Committees

## **JOHN J. ZILLMER**

Chief Executive Officer of Aramark (provider of food, facilities management and uniform 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.investor.ecolab.com/corporate-governance/contact-the-board](http://www.investor.ecolab.com/corporate-governance/contact-the-board).

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 Global Headquarters in St. Paul, Minn. In addition to online communication, interested parties may direct correspondence to our board at:

Ecolab Inc.  
Attn: Corporate Secretary  
1 Ecolab Place  
St. Paul, MN 55102

## Corporate officers

### **ANIL ARCALGUD**

Executive Vice President and Chief Information Officer

### **DOUGLAS M. BAKER, JR.**

Chairman of the Board and Chief Executive Officer

### **CHRISTOPHE BECK**

President and Chief Operating Officer

### **LARRY L. BERGER**

Executive Vice President and Chief Technical Officer

### **DARRELL R. BROWN**

Executive Vice President and President – Global Industrial

### **DERIC D. BRYANT**

Executive Vice President and President – Upstream Energy

### **ANGELA M. BUSCH**

Executive Vice President – Corporate & Business Development

### **MACHIEL DUIJSER**

Executive Vice President and Chief Supply Chain Officer

### **ROBERTO INCHAUSTEGUI**

Executive Vice President – Growth Initiatives

### **SCOTT D. KIRKLAND**

Senior Vice President and Corporate Controller

### **KEVIN S. KRUMM**

Senior Vice President and Treasurer

### **LAURIE M. MARSH**

Executive Vice President – Human Resources

### **MICHAEL C. MCCORMICK**

Executive Vice President, General Counsel and Secretary

### **JUDY M. MCNAMARA**

Senior Vice President – Tax

### **TIMOTHY P. MULHERE**

Executive Vice President and President – Global Institutional & Specialty Services

### **JOANNE JIRIK MULLEN**

Chief Compliance Officer and Chief Employment Counsel

### **GAIL PETERSON**

Senior Vice President – Marketing & Communications

### **DANIEL J. SCHMECHEL**

Chief Financial Officer

### **ELIZABETH A. SIMERMEYER**

Executive Vice President and President – Healthcare and Life Sciences

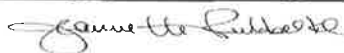
### **JILL S. WYANT**

Executive Vice President and President – Global Regions

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
 (Complete in full, Use attachments if necessary)

Name of Bidder: Ecolab Inc.	
Address with Zip Code: 1 Ecolab Place, Attn: Government Sales, St. Paul, MN 55102	
Federal Tax I.D. Number: 41-0231510	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP, state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation: February 1924	Name of State(s) in which incorporated: Delaware
President's Name: See attached officer/Board of Directors list	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP:	
Is the Partnership: General <input checked="" type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 50,200	Geographical Limits of Operation: None, worldwide
No. of years in business: 96 years	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

<b>Has Contractor ever been sued for breach of any contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Check one)</b>			
<b>If Yes, Explain:</b>  Please see Ecolab 2019 Annual Report. All Ecolab lawsuits are disclosed within.  <a href="https://s24.q4cdn.com/931105847/files/doc_financials/annual/2019/Ecolab-Annual-Report-2019-Web-Version.pdf">https://s24.q4cdn.com/931105847/files/doc_financials/annual/2019/Ecolab-Annual-Report-2019-Web-Version.pdf</a>			
<b>List Completed Contracts within the Past Three Years, Including Amount of Each:</b> 1. Des Moines School District, Des Moines, IA -Warewashing Cleaning Products, 12 Month Total = \$179,923 2. Du Page County, Wheaton, IL-Laundry Cleaning Chemicals, 12 Month Total = \$52,965 3. Park Hill School District, Park Hill, MO -Warewashing Cleaning Products, 12 Month Total = \$10,323			
<b>List of Current Contracts, Including Amount of Each:</b>  Ecolab has over 1,000 contracts with federal, state, county and local government entities. Contracts valued at over \$72 million in total.			
<b>Customer Reference (state name, address, and phone number):</b> Lee's Summit R-7 702 SE 291 Highway, Lee's Summit, MO 64063 Contact : Lori Daniella, Director of Nutrition Services , (816) 986-2206			
<b>List each subcontractor you plan to use if awarded the contract. If no, so state. N/A</b>			
SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
N/A			
<b>State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):</b>  			
<b>DBE STATUS Indicate status claimed:</b>  1. Minority Owned Business (MBE) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> African American <input type="checkbox"/> Latino <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Pacific Islander <input type="checkbox"/>  2. Woman Owned Business (WBE) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>  3. Small Business YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
<b>For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.</b>			
<b>Prepared by (print or type):</b> Jeannette Rubbelke		<b>Title:</b> Bid Contracts Manager I	
<b>Signature:</b> 		<b>Date:</b> 9/1/2020	

**STATEMENT OF NO BID**

TO: Jackson County Purchasing Department N/A  
Jackson County Courthouse  
415 East 12th Street, Room G1  
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to the above Invitation to Bid for the following reasons(s):

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain) \_\_\_\_\_

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers None and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.



9/1/2020

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

Ecolab Inc.

\_\_\_\_\_  
Company Name

1 Ecolab Place, Attn: Government Sales

\_\_\_\_\_  
Address

St. Paul, MN 55102

(952) 852-0967

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Phone



**ECOLAB INC.**

**CERTIFICATE OF DESIGNATION**

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

Scott Bishop            who signs

  
\_\_\_\_\_

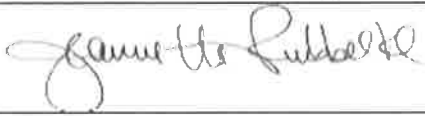
Michele Kennedy      who signs

  
\_\_\_\_\_

Dale Mrozinski        who signs

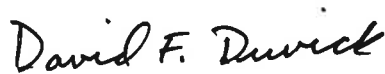
  
\_\_\_\_\_

Jeannette Rubbelke   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 18<sup>th</sup> 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 15<sup>th</sup> day of September, 2020.



\_\_\_\_\_  
David F. Duvick  
Assistant Secretary

## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" form. Bids submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00 p.m. CST on September 1, 2020**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadlines. Addendums to this Invitation to Bid will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting their bid that they received all Addenda issued and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. **IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.**
7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. **Patents:** Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. **Tax Clearance Required:** No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. **Insurance and Indemnification:** The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions of shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

30. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

31. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

32. All prices are to be FOB Destination to the delivery point; all shipping, packing and drayage charges are the responsibility of the bidder. COD shipments will not be accepted.

## 1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a Twelve (12) Month Term and Supply Contract with One (1) Twelve Month Options to Extend for the furnishing of Laundry Chemicals for the Department of Corrections.
- 1.2 Items specified herein will be ordered on an "As Needed" basis throughout the contract term.

## 2.0 BACKGROUND

- 2.1 Although exact usage cannot be determined, the County estimates to spend up to **\$50,000** annually on this contract. The County may or may not exceed this amount.
- 2.2 The County reserves the right to split the Contract Award.
- 2.3 The Jackson County Department of Corrections and Regional Corrections Center is a 1000 bed detention facility with an average daily population of 900.

## 3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within ten (10) business days after receiving award notifications. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work under this Request for Proposal.

- 3.2 Other Licenses: The Successful Respondent must provide upon written request, evidence of current required Federal, State, and Local Occupational Licenses.

- 3.3 W-9 Form: The Successful Respondent must provide a completed IRS W-9 Form for this Contract.

- 3.4 All work performed under this Contract shall be performed in the Greater Kansas City Metropolitan Area. If the Respondent is not located in the Greater Kansas City Metropolitan Area, documentation **MUST BE** submitted with your bid response detailing how your company would perform the work as detailed herein.

**\*\*Please see the attachment called "Unparalleled Service" for details regarding handling service in the Greater KC Metro Area**

- 3.5 Background Checks: The Successful Contractor must provide a valid Driver's License or State I.D. for all employees/subcontractors before any project is to be performed or any work at the Detention Center located at 1300 Cherry, Kansas City, MO 64106 can begin. A background check will be done on all Service Personnel. The Successful Contractor is to supply the employees/subcontractors name (Last, First, Middle Initial), race, date of birth, and social security number, prior to entry into the facility. Those with outstanding warrants will be denied access to the facility and are subject to arrest. The Successful Contractor's employees/subcontractors are subject to search while in the facility.

- 3.6 Security Requirements: Successful Bidder's personnel and any of its subcontractor's personnel working at the Department of Corrections will be subject to a criminal background check, fingerprinting, and a drug screening. The Successful Bidder's personnel and any of its subcontractor's personnel must have a valid driver's license or state identification card to enter the Department of Corrections.

- 3.7 The County reserves the right to deny entry to the Department of Corrections to any of Successful Bidder's personnel and any of its subcontractor's personnel that fail the background check and drug screening.

## 4.0 SPECIFICATIONS

- 4.1 Chemicals and Dispensing Equipment

- 4.1.1 Dispensing Equipment: For products that require dispensing equipment, the Successful Contractor is required to supply and install all equipment at no additional cost to the County.

- 4.1.2 The Successful Contractor is responsible for repairs of the equipment and training of County Personnel in the use of the equipment.

- 4.1.3 Chemical dispensers are located in the laundry area on washing machines in one (1) intake areas.
  - 4.1.4 The Successful Contractor will provide equipment with the necessary programming to automatically dispense chemicals and will provide new programming as needed.
  - 4.1.5 Equipment for pumping chemicals must be compatible with existing equipment.
  - 4.1.6 Quotation of chemicals must include service and dispensing equipment costs.
  - 4.1.7 Dispensing equipment must be removed from the premises by 4:30 p.m. on the last day of the contract. The Successful Contractor must credit the County for any returned extra, unopened chemicals at the end of the contract.
- 4.2 Laundry
- 4.2.1 Existing Laundry equipment includes:
    - 4.2.1.1 Two washer/extractors, Milnor, Model 4230V6J with 160 pound capacity, installed in 2009
    - 4.2.1.2 One Milnor E-P Plus with at 150 pound capacity
    - 4.2.1.3 Once Milnor with a 55 pound capacity
    - 4.2.1.4 One intake domestic washer
  - 4.2.2 Laundry Usage: The Department of Corrections cycled 717,000 pounds of laundry in 2016. This information is for historical reference use only and does not indicate exact monthly usage.
  - 4.2.3 The Successful Respondent provides service and maintenance of dispensers for the continuous operation of washing machines. This service and maintenance includes monthly inspection of the operation to ensure equipment is functioning and dispensing properly. Testing of the water will be completed to ensure proper dispensing of chemicals. The condition of clothing and linens must also be reviewed. If the County is not satisfied with the condition of these items and the County's equipment is operating properly, the Successful Respondent will be asked to check the dispensing equipment.
  - 4.2.4 Liquid products for the laundry must come in fifteen (15) gallon containers. The Successful Respondent shall provide to the Support Services Supervisor with the following consumption information on washing machines on a monthly basis:
    - 4.2.4.1 Product name, beginning inventory, additional products shipped, and total – provide usage amounts, unit cost, and total use costs on the laundry products.
    - 4.2.4.2 Number of loads per washing machine per month.
    - 4.2.4.3 Total pounds for the period.
    - 4.2.4.4 Total costs for the month.
    - 4.2.4.5 Include PH level testing results on monthly report.
  - 4.2.5 The Successful Respondent will provide and install liquid and solid product dispensers as per the direction of the Support Services Supervisor. If approved, one central single dispensing system could be used for the washing machines. Hoses running from chemical containers to dispensers and to washing machines must be neat and orderly. The terminal ends of the hoses must go into the washers and be placed near the drums.
  - 4.2.6 All laundry dispensers will have individual counters.
- 4.3 Laundry Chemicals
- 4.3.1 Alkaline Proprietary Blend Detergent with Brightener: A basic laundry concentrate designed for economical, everyday use in four part laundry systems. Blended with optical brighteners and anti-redisposition agents designed to keep laundry looking clean and bright. 15 gallon liquid product preferred. Product must be biodegradable.
  - 4.3.2 Oxidizing Agent Liquid Chlorine Bleach (Sodium Hypochlorite @ 9.25%): An industrial strength concentrated, liquid chlorine bleach designed for automatic laundry systems to brighten and sanitize

laundry. Shelf life must be at least seventy-five (75) days from delivery. Expiration date must be on the container.

- 4.3.3 Quaternary Detergent/Disinfectant – Ethanolamine Solutions
- 4.3.4 Alkaline Liquid Laundry Builder – C: Special blend for automatic liquid dispenser systems containing strong alkaline agents, surfactant, complex, phosphates, dye transfer inhibitors, and anti-redisposition agents designed to break away soils.
- 4.3.5 Industrial Cleaner/Odor Control Alkaline Product: Designed for use in an automatic dispensing system. This system must be installed near the compactor unit located in the Service Dock area. An electronically controlled timer must be present to control the amount of product dispensed 24 hours per day 7 days per week. Dispenser will also have a counter.
- 4.3.6 Fabric Softener/Neutralizer – Liquid
- 4.3.7 Solid detergent for domestic washers with controlled dispensing: For use in one “home-style” washer. Product will be safe for use in this type of agitator washer. Product will be able to disinfect and clean all types of blood and body waste from clothing. This system must be installed in the intake property room. An electronically controlled time must be present to control the amount of product dispensed per load. Operator will only turn on washing machine to activate dispenser. Dispenser will have a counter.
- 4.3.8 Products bid MUST have been on the market for a minimum of twelve (12) months.

## 5.0 PRE-BID CONFERENCE

- 5.1 Bidders can make an appointment to view the site. Please contact Deloris Wells @ [Dwells@Jacksongov.org](mailto:Dwells@Jacksongov.org) to make appointment before response deadline.

## 6.0 PURCHASE ORDERS AND INVOICES

- 6.1 The County will utilize Miscellaneous Blanket Purchase Orders on this contract.
- 6.2 Miscellaneous Blank Purchase Orders are for an estimated dollar amount and the Successful Respondent will bill the County against the Miscellaneous Blank Purchase Order until the stated dollar amount is spent, the contract terminates, or the end of the Calendar Year, whichever comes first.
- 6.3 Purchase Orders may also be issued for specific items when necessary.
- 6.4 A hard or electronic copy of the Purchase Order, issued by the Finance and Purchasing Department must be in place with the Successful Respondent before any items can be purchased. Failure to adhere to this policy may result in the TERMINATION of the contract.
- 6.5 Price Increases: The Successful Respondent may increase prices only when the increase applies to the General Public and is stated officially in writing to Jackson County, Missouri. Price increases shall not take effect against the County until the Successful Respondent has verified the fulfillment of this condition to the reasonable satisfaction of the County’s Purchasing Department. No price increases will be allowed in the first six (6) months of this contract.

## 7.0 DELIVERY

- 7.1 Deliveries are to be FOB Destination, Inside Delivery Only, Successful Respondent pays all freight charges.
- 7.2 All orders shall be packaged adequately to assure safe handling, proper delivery, and acceptable conditions.
- 7.3 No Fuel Surcharges allowed during the term of this contract. The Successful Respondent will not bill Jackson County, Missouri for any surcharges throughout the term of this contract and its extensions.



## **8.0 SECURITY REQUIREMENTS FOR CONTRACTORS**

- 8.1 All personnel entering the secure perimeter of the Corrections Facility (Jail) are required to log in and out on the Visitor's Log. The Department of Corrections will issue a Visitor's Pass. All personnel MUST have a legal identification card with their picture on it. No worker will be allowed in the facility without the required identification.
- 8.2 The County reserves the right to deny entry to the Department of Corrections to any of Successful Bidder's personnel and any of its subcontractor's personnel that fail the background check and drug screening.
- 8.3 A background check will be performed on all contract employees who enter the secure perimeter.
- 8.4 All workers may be subject to search by an officer if there is good cause to do so. Tools, carts, and all equipment may also be searched. Workers must not present any item to an inmate or pass any item from one inmate to another or take anything out of the facility for an inmate.
- 8.5 Workers must confine their activities to those areas designated to perform their service.
- 8.6 Workers must observe the no smoking policy.

## **9.0 REQUIRED SUBMITTALS**

- 9.1 The following information must be submitted with your response to this Invitation to Bid:
  - 9.1.1 MSDS Sheets and Manufacturer's Descriptive Literature and Specifications for each cleaning chemical you are bidding must be submitted and included in your response.
  - 9.1.2 Contractor's Signature Portion, page 2
  - 9.1.3 Affidavit, page 3
  - 9.1.4 Compliance Review Form, page 4-5; or a copy of current Jackson County Certificate of Compliance
  - 9.1.5 Statement of Contractor's Qualifications, page 6-7
  - 9.1.6 Acknowledgement of Receipt of Addenda, page 9
  - 9.1.7 Greater KC Metro area memo, page 14, section 3.4
  - 9.1.8 Quotation, page 19
  - 9.1.9 Bidder's Exceptions, Exhibit F, page 21
- 9.2 All responses to the Invitation to Bid become the property of the County and will not be returned.
- 9.3 Bids shall be submitted in an opaque envelope or box with this Invitation to Bid name and number and the Respondent's name and address on the front.
- 9.4 Expenses and costs incurred in the preparation of bids in response to the Invitation to Bid are the sole responsibility of the Respondent and shall not be reimbursed by the County.
- 9.5 Invitation to Bid Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
- 9.6 Failure to include any of the items listed in Section 8.1 or absence at the Mandatory Pre-Bid Meeting and Tour may result in the REJECTION of your bid.

## **10.0 EVALUATION**

- 10.1 All bids received that are responsive to the General Conditions, Scope of Services, and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee made up of Jackson County personnel will evaluate all bids and make a recommendation. Jackson County shall be the sole judge of the bids submitted for this Invitation to Bid and its decision will be final.

**11.0 QUESTIONS**

- 11.1 All Questions regarding this Invitation to Bid must be in writing and e-mailed as detailed under General Conditions, Item Number Five (5) on Page Ten (10) of this Invitation for Proposal by **September 1, 2020** by 5:00 p.m., CDT. Point of contact for this Invitation to Bid is Keith E. Allen, e-mail address: [keallen@jacksongov.org](mailto:keallen@jacksongov.org).
- 11.2 All answers to questions will be published on the County's website in the form of an Addendum. Respondents must check for Addenda prior to submitting their bid.
- 11.3 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents may not contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Bidder's submission.

**\*\*CONTINUED\*\***



ELIMINATE SOILS & NEUTRALIZE ODORS

## Oasis® 902 Exterior Multi-Surface Foaming Degreaser and Oasis® 904 Exterior Heavy-Duty Deodorizer

- ▲ Cleans exterior areas.
- ▲ Produces high foam.
- ▲ Lifts tough food, grease and oily soils.
- ▲ Eliminates odors.

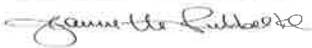
Safe to use on exterior surfaces such as block walls, concrete or plastic, and most metals, including stainless steel, black iron and aluminum.



**12.0 QUOTATION**

NO.	DESCRIPTION	CONTAINER PRICE	CONTAINER SIZE	NUMBER OF LOADS PER CONTAINER	PRODUCT NAME
*** 1.	Alkaline Proprietary Blend Industrial Detergent with Brightener	\$420.48	15 GL	Dilution 1 oz/gl 1920 loads (100 lb loads)	#6100173 Laundry Neutral Detergent Plus
2.	Oxidizing Agent Liquid Chlorine Bleach (Sodium Hypochlorite at 9.25%)	\$85.02	15 GL	480 loads (100 lb loads)	#6116146 Eco Star Destainer
3.	Quaternary Detergent/Disinfectant Ethanolamine Solutions	\$57.76	4-1 GL	Dilution: 1/3 oz per gallon	#6113227 Mikro Quat
4.	Alkaline Liquid Builder - C	\$162.23	15 GL	640 loads (100 lb loads)	#6110430 Eco Star Builder C
5.	Industrial Cleaner/Odor Control Alkaline Product	\$45.86	2.5 GL	Dilution: 3 oz/gl	#6118405 Oasis 902 MS Foam Degreaser
		\$73.49	2.5 GL	Dilution: 1 oz/gal	#6118411 Oasis 904 Hvy Duty Deodorizer
6.	Fabric Softener/Neutralizer - Liquid	\$58.21	5 GL	213 loads (100 lb loads)	#6112081 Tri Star Aqua Soft
7.	Solid Detergent for Domestic Washer with Controlled Dispensing	\$69.34	4-3 LB	Dilution: 19 grams per Homestyle load 286 homestyle loads	#6101659 Homestyle Solid Laundry Det

\*\*\* Previous Product (currently being used was at a higher dilution rate) needs less product, giving it 3 times the amount of loads from this 15 GL drum\*\*\*

SIGNATURE: 	DATE: 9/1/2020
NAME (PRINT): Jeannette Rubbelke	PHONE: (952) 852-0967
TITLE (PRINT): Bid Contracts Manager I	CELL: N/A
COMPANY NAME (PRINT) Ecolab Inc.	FAX: (651) 306-5429
E-MAIL ADDRESS (PRINT) gov.sales@ecolab.com	
E-MAIL ADDRESS FOR PO'S (PRINT) gov.sales@ecolab.com	
URL (PRINT): www.ecolab.com	

## EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

### 1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

### 2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

### 3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

### 4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

### 5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

### 6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

### 7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

**EXHIBIT F**  
**BIDDER'S EXCEPTIONS**  
**TO**  
**SPECIFICATIONS**  
**OF**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 27-20**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Invitation to Bid No. 27-20 are requested by the undersigned Respondent: (Use additional pages as necessary.)

<b>REFERENCE PARA # &amp; PAGE #</b>	<b>EXCEPTION REQUESTED</b>

Name of Firm: Ecolab Inc.

Signature of Bidder: 