

AFFIDAVIT

Comes the Affiant, Ecolab Inc., and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Murphy and he/she is the individual submitting the bid or is the authorized representative of

Ecolab Inc.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Minnesota

COUNTY OF Ramsey

The foregoing instrument was subscribed, sworn to and acknowledged before me

by John Murphy - Government Sales Manager on this the 18th day

of May, 2012.

My Commission expires: 1-31-2015



Michele Kennedy
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes x No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

“Bid on #51-2012 Laundry Dispensing System & Supplies”

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional (2) - 1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

John K. Murphy

Ecolab Inc.

Signature

Name of Business

**LAUNDRY DISPENSING SYSTEM
INSURANCE REQUIREMENTS**

1. GENERAL

The CONTRACTOR understands and agrees that the Risk Management Provisions of this contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. CONTRACTOR means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. OWNER means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2. INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless OWNER from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part from the execution, performance or breach of this Contract by CONTRACTOR, including any environmental problems CONTRACTOR may cause, including without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof. This indemnity agreement shall in no way be limited by any financial responsibility, insurance, or loss control requirements below and shall survive the termination of this contract.

For purposes of this Indemnity Provision:

- a. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR'S expense, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld.
- b. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.
- c. The word "losses" includes, but is not limited to claims, liens, demands, causes of action, judgements, penalties, interest, court costs, legal fees, and litigation expenses arising from death, injury or damage of any kind.

3. FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that the CONTRACTOR shall, prior to final acceptance of the CONTRACTOR'S bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4. INSURANCE REQUIREMENTS See Attached Ecolab Inc. MOI

CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, as contractors must confer with their respective insurance agents, brokers, or carriers to determine in advance of bid submission the availability of the insurance coverages and endorsements required herein. IN LIEU OF A

CERTIFICATE OF INSURANCE at this stage of the bid, the "EVIDENCE OF INSURABILITY" FORM at the end of this section, is to be completed, signed and submitted along with the bid. This will simplify the process for qualification considerations.

4.1 Required Insurance Coverages

CONTRACTOR shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever, is greater. Below are minimum insurance requirements set to protect the OWNER interest in this agreement; and to provide guidelines consistent for each bidder, should insurance costs be included in your bid estimation costs. However, it does not limit the CONTRACTOR's liability and necessary additional limits of coverage is at the CONTRACTOR's discretion. SEE "EVIDENCE OF INSURABILITY" FORM FOR SUBMISSION OF BID.

4.1.1 Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- a. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
- b. Products-Completed Operations Liability coverage should be included
- c. Endorsements naming as additional insureds "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507

4.1.2 Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

4.1.4 Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage with:

- a. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Kentucky 40507.

4.2 Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

4.3. Notice of Coverage Renewals for Expiration

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, at the Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507 and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

4.4. Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retention in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retention must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverages. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR's latest audited financial statement, including auditor's notes;
- b. Any records of any self-insured trust fund plan or policy related accounting statements;
- c. Actuarial funding reports or retained losses;
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program;
- e. A claim loss run summary for the previous five (5) years.
- f. Self Insured Associations will be considered.

4.5. Verification of Coverage

Within thirty (30) days following signing of Contract, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance; and CONTRACTOR shall provide OWNER copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

5. SAFETY AND LOSS CONTROL

5.1 CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all

other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

- 5.2 The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6. **DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

Lexington-Fayette Urban County Government

Division of Community Corrections

Laundry Dispensing System and Supplies

The Lexington-Fayette Urban County Government is now accepting bids in order to establish a price contract for Laundry Dispensing System and Supplies for the Division of Community Corrections at 600 Old Frankfort Circle, Lexington, Kentucky, 40510, as per the following specifications.

Equipment Dispensing System

The equipment dispensing system shall be a closed system that shall automatically dispense products from their respective containers into laundry machine(s). Products shall be dispensed through microprocessor-controlled automatic injection system. The system shall automatically inject the proper amount of product for each load, allowing flexibility for various soil/wash classifications. System shall be a completely closed dispensing system that allows for up to 8 wash formulas, alert operators when to change product and provide load count information for each wash formula. Dispenser shall be capable of handling up to three wash machines, with exclusive card-swipe programming and shall have an out of product alarm, both visual and audible. The system shall be capable of pumping a minimum distance of 25 feet and shall have the capability of counting laundry loads. Literature information shall be provided when submitting bid. Contract vendor shall supply the equipment dispensing system, new or used, at no cost to the Lexington-Fayette Urban County Government. If used equipment is furnished, equipment must be in good working condition when installed and maintained throughout the contract.

Service of System

Contract vendor shall provide all technical service and support at no additional cost under this contract for the equipment and products provided under this contract. Contract vendor shall be responsible for coordinating with the Division of Detention Services for the installation of dispensing equipment. In the event a quantity of the previous vendor's products remain unused subsequent to the effective date of this contract, the Division of Detention Services will utilize all unused products before the new contract vendor installs equipment under the new contract. No interruption of product or service shall occur during the transition between the previous vendor and the new vendor.

Contract vendor shall provide a minimum of one (1) service call at intervals not to exceed four (4) weeks during the contract period. Representative(s) of product manufacturer shall make service calls. This representative shall have been technically trained and employed by the manufacturer for a period of not less than two (2) years in the performance of servicing institutional/commercial laundry equipment.

Contract vendor shall provide the names, addresses, and phone numbers of not less than two (2) of the manufacturer's service representatives. Vendor shall provide a listing of all service representatives and a brief description of company training in laundry service, trouble shooting, and assistance in programming microprocessors for laundry equipment.

Contract vendor shall be responsible for coordinating service visits with laundry manager and ensuring that all required services are provided to the satisfaction of the laundry manager. The services include, but are not limited to the following:

- Vendor shall prepare a written report in triplicate on vendor's standard form and leave a copy with the laundry manager and submit a copy to the Director of Detention Services at the time of each service visit.
- Service shall be same day on site as requested. Vendor shall provide any and all emergency repair service(s) to dispenser(s) and/or dispenser installation(s) to include all parts and labor at no cost to LFUCG.
- Vendor shall have available to the Division of Detention Services the services of research and testing for examination of problem fabrics, stains, fabric wear, etc.
- Vendor shall provide training assistance in establishing all classification of washing formulas, temperatures, water levels, preparation of automatic formula charts, programming of micro processors, and training of laundry personnel in proper application of their chemicals and other physical and mechanical assistance as required and necessary to ensure proper and most economical operation of laundry facility. Vendor shall also provide annual training sessions if required by laundry manager.
- Vendor shall inspect and properly maintain all equipment as to proper function of mechanical parts, gauges, valves, etc. throughout the contract. Vendor shall provide adjustments and clean dispensers as necessary.
- Vendor shall check solutions on each machine for optimum concentration and temperature.
- Vendor shall conduct iron, bleach, and fabric testing; liquid bleach concentration testing; water hardness testing; PH measurements; and fabric analysis as necessary. If independent test laboratory results are required, results will be submitted within the time frame prescribed and results shall be on unaltered copies of the laboratory's letterhead stationery. The laboratory submitting results shall in no way be connected with the vendor/bidder/manufacturer. The laboratory shall have been in operation for a period of not less than five (5) years prior to bid opening. Testing will normally be conducted in accordance with the latest issue of standard methods recommended by the ASTM in pamphlet D820, D460-39 and D502-39. Testing of chemical requirements will normally be in accordance with the latest issue of Federal Test Methods Standard 536 for the applicable ASTM method(s). The Lexington-Fayette Urban County Government reserves the right to use any test method deemed fair and suitable to determine compliance with the specifications herein. Cost of analysis shall be borne by the contract vendor. The Lexington-Fayette Urban County Government reserves the right to select representative samples of product(s) delivered during the contract period and submit for testing/analysis.

Packaging of Products

Packaging shall be manufacturer's standard and as close to the specified packaging as possible. Alternate packaging that is reasonable and is the manufacturers' standard will be considered only if clearly stated in the bid. Each container shall have permanently affixed to the manufacturer's standard identification commercial typeset label in compliance with the Federal Hazardous Substances Labeling Act and applicable OSHA standards. Label must resist deterioration and remain legible throughout using period of contents. Label shall clearly indicate at least the following:

- Generic identification of product.
- Name and address of manufacturer.
- Trade/brand name of product.
- Warning statement and precautionary handling instructions.
- Recommended antidotal action information as required.
- The statement "Protect from Freezing".
- Manufacturer's directions for use in detail.
- Net contents.
- Active ingredient claim.

All product packaging shall be color and shape coded to insure proper chemical usage and allow staff to work more efficiently. Product packaging shall not exceed 22 pounds per container allowing easy and safe changeovers.

Products

All products offered under this contract shall be nationally marketed brands of the same manufacturer.

All products furnished under this contract shall be currently on file with the National Clearing House of Poison Control, US Dept. Health, Education and Welfare, Public Health Service, Food and Drug Administration, 5401 Westbard Avenue, Bethesda, MD 20016, with all data necessary for prompt and correct treatment of accidents to be available from local poison control centers on a 24 hour basis.

Contract vendor shall furnish Materials Safety Data Sheet (MSDS) for each toxic substance covered in the contract. Submission of MSDS is required by the KY Toxic Substances Disclosure to Employee Act (PA 83.240). Such sheets shall accompany first shipment.

Samples shall be furnished upon request and shall be provided within five (5) working days. Samples shall be labeled with type, number, vendor's name and address and manufacturer's name and address. Samples shall be the same products to be provided under the contract. Samples will be retained by the LFUCG for comparison with contracted items during contract period.

The contract vendor shall replace products not conforming to the specifications or otherwise not performing satisfactorily. Failure to provide the required service, equipment and products in timely manner will be grounds to terminate the contract.

Manufacturer of Products

If the vendor is a manufacturer, they shall have a factory or factories adequate for and primarily devoted to the manufacturer of products of a purpose and quality equal to those specified for not less than five (5) years. Vendor shall have sufficient inventory capacity to meet any and all requirements under the contract.

If the vendor is not a manufacturer, the vendor shall submit upon request within five (5) working days, a

complete written explanation how the vendor will guarantee product and service performance under this contract.

Product Specifications

Laundry Detergent

Product shall be a low-phosphate, highly concentrated one-shot detergent formulated for use on all fabrics. Product combines soil suspension agents, surfactants, alkalinity, and other brighteners. Phosphates as (%P) shall be within range of .20 - .25%. Product pH shall be in the range of 12 – 13 (1%) and have a fresh citrus scent. The unique ratio of alkalinity to surfactant allow the suds and bleach steps to be combined on light and medium formulas, saving water and energy. Specially formulated to wash at lower temperatures (down to 1200F) or to use where less alkalinity is desired. Product shall be **Tri-Star Surlite** as manufactured by Ecolab Inc. or Equal.

Laundry Softener

Product shall be a combination of cationic fabric softeners. Shall reduce static electricity and help reduce wrinkling. Shall contain optical brighteners. pH Concentrate shall be 1.3 to 1.7 [Conc. (% w/w): 100%]. Product shall be **Tri-Star Aqua Soft** as manufactured by Ecolab Inc. or Equal.

Laundry Destainer

Product shall be concentrated chlorine bleach, providing fast bleaching action and difficult stain removal while prolonging fabric life and saving labor and linen replacement costs. Product shall restore natural whites to fabric, eliminate dull and dingy buildup, as well as the pin holing caused by slow dispersion. Product shall leave linens with a fresh, clean fragrance and no lingering trace of chlorine. Product shall be **Chlorlite** as manufactured by Ecolab Inc. or Equal.

Cleaner/Degreaser

This multi-purpose cleaner shall have a high level of surfactants that power off grease, oil and tough soils. Conditioners shall provide hard water tolerance and soap scum/mineral deposit removal. Product shall be non-caustic, non-corrosive and colloidal. Neutral pH shall be mild on hands, but tough enough for shoe polish, tar, cosmetics, hair oil and ink. Product shall be **Encompass** as manufactured by Ecolab Inc. or Equal.

Liquid Enzyme Laundry Detergent Prespotter

Product shall be a specialty laundry pre-spotter and laundry wheel additive. Active ingredients shall be 3 surfactants and 2 enzymes. Shall be specifically designed to remove enzyme stains such as sweat, blood, urine, fecal material, and grass. Will come packed in an easy-to-use quart bottle. Bottles shall have product information, MSDS, and instructions printed on each ready to use bottle. Product will not cause any ill effects or health concerns with normal handling, and not be corrosive to linen or equipment. Product shall have permanent printed labeling that will not come off when wet or with long shelf life. Non-Flammable. Product shall be **Stainblaster A** as manufactured by Ecolab Inc. or Equal.

Power Pack

Product shall be an in-wheel laundry linen reclaim and recovery product. Non-phosphate product designed to put stained linen back into service with a single wash. Product shall come in a unique slanted pouch for easy use and dispensing, and have 3.5-4.8% available chlorine. Directions and MSDS shall be printed on each pouch. Printing will not come off if gotten wet. Safety instructions will also be on package. Pack will provide proper dosage by machine type. Product shall be **Stainblaster Power Pak** as manufactured by Ecolab Inc. or Equal.

Pricing:

Item	Description	Brand	Product #	Ounces per 100# load	Cost per load (Per 100LB Load)	Cost per Case
1.	<u>Detergent</u> , Ecolab Liquid Tri-Star Surlite, or Equal	Ecolab Inc. Surlite Laundry Detergent 2.5GL	6100267	2	\$0.535	\$ 85.56 CS <i>(one 2.5 gallon per case)</i>
2.	<u>Softener</u> , Ecolab Liquid Tri-Star Aqua Soft, or Equal	Ecolab Inc. Tri-Star Aqua Soft 2.5GL	14895	.75	\$0.143	\$ 61.19 CS <i>(one 2.5 gallon per case)</i>
3.	<u>Destainer</u> , Ecolab Liquid Chlorite, or Equal	Ecolab Inc. Tri-Star Chlorite 2.5GL	10261	2	\$0.185	\$ 29.52 CS <i>(one 2.5 gallon per case)</i>
4.	<u>Cleaner/Degreaser</u> , Ecolab Encompass, or Equal	Ecolab Inc. Encompass 4-1GL	15651	N/A - Dilution is 1oz / gallon	N/A	\$ 53.32 CS <i>(four 1 gallon units per case)</i>
5.	<u>Liquid Enzyme Laundry Detergent Prespotter</u> , Ecolab Stainblaster A, or Equal	Ecolab Inc. Stainblaster A (NP) 1-5QT	12084	N/A - RTU	N/A	\$ 84.42 CS <i>(1 unit per case)</i>
6.	<u>Liquid Enzyme Laundry Detergent Prespotter Power Pack</u> , Ecolab Stainblaster PPak 1, or Equal	Ecolab Inc. Stainblaster PPK1 NP 12-1.5LB	10370	N/A - RTU	N/A	\$ 54.41 CS <i>(Twelve 1.5 pound units per case)</i>

See Attached Ecolab Inc. Cost Proposal Document For Further Product Information.

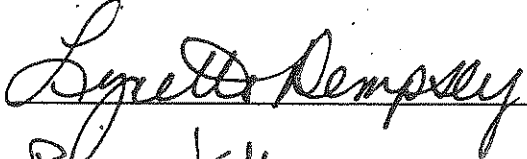
NOTES TO VENDORS:


1. This contract will serve approximately 2000 people at one location.
2. For bidding questions, please contact Theresa Maynard, Division on Central Purchasing at 859-258-3320 or theresam@lexingtonky.gov.


ECOLAB INC.

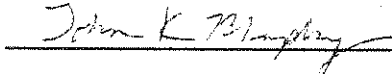
CERTIFICATE OF DESIGNATION


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:

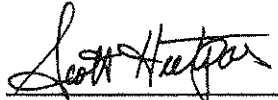
Lynette Dempsey, who signs 

Bruce Kottom, who signs 

Shaun Freeze, who signs 

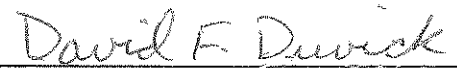
John Murphy, who signs 

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 18th day of May, 2012.


David F. Duvick
Assistant Secretary




Lexington Fayette Urban County Government

Laundry Dispensing System & Supplies – BID #51-2012

Products	Description	Price	Use Cost	Yield
	Tri-Star Surlite 1 - 2.50 gal Laundry Detergent Product #6100267 Concentrated laundry detergent with a patented blend of nonionic surfactants	\$85.56	\$0.535 per 100 lbs laundry	160 - 100 lbs laundry
	Tri-Star Aqua Soft 1 - 2.50 gal Laundry Softener-sour Product #14895 Cationic fabric softener and neutralizer	\$61.19	\$0.143 per 100 lbs laundry	427 - 100 lbs laundry
	Tri-Star Chlorlite 1 - 2.50 gal Laundry Bleach Product #10261 A stabilized hypochlorite based stain remover for white linen	\$29.52	\$0.185 per 100 lbs laundry	160 - 100 lbs laundry
	Encompass 4 - 1.00 gal Kitchen Degreasers Product #15651 Versatile cleaner that powers through grease, oil and tough soils	\$53.32	\$0.104 per 128 oz	512 - 128 oz
	Stain Blaster A 1 - 5.00 qt Laundry - Stainblaster Product #12084 Surfactant formula for removing laundry stains	\$84.42	\$0.528 per oz	N/A



Products	Description	Price	Use Cost	Yield
	Stain Blaster Power Pak 1 12 - 1.50 lb Laundry - Stainblaster Product #10370 Prepackaged stain blaster for white linen	\$54.41	\$0.189 per OZ	N/A



LAUNDRY

SERVICE POLICY

The purpose and objective of Ecolab service is to assure Institutional operators of a properly operating laundry function. Ecolab service is a safeguard measure – its true value lies in knowing that your laundry will operate correctly at present and that it is designed to avoid breakdowns in the future.

We will advise the Manager at all times of the situation existing in his/her Laundry Operation – in effect, act as his/her assistant in charge of laundering, advising him/her both of conditions which are extremely good, and those extremely bad requiring his/her attention, and relieve him/her of the remaining common or "unusual" problems. This information, including all of the items which follow, is submitted both verbally and in writing.

ON EVERY SERVICE CALL WE DO THE FOLLOWING

- 1. WRITTEN SERVICE REPORTS ON EACH SERVICE CALL.**
These reports can be filed by Management for review regularly. These Service Reports supply Management with a picture of the overall laundry operation. They indicate factors requiring attention regarding manpower, costly waste areas, and data for future purchases or changes.
- 2. WE WILL CHECK ALL EQUIPMENT.** We will perform minor repairs and adjustments. We will put management in contact with qualified agencies to do heavy repair work.
- 3. WE WILL MEASURE THE CONCENTRATION OF THE DETERGENT WASH SOLUTION BY CHEMICAL ANALYSIS AND BY SIMILAR MEANS MEASURE FINAL pH FACTOR, CHLORINE, AND IRON CONTENT.** We will maintain detergent concentration as required within the range of proper laundering. We will take steps to remedy conditions which allow this concentration to go too high, resulting in over consumption, or too low, resulting in poor results.
- 4. WE WILL CHECK AND REGULATE THE TEMPERATURE OF ALL THE FLUSH, WASH, BLEACH AND RINSE CYCLES AND WATER LEVELS, THEREBY CHECKING MACHINE THERMOMETERS, WATER SUPPLY TEMPERATURE AND WATER LEVEL CONTROLS. THIS ACTION WILL MAXIMIZE ENERGY SAVINGS.**
- 5. WE WILL CHECK TIME OF CYCLES.** We will obtain the proper cycle period for proper laundering and the proper combination of washing time and detergent strength for laundering.
- 6. WE WILL CHECK STEAM AND FILL VALVES FOR LEAKS.**
We will report major valve problems to management immediately to eliminate excessive use of energy.
- 7. WE WILL CHECK THE WATER CONDITIONS.** We will make water hardness test, or if needed, a laboratory analysis of the water.
- 8. WE WILL INSPECT THE SORTING AND LOADING PROCEDURES.** The machine's effectiveness is dependent upon proper sorting and loading. Good results are impossible if these procedures are not followed properly.
- 9. WE WILL CHECK THE DRAIN VALVE AND PLUMBING.**
Improper plumbing and drain valve trouble destroys optimum action, giving poor results and poor production.
- 10. WE WILL CHECK THE AUTOMATIC FORMULA CHART.**
- 11. WE WILL CHECK ALL OTHER EQUIPMENT IN THE OPERATION ACCORDING TO MANUFACTURER'S RECOMMENDATION AND SPECIFICATIONS.**
- 12. WE WILL CHECK ALL ACCESSORY EQUIPMENT TO THE LAUNDRY MACHINE SUCH AS DETERGENT DISPENSERS.**
- 13. WE WILL CHECK OVERALL SANITATION OF THE LAUNDRY DEPARTMENT.** This will include sanitation procedures used in the spoiled linen room, wash room, clean linen room, carts, trucks, chutes, and other surfaces and environments commonly contacted by linens.

WE WILL SUPPLY MANAGEMENT WITH THE FOLLOWING

- 1. WRITTEN SERVICE REPORTS ON EACH SERVICE CALL.**
These reports can be filed by Management for review regularly. These Service Reports supply Management with a picture of the overall laundry operation. They indicate factors requiring attention regarding manpower, costly waste areas, and data for future purchases or changes.
- 2. SPECIAL SURVEYS, WHEN NEEDED, ANALYZING OPERATION AND EQUIPMENT CONDITIONS FOR SPECIAL STUDY.**
- 3. OPERATING CHARTS FOR DISHMACHINE OPERATORS REGARDING THE CARE AND USE OF THE LAUNDRY MACHINE.**
- 4. TRAINING INSTRUCTIONS.**
We will train Dishmachine Operators in:
 - Proper sorting of soiled linen.
 - Laundry procedures
 - Specialized handling procedures.
 - Daily machine cleanup proceduresWe will make recommendations to the Manager on all phases of the laundry operation and advise him/her of the latest ideas and equipment in the laundering field. We will provide special films and programs to instruct new personnel.

The Ecolab Environmental Sanitation Specialist is qualified in all phases of laundry sanitation. As a graduate of the standardized Ecolab training program, he/she has fulfilled up to two years of rigorous training under expert supervision. In addition, he/she is backed by the most advanced products modern research has developed and the finest Technical Service Department available. Only this combination can give you true service.

MEMORANDUM OF INSURANCE						DATE 18-May-2012		
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0894. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>								
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE				
INSURED Ecolab Inc. 370 North Wabasha Street St. Paul, Minnesota 55102 United States				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 LIMITS IN USD UNLESS OTHERWISE INDICATED			
A A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GL2705129	31-Dec-2011	31-Dec-2012	GENERAL AGGREGATE	USD	5,000,000	
		GL2705134 (Products)	31-Dec-2011	31-Dec-2012	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
A A A	AUTOMOBILE LIABILITY ANY AUTO	CA4695515 (AOS)	31-Dec-2011	31-Dec-2012	COMBINED SINGLE LIMIT	USD	5,000,000	
		CA4695517 (MA)	31-Dec-2011	31-Dec-2012	BODILY INJURY (PER PERSON)			
		CA4695516 (VA)	31-Dec-2011	31-Dec-2012	BODILY INJURY (PER ACCIDENT)			
					PROPERTY DAMAGE			
D	EXCESS LIABILITY UMBRELLA FORM	XOOG2563527A	31-Dec-2011	31-Dec-2012	EACH OCCURRENCE	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	WC019736780 (AOS);	31-Dec-2011	31-Dec-2012	WORKERS COMP LIMITS	Statutory
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE INCLUDED	WC019736781 (CA)	31-Dec-2011	31-Dec-2012	EL EACH ACCIDENT	USD 2,000,000
C		WC019736784 (OR); WC019736783 (MA)	31-Dec-2011	31-Dec-2012	EL DISEASE - POLICY LIMIT	USD 2,000,000
C		WC019736782 (FL) WC019736785 (WI) (incl Stop Gap ND, WA, WY)			EL DISEASE - EACH EMPLOYEE	USD 2,000,000
A	EXCESS WORKERS' COMPENSATION	WC1192358 (OH)	31-Dec-2011	31-Dec-2012	WC STATUTORY LIMITS;	EL 1M/1M EXCESS OF 1M SIR

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

MEMORANDUM OF INSURANCE		DATE 18-May-2012
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PRODUCER Marsh USA Inc. ("Marsh")	INSURED Ecolab Inc. 370 North Wabasha Street St. Paul, Minnesota 55102 United States	
<p>ADDITIONAL INFORMATION</p> <p>The following entities are included as Named Insureds: Ecovation, Inc. Food Safety Specialists Inc., a subsidiary of Ecolab Inc. GCS Service, Inc., a subsidiary of Ecolab Inc. Kay Chemical Company, a subsidiary of Ecolab Inc. Microtek Medical Holdings, Inc. SSDC, a subsidiary of Ecolab Inc.</p>		

If required by contract or agreement, additional insured status is provided under the General Liability policy as respects the operations of Ecolab except for the negligence of the additional insured, its agents, assigns or employees.

Effective March 1, 2012, Nalco Company and its subsidiaries are included as Named Insureds, including but not limited to, the following:

Magmill Co. LLC

Nalco Cal Water LLC

Nalco Crossbow Water, LLC dba Crossbow Water and Crosslink Manufacturing

Nalco Environmental Solutions, LLC

Nalco Fab-Tech LLC

Nalco Industrial Outsourcing

Nalco Limited

Nalco Mobotec Inc.

Nalco One Source, LLC

Quantum Technical Services, LLC

ResKem General Water LLC

Res-Kem LLC

Tiorco, LLC

and the following divisions: Paper Chemicals, Energy Services and Environmental Hygiene Services.

With regard to umbrella liability, Nalco Company (above) and Nalco Holding Company and its subsidiaries are included as Named Insureds, including but not limited to, the following:

Nalco Australia Pt. Ltd.

Nalco Canaca Co.

Nalco de Mexico, S. de R.L. de C.V.

Nalco Espanola S.A.

Nalco France SAS

Nalco Mobotec Polska Sp. z.o.o.

Nalco New Zealand Ltd.

Nalco Osterreich Ges.m.b.H.

End of Additional Information

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

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