

81942

**Amendment to Agreement for
Annual Requirements for Custodial and Hard Goods - UNL Bid #9966**

This Amendment is hereby entered into on this 29 day of Dec, 2008, by and between **AmSan Nebraska Inc., Nogg Chemical and Paper, 6260 Abbott Drive, Omaha, NE 68110** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the Agreement C-08-0282, dated June 24, 2008, and E.O. 81337, dated July 2, 2008, (the "Agreement"), for **The Annual Requirements for Custodial Supplies/Hard Goods, UNL Bid Invitation # 9966**, of which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 15, 2008 thru October 12, 2008, with the option to renew on a yearly basis with mutual written agreement by both parties for additional one year terms not to exceed the term of the current UNL contract; and

WHEREAS, the parties wish to renew the agreement for the an additional one (1) year term beginning October 13, 2008 thru October 12, 2009; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-08-0282 and City EO #81337, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning October 13, 2008 thru October 12, 2009.
- 2) In addition to the above, the following is required by Ordinance No. 4.66.100(b): Contractor shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

FILED
C-08-0651
DEC 9 2008

Lancaster County Board of Commissioners Signatures

Official City Use Only

Executed this 9 day of December, 2008

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated this 29th day of Dec, 2008
 of Dec, 2008
[Signature]
 Chris Beutler, Mayor

LANG. COUNTY CLER

Supplier Information - Supplier Please Fill In The Following Information
Executed this 25 day of Nov, 2008

Company Name: (PLEASE PRINT)	AmSan
By: (PLEASE PRINT)	Rick Faber
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Regional President
Company Address: (PLEASE PRINT)	6260 Abbott Drive, Omaha, NE, 68110
Company Phone & Fax: (PLEASE PRINT)	(402) 453-6644 ~ (402) 453-5966
E-Mail Address: (PLEASE PRINT)	r.faber@amsan.com

NOTE: All Service Providers must include a copy of your updated Certificate of Liability Insurance.

Ventura
EYE
AA

8/8/2007

Rick Faber
AmSan Nebraska Inc., Nogg Chemical and Paper
6260 Abbott Drive
Omaha, Nebraska 68110

Reference: UNL Invitation to Bid # 9966

Dear Rick:

The purpose of this letter is to inform you the University of Nebraska-Lincoln desires to extend the above referenced contract with AmSan Nebraska Inc., Nogg Chemical and Paper for an additional one year period. The University of Nebraska-Lincoln expects all contracted products/pricing, terms, conditions, and all incorporated documents as set forth and referenced by the Letter of Agreement, dated/signed 10/12/04 to remain in effect through October 12, 2008.

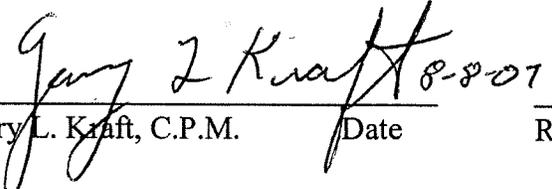
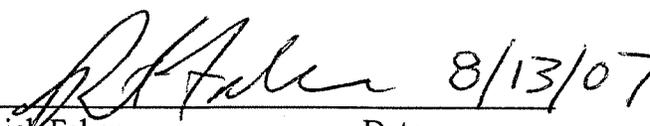
Please make all necessary arrangements to insure that your Certificate of Insurance and Performance Bond are current and will remain in effect throughout the extended contract period. Copies of these should be sent to my attention.

Your acceptance and concurrence with the above extension and stipulations will be evidenced by returning this letter, along with your signature, to this office.

Thanks for your continued interest in the University of Nebraska. If you have any questions, please contact me at 402-472-3609.

University of Nebraska-Lincoln

AmSan Nebraska Inc., Nogg Chemical and Paper

	
<u>Gary L. Kraft, C.P.M.</u>	<u>Rick Faber</u>
Date 8-8-07	Date 8/13/07

c: Bid File #9966

e-08-0282

FILED

JUN 18 2008

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN and LANCASTER COUNTY
NEBRASKA**

Custodial Supplies/Hard Goods

**UNL Contract Between the University of Nebraska and American Sanitary Inc. dba
AmSan Nebraska, Inc., Nogg Chemical and Paper, executed by the Board of
Regents of the University of Nebraska on October 12, 2004,
UNL Bid Invitation Number 9966**

Contractor:

**American Sanitary Inc. dba AmSan Nebraska, Inc.,
Nogg Chemical and Paper
6260 Abbott Drive
Omaha, NE 68110**

**CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper, 6260 Abbott Drive, Omaha, NE 68110 hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the University of Nebraska-Lincoln's (UNL) agreement resulting from UNL Invitation Number 9966, dated March 22, 2004, which was prepared in accordance with the University of Nebraska's usual and customary laws, procedures and policies, and have approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide and deliver custodial supplies and/or hard goods to/for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Agreement between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper and the University of Nebraska-Lincoln. Invitation Number 9966, executed by UNL on October 12, 2004, and the original proposal submitted by American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper to the University of Nebraska-Lincoln, dated April 21, 2004, UNL Invitation Number 9966 and non-core market response dated July 20, 2004; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said UNL agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the University of Nebraska, with only those exceptions stated herein; and

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Agreement between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper and the University of Nebraska-Lincoln, Invitation Number 9966, executed by UNL on October 12, 2004, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver custodial supplies and/or hard goods to/for the Owners' various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning July 1, 2008 through October 12, 2008.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current UNL contract.
 - 2.2 If renewal of the contract for the additional term is not desirable by either one of the

- parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
- 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be based on a cost plus markup as per the pricing/markup schedule provided in the Agreement between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper and the University of Nebraska-Lincoln, Invitation Number 9966, executed by UNL on October 12, 2004, and the original proposal submitted by American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper to the University of Nebraska-Lincoln, dated April 21, 2004, UNL Invitation Number 9966 and non-core market response dated July 20, 2004, a copy thereof being attached to and made a part of this Contract
- 3.1 Terms of payment shall be *net* thirty (30) days for all merchandise meeting Owners Specifications and approval. Each Owner location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the University of Nebraska shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the

instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing both the City of Lincoln and the Lancaster County, Nebraska.

8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. The Owners may terminate this Contract upon fourteen (14) days written notice to the Contractor for any reason without penalty to the Owners.
 - 8.2 Termination for Cause. The Owners may terminate the Contract if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver custodial supplies and/or hard goods.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.
9. The Contractor will be able to furnish special order items or "kindred" (custodial supplies and/or hard goods items) on an as-needed basis, using similar price structure to the contract items, to the Owners.
10. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper and the University of Nebraska-Lincoln, Invitation Number 9966, executed by UNL on October 12, 2004, and the original proposal submitted by American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper to the University of Nebraska-Lincoln, dated April 21, 2004, UNL Invitation Number 9966 and non-core market response dated July 20, 2004.
11. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for City Contracts" attached hereto and incorporated by this reference. The Owners (City of Lincoln and Lancaster County) shall be named as additional insured with regard to the performance of the contract services.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. UNL Invitation Number 9966
3. Agreement between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper and the University of Nebraska-Lincoln, Invitation Number 9966, executed by UNL on October 12, 2004.
4. The original proposal submitted by American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper to the University of Nebraska-Lincoln, dated April 21, 2004, UNL Invitation Number 9966 and non-core market response dated July 20, 2004
5. Amendment or Addendums to the agreement between American Sanitary, Inc., dba AmSan Nebraska, Inc., Nogg Chemical and Paper and the University of Nebraska-Lincoln, Invitation Number 9966
6. The Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jan E Rosky



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by Executive or No. _____

81337

dated _____

7/2/08

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

[Signature]

The Board of County Commissioners of
Lancaster County, Nebraska

Bob Schorr
Bob Workman
Regina Beebe
Randy Stevens
Stevens absent

Dated: _____

6/24/08

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

AmSan
Name of Corporation
6260 Abbot Drive
(Address) Oregon NE 68110
By: [Signature]
Duly Authorized Official
Regional President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)
By: _____
Member
By: _____
Member