

C - 14 - 0494

**Amendment to Contract for
Annual Supply to
Supply and Deliver Warewashing and Laundry Chemicals
State of Nebraska Contract 13023 OC
(Second Renewal)**

RECEIVED

SEP 19 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between **National Paper Co., Inc., dba National Everything Wholesale, 2511 S. 156th Circle, Omaha, NE 68130-2507** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of amending a Contract dated **January 15, 2013**, County Contract No. **C-13-0033**, (the "Contract"), for the **Annual Supply to Supply and Deliver Warewashing and Laundry Chemicals, State of Nebraska Contract 13023 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **January 15, 2013 through July 31, 2013** with the option to renew for one (1) year periods upon written mutual consent of both parties not to exceed the term of the current State of Nebraska Contract; and

WHEREAS, the Contract was amended by the County Board on July 16, 2013, Contract C-13-0328, to renew the Contract for an additional one (1) year term beginning **August 1, 2013 through July 31, 2014**; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **August 1, 2014 through July 31, 2015**; and

WHEREAS, the parties wish to amend the Contract to reflect a price increase of 1.5%, effective September 1, 2014, per the Product Detail Report listed as Attachment A, copy attached; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$56,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract No. C-13-0033, and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning August 1, 2014 through July 31, 2015.
- 2) The parties wish to amend the Contract to reflect a price increase of 1.5%, effective September 1, 2014, per the Product Detail Report listed as Attachment A, copy attached.
- 3) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$56,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 4) All other terms of the Contract, 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.

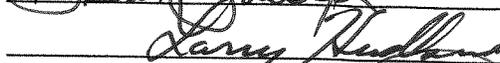
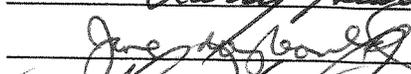
Lancaster County Board of Commissioners Signatures

Executed this 23 day of Sept, 2014

Approved as to form
this 23 day of Sept, 2014


Lancaster County Attorney




Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	
By: (Signature)	
By: (Please Print)	JERRY HOFFMANN
Title:	VP Bus. Development
Company Address:	2511 S. 156th Circle
Company Phone & Fax:	800-647-2737 fax 402-330-4109
E-Mail Address:	jerry.hoffmann@national-lw.com
Date:	9-11-2014
Contact Person and Phone Number for "Orders and Service"	Jessica Paul - 800-647-2737 x1

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 1 of 6	ORDER DATE 07/02/14
BUSINESS UNIT 9000	BUYER KAREN PETERSON (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO INC DBA NATIONAL EVERYTHING WHOLESALE 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

CONTRACT NUMBER
 13023 OC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2014 THROUGH JULY 31, 2015

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3673 OF

Contract to supply and deliver Warewashing and Laundry Chemicals to the State of Nebraska as per the attached specifications for the contract period August 1, 2014 through July 31, 2015. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States

Karen Peterson 7/1/14
 BUYER
[Signature] 7/1/14
 MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-8500
 Fax: (402) 471-2089

PAGE 2 of 6	ORDER DATE 07/02/14
BUSINESS UNIT 9000	BUYER KAREN PETERSON (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER
13023 OC**

using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Customer Service Contact: Aaron Daniels
 Phone: 402-980-0638
 Fax: 402-330-4109
 E-Mail: aaron.daniels@npaper.com

Vendor Contact: Jerry Hoffman
 Phone: 800-647-2737 X145
 Fax: 402-330-4109
 E-Mail: jerry.hoffman@npaper.com

This is the third renewal of the contract as amended (djo 07/02/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DETERGENT, POWDER, 4/9LB (II) SOLID POWER XL, 6100185	930.0000	CS	83.8500
2	SOLID DETERGENT, 6/6.75LB (II) APEX POWER, 17062	204.0000	CS	137.6800
3	HEAVY DUTY LIQUID DETERGENT	7.0000	CS	74.5900

KP 7/17
 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 8	ORDER DATE 07/02/14
BUSINESS UNIT 9000	BUYER KAREN PETERSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	4/1 GAL, SUPER TRUMP, 12740			
4	LOW TEMP DISH MACHINE WASH 5 GAL, ET ULTRA KLENE, 12716	46.0000	CS	83.0000
5	LOW TEMP DISH MACHINE RINSE 5 GAL, RINSE DRY, 10934	56.0000	CS	99.0000
6	LIQUID, RINSE ADDITIVE, 4/1GAL (III) RINSE DRY, 10942	5.0000	CS	81.5300
7	SOLID RINSE DISHMACHINE, ADDITIVE (III) 2/2.5LB, APEX rinse add, 16811	20.0000	CS	164.3900
8	RINSE ADD,CAPSULES,2/2.5LB (III) SOLID BRILLIANCE, 25395	192.0000	CS	160.3700
9	LIQUID RINSE ADDITIVE, 5 GAL (III) RINSE DRY, 10934	75.0000	CS	99.0000
10	RINSE ADDITIVE, 2/5 QT FAST DRYING RINSE, 6100118	23.0000	CS	176.4500
11	POT & PAN DETERGENT REGIRC SINK (IVA) 5 GAL, MONSOON, 13505	2.0000	CS	102.9600
12	POT & PAN WASHING DETER, SOLID (IVA) 4/8LB, SOLID METAL PRO, 10751	29.0000	CS	67.3400
13	POT WASHING DETERGENT, 4/1 GAL PANTASTIC, 12963	68.0000	CS	58.1000
14	MAX STRENGTH MANUAL POT WASH DETERGENT, 5 GAL, PANTASTIC 12971	100.0000	CS	69.0400
15	SANITIZER CONCENTRATE, 2.5 GAL (V) OASIS 146 MULTIQUAT, 17708	124.0000	CS	47.6000
16	POWDERED CHLORINE SANITIZER 50/1 OZ, TRIPLET PLUS, 17380	5.0000	CS	41.2500
17	LIME SOLVENT, 4/1 GAL (VI) LIME-A-WAY, 18700	168.0000	CS	35.9400

KP 7/17
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 4 of 6	ORDER DATE 07/02/14
BUSINESS UNIT 9000	BUYER KAREN PETERSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
18	MANUAL DETERGENT, CAPSULES, 4/5LB (VII) SOLITAIRE, 17301	369.0000	CS	96.8400
19	AUTO HOOD CLEANER/DEGREASER (VIII) 4/1 GAL, GREASE STRIP Plus 19505	20.0000	CS	54.7400
20	DEGREASER & CLEANER, 4/1 GAL (VIII), GREASE CUTTER PLUS 19513	22.0000	CS	34.9300
21	ALL PURPOSE CLEANER/DEGREASER (X) 2.5 GAL, OASIS 133 APC, 14175	75.0000	CS	52.4200
22	NEUTRAL CLEANER/DISINFECTANT ACONCENTRATE, (X), 2.5 GAL NEUTRAL DISINT CLEANER, 14542	14.0000	CS	94.4700
23	SANITIZER LOW TEMP, 4/1 GAL (X), ECOSAN, 13979	13.0000	CS	24.4600
24	SILVERWARE PRE-SOAK, 2/8LB (X) SOLID SILVER POWER, 12922	2.0000	CS	63.3600
26	LAUNDRY DETERGENT, 2.5 GAL TRI-STAR SURLITE, 10258	3.0000	EA	77.6400
27	CONCENTRATED LAUNDRY DETERGENT 5 GAL TRI-STAR SOLARBRITE 6100106	58.0000	EA	136.9800
28	CONCENTRATED LAUNDRY SOFTENER 5 GAL, TRI-STAR AQUA SOFT NP 12081	35.0000	EA	129.1700
29	CONCENTRATED LAUNDRY BLEACH 5 GAL, LAUNDRI DESTAINER, 15982	60.0000	EA	52.2300
30	FLOOR CLEANER & DEGREASER, 2.5 GAL OASIS 115 XP, 10625	66.0000	EA	63.6700
31	ALL PURPOSE CLEANER, CONCENTRATE 2.5 GAL, OASIS 100 Neutral, 14522	13.0000	EA	86.0800

KPT
 BUYER INITIALS

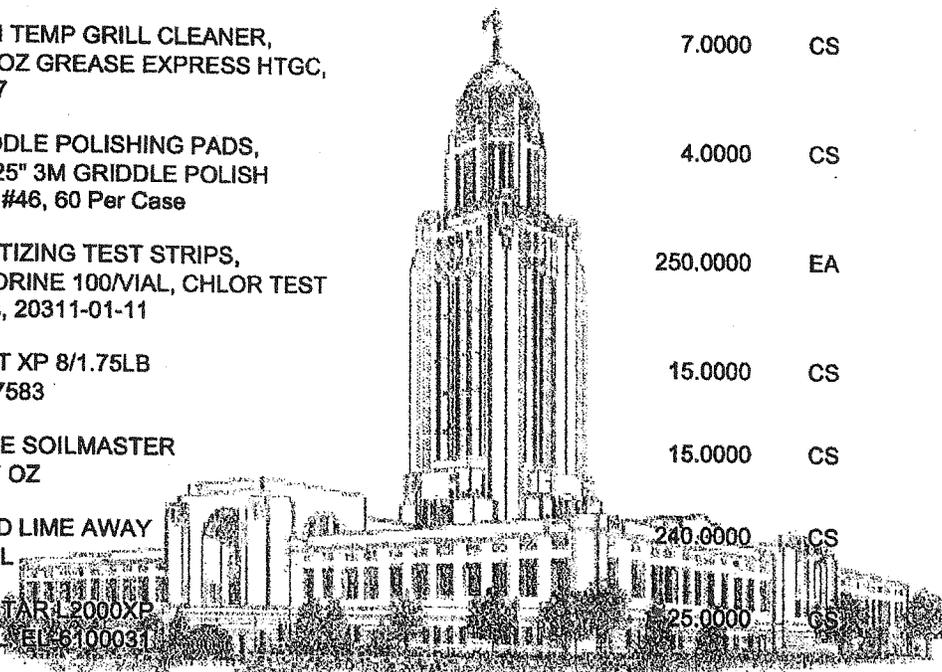
STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 5 of 6	ORDER DATE 07/02/14
BUSINESS UNIT 9000	BUYER KAREN PETERSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
32	GLASS CLEANER, CONCENTRATE 2.5 GAL, OASIS 255 SF, 11227	2.0000	EA	78.6600
33	ANTIBACTERIAL FOAM HAND SOAP 6/750 ML, DIGICLEAN AB FOAM 23672	8.0000	CS	81.7400
34	HIGH TEMP GRILL CLEANER, 6/32 OZ GREASE EXPRESS HTGC, 10127	7.0000	CS	55.0000
35	GRIDDLE POLISHING PADS, 4X5.25" 3M GRIDDLE POLISH Pads #46, 60 Per Case	4.0000	CS	46.1400
36	SANITIZING TEST STRIPS, CHLORINE 100/MIAL, CHLOR TEST Strips, 20311-01-11	250.0000	EA	5.4500
37	DIP-IT XP 8/1.75LB EL-17583	15.0000	CS	47.8300
38	GENIE SOILMASTER 150/7 OZ	15.0000	CS	46.4900
39	SOLID LIME AWAY 6/1.3 L	240.0000	CS	83.5200
40	TRI STAR 2000XP 5 GAL EL 6100031	25.0000	CS	100.8700
41	LAUNDRY BUILDER, 55 GAL E-MAX ALKALI, EL 600265	2.0000	DR	782.0500



KP 7/17
 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/material/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the invitation to bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's invitation to bid form. All bids must be typewritten or in ink on the State of Nebraska's invitation to bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to invitations to bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the invitation to bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the invitation to bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the invitation to bid. The State reserves the right to consider and accept such bids if, in the judgment of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the invitation to bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the invitation to bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the invitation to bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the invitation to bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the invitation to bid form explaining the reason in the space provided. Failure to respond to an invitation to bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/material/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this invitation to bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (f) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

Line	Product	Description	OLD Price	NEW Price	Increase
1	6100185	SOLID POWER XL 4-9LB	83.85	85.11	1.015
2	17062	APEX POWER 6-6.75LB	137.68	139.75	1.015
3	12740	SUPER TRUMP 4-1GL	74.59	75.71	1.015
4	12716	ET ULTRA KLENE 5GL	83.00	84.25	1.015
5	10934	RINSE DRY 5GL	99.00	100.49	1.015
6	10942	RINSE DRY 4-1GL	81.53	82.75	1.015
7	16811	APEX RINSE ADD 2-2.5LB	164.39	166.86	1.015
8	25395	SOLID BRILLIANCE 2-2.5LB	160.37	162.78	1.015
9	10934	RINSE DRY 5GL	99.00	100.49	1.015
10	6100118	FAST DRYING RINSE ADD 2-5QT	176.45	179.10	1.015
11	13505	MONSOON 5GL	102.96	104.50	1.015
12	10751	SOLID METAL PRO 4-8LB	67.34	68.35	1.015
13	12963	PANTASTIC 4-1GL	58.10	58.97	1.015
14	12971	PANTASTIC 5GL	69.04	70.08	1.015
15	17708	OASIS 146 MULTI QUAT2.5GL	47.60	48.31	1.015
16	17380	TRIPLET PLUS 50-10Z	41.25	41.87	1.015
17	18700	LIMEAWAY 4-1GL	35.94	36.48	1.015
18	17301	SOLITAIRE 4-5LB	96.84	98.29	1.015
19	19505	GREASESTRIP PLUS 4-1GL	54.74	55.56	1.015
20	19513	GREASECUTTER PLUS 4X1 GL	34.93	35.45	1.015
21	14175	OASIS 133 APC RFL 2.5GL	52.42	53.21	1.015
22	14542	NEUT DISINFECT CLNR 2.5GL	94.47	95.89	1.015
23	13979	ECO SAN 4-1GL	24.46	24.83	1.015
24	12922	SOLID SILVER POWER 2-8LB	63.36	64.31	1.015
26	6100267	SURLITE LAUNDRY DET 2.5GL	77.64	78.80	1.015
27	6100106	TS SOLAR BRITE 5GL	136.98	139.03	1.015
28	12081	TRI-STAR AQUA SFT NP5GL	129.17	131.11	1.015
29	15982	LAUNDRI DESTAINER 5GL	52.23	53.01	1.015
30	10625	OASIS 115 XP 2.5GL	63.67	64.62	1.015
31	14522	OAS 100 NEUT FLR CLN2.5GL	86.08	87.37	1.015
32	11227	OASIS 255 SF 2.5GL	78.66	79.84	1.015
33	23672	DIGICLEAN AB FOAM 6-750ML	81.74	82.97	1.015
34	10127	GREASE EXPRESS HTGC 6-32OZ	55.00	55.83	1.015
37	17583	DIP IT XP 8-1.75LB	47.83	48.55	1.015
38	12260	GENIE SOILMASTER RFL150-.70OZ	46.49	47.19	1.015
39	15905	SOLID LIME-A-WAY 6-1.33LB	83.52	84.77	1.015
40	6100031	TRI-STAR L2000 XP 5GL	100.87	102.38	1.015
41	6200265	E-MAX ALKALI - 55GL	782.05	793.78	1.015

C-13-0328

**Amendment to Agreement for
Annual Supply to
Supply and Deliver Warewashing and Laundry Chemicals
State of Nebraska Contract 13023 OC
(First Renewal)**

RECEIVED

JUL 11 2013

LANCASTER COUNTY

This Amendment is hereby entered into on this 16 day of July, 2013, by and between **National Paper Co., Inc., dba National Everything Wholesale, 2511 S. 156th Circle, Omaha, NE 68130-2507** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of amending an Agreement dated **January 15, 2013**, County Contract No. **C-13-0033**, (the "Agreement"), for the **Annual Supply to Supply and Deliver Warewashing and Laundry Chemicals, State of Nebraska Contract 13023 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 15, 2013 through July 31, 2013 with the option to renew for one (1) year periods upon written mutual consent of both parties not to exceed the term of the current State of Nebraska Contract; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning August 1, 2013 through July 31, 2014; and

WHEREAS, the parties wish to amend the agreement to reflect a **price increase** for the new term of the agreement as per Attachment A; and

WHEREAS, the parties wish to add additional line items listed in Attachment B; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$7,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-13-0033, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning August 1, 2013 through July 31, 2014.
- 2) The parties wish to amend the agreement to reflect a price increase for the new term of the agreement, as per Attachment A.
- 3) The parties wish to add additional line items listed in Attachment B.
- 4) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$7,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 5) 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.

Lancaster County Board of Commissioners Signatures

Executed this 16 day of July, 2013

Approved as to form
this 16 day of July, 2013

Julian Phras
Lancaster County Attorney

Bob Short
Bob Smoyer
Kerry Hedkins
John Ford
Gene Brumby

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	National Everything Wholesale
By: (PLEASE PRINT)	William J. DeJure
By: (PLEASE SIGN)	<u>William J. DeJure</u>
Title:	EVP
Company Address: (PLEASE PRINT)	2511 S. 156 th Circle Omaha NE 68130
Company Phone & Fax: (PLEASE PRINT)	402-330-5507 / 402-330-4109
E-Mail Address: (PLEASE PRINT)	ho@nationalew.com
Date: (PLEASE PRINT)	7/10/13

CONTRACT RENEWAL

June 18, 2013

Mr. Jerry Hoffman
National Paper Co Inc dba National Everything Wholesale
jerry.hoffman@npaper.com
2511 S 156 Cir
Omaha, NE 68130-2507

RE: Contract Number 13023 OC, Warewashing and Laundry Chemicals

Dear Mr. Hoffman:

The above named contract for providing Warewashing and Laundry Chemicals to the State of Nebraska, expires July 31, 2013.

It carries a provision for Renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. August 01, 2013 through July 31, 2014.

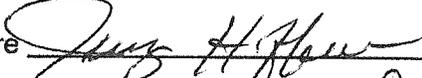
If this is agreeable with National Paper Co Inc dba National Everything Wholesale, please sign and return as soon as possible, keeping one (1) copy for your files.

Sincerely,


Julie Dabydeen, Buyer
State Purchasing Bureau

DATE 6-19-2013

National Paper Co Inc dba National Everything Wholesale is agreeable to the Renewal of 13023 OC for Warewashing and Laundry Chemicals August 01, 2013 through July 31, 2014.

Signature 
Title NP Business Development

Attachment A

Product Detail Model Level
Contract 18770, State of Nebraska

Line	Product	Description	OLD Price	NEW Price
1	6100185	SOLID POWER XL 4-9LB	81.80	83.85
2	17062	APEX POWER 6-6.75LB	134.32	137.68
3	12740	SUPER TRUMP 4-1GL	72.78	74.59
4	12716	ET ULTRA KLENE 5GL	80.98	83.00
5	10934	RINSE DRY 5GL	96.59	99.00
6	10942	RINSE DRY 4-1GL	79.54	81.53
7	16811	APEX RINSE ADD 2-2.5LB	160.38	164.39
8	25395	SOLID BRILLIANCE 2-2.5LB	156.46	160.37
9	10934	RINSE DRY 5GL	96.59	99.00
10	6100118	FAST DRYING RINSE ADD 2-5QT	172.15	176.45
11	13505	MONSOON 5GL	100.45	102.96
12	10751	SOLID METAL PRO 4-8LB	65.70	67.34
13	12963	PANTASTIC 4-1GL	56.68	58.10
14	12971	PANTASTIC 5GL	67.36	69.04
15	17708	OASIS 146 MULTI QUAT2.5GL	46.44	47.60
16	17380	TRIPLET PLUS 50-1OZ	40.24	41.25
17	18700	LIMEAWAY 4-1GL	35.06	35.94
18	17301	SOLITAIRE 4-5LB	94.48	96.84
19	19505	GREASESTRIP PLUS 4-1GL	53.40	54.74
20	19513	GREASECUTTER PLUS 4-1GL	34.08	34.93
21	14175	OASIS 133 APC RFL 2.5GL	51.14	52.42
22	14542	NEUT DISINFECT CLNR 2.5GL	92.17	94.47
23	13979	ECO SAN 4-1GL	23.86	24.46
24	12922	SOLID SILVER POWER 2-8LB	61.81	63.36
26	6100267 (102)	SURLITE LAUNDRY DET 2.5GL	75.75	77.64
27	6100106	TS SOLAR BRITE 5GL	133.64	136.98
28	12081	TRI-STAR AQUA SFT NP5GL	126.02	129.17
29	15982	LAUNDRI DESTAINER 5GL	50.96	52.23
30	10625	OASIS 115 XP 2.5GL	62.12	63.67
31	14522	OAS 100 NEUT FLR CLN2.5GL	83.98	86.08
32	11227	OASIS 255 SF 2.5GL	76.74	78.66
33	23672	DIGICLEAN AB FOAM 6-750ML	79.75	81.74
34	10127	GREASE EXPRESS HTGC 6-32OZ	53.66	55.00
37	17583	DIP IT XP 8-1.75LB	46.66	47.83
38	12260	GENIE SOILMASTER RFL150-.70OZ	45.36	46.49
39	15905	SOLID LIME-A-WAY 6-1.33LB	81.49	83.52
40	6100031	TRI-STAR L2000 XP 5GL	98.41	100.87
41	6200265	E-MAX ALKALI - 55GL	763.00	782.05

CONFIDENTIAL ECOLAB INFORMATION Copyright © Ecolab, Inc. 2013. All rights reserved. Run Date: 6/24/2013



Where Unsung Heroes Make It Happen™



A Veteran & Family
Company
Since 1979

July 8, 2013

Mr. Robert Walla
Assistant Purchasing Agent CPPB
City of Lincoln/Lancaster County
440 So 8th St., Suite 200
Lincoln, NE 68508

Subject: Additional items for use at the Lancaster County Corrections to be added to the State of NE ware wash and laundry contract.

	Current Price	8-1-2013
EL-14558 Oasis 134 Power Force 2.5 Gallon	\$127.19	\$130.37
EL-14914 66HD Heavy Duty Alkaline Bath Cleaner	\$107.88	\$110.58
EL-6100302 Peroxide Multi Surface Cleaner 2.5 Gallon	\$99.89	\$102.39
EL-17905 Solid Surge Plus 4-9" (for home style laundry)	\$156.19	\$160.09
EL-14886 Antibacterial Soap 4-1 Gallon	\$68.27	\$69.98
EL-6100141 Oasis Morning Breeze Freshener	\$106.95	\$109.62

Please let me know if you have any further questions.

Sincerely,

Jerry Hoffman

RECEIVED
C-13-0033
JAN 10 2012

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

**Annual Supply
to
Supply and Deliver Warewashing and Laundry Chemicals
State of Nebraska Contract Number 13023 OC**

**Contractor:
National Paper Co., Inc.
dba National Everything Wholesale
2511 S 156 Circle
Omaha, NE 68130-2507**

LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between **National Paper Co., Inc., dba National Everything Wholesale, 2511 S. 156 Circle, Omaha, NE 68130-2507** hereinafter called Contractor, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owner.

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 Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and **National Everything Wholesale, Contract Number 13023 OC**, dated July 9, 2012, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver to National Everything Wholesale for the Owner's various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 13023 OC, dated July 9, 2012; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the **State of Nebraska Contract Number 13023 OC**, dated July 9, 2012 for **National Everything Wholesale**, with only those exceptions stated herein; and

WHEREAS, the State 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 **State of Nebraska, Contract 13023 OC**; dated July 9, 2012, 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 Owner 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 **Warewashing and Laundry Chemicals** for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for the period beginning upon contract execution thru July 31, 2013.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed for a **one (1) year term** with mutual written agreement by both parties not to exceed the term of the current State of Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to **State of Nebraska Contract Number 13023 OC, dated July 9, 2012.**

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owner.
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 Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner 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 Owner (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. Termination. This Contract may be terminated by the following:
- 7.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 7.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
- 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver National Everything Wholesale.
- 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 7.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. 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 the State of Nebraska and

National Everything Wholesale, Contract Number 13023 OC, dated July 9, 2012.

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

1. Contract Agreement.
2. State of Nebraska, Contract Number 13023 OC, dated July 9, 2012.
3. Lancaster County Insurance Requirements.

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 Owner 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 Owner do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Bryan Bohrens
Deputy County Attorney
For GARY E. LACEY De Kelly
Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska

James [Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated: 11/15/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

William Ochser (SEAL)
Secretary

National Paper Co., Inc.
Name of Corporation

2511 S. 156th Circle, Omaha, NE 68130
(Address)

By: [Signature]
Duly Authorized Official

Executive Vice President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

CONTRACT NUMBER
13023 OC

PAGE 1 of 6	ORDER DATE 08/01/12
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

AUGUST 01, 2012 THROUGH JULY 31, 2013

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHERS SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3673 OF

Contract to supply and deliver Warewashing and Laundry Chemicals as per the attached specifications, terms and conditions for a period of one (1) year beginning August 01, 2012 through July 31, 2013. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

Robert Thompson
 BUYER
[Signature]
 MATERIEL ADMINISTRATOR
 8/1/12
 RK 8/6/12

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 of 6	ORDER DATE 05/23/12
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Jerry Hoffman
 Phone: 800-647-2737 x145
 Fax: 402-330-4109
 E-Mail: jerry.hoffman@npaper.com

Customer Service Contact: Aaron Daniels
 Phone: 402-980-0638
 Fax: 402-330-4109
 E-Mail: aaron.daniels@npaper.com

THIS IS THE FIRST RENEWAL of the contract and is inclusive of AMENDMENTS ONE (1) AND TWO (2).

AMENDMENT THREE (3), (08/1/12 jh)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DETERGENT, POWDER, 4/9# (II) SOLID POWER XL, 6100185	719.0000	CS	81.8000
2	SOLID DETERGENT, 6/6.75# (II) APEX POWER, 17062	1.0000	CS	134.3200
3	HEAVY DUTY LIQUID DETERGENT 4/1 GAL, SUPER TRUMP, 12740	2.0000	CS	72.7800
4	LOW TEMP DISH MACHINE WASH 5 GAL, ET ULTRA KLENE, 12716	32.0000	CS	80.9800
5	LOW TEMP DISH MACHINE RINSE 5 GAL, RINSE DRY, 10934	40.0000	CS	96.5900


 BUYER INITIALS
 R43500\NISM0001 100506

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 3 of 6	ORDER DATE 08/01/12
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
6	LIQUID, RINSE ADDITIVE, 4/1 GAL (III) RINSE DRY, 10942	5.0000	CS	79.5400
7	SOLID RINSE DISHMACHINE, ADDITIVE (III) 2/2.5#, APEX rinse add, 16811	18.0000	CS	160.3800
8	RINSE ADDITIVE, CAPSULES, 2/2.5# (III) SOLID BRILLIANCE, 25395	127.0000	CS	156.4600
9	LIQUID RINSE ADDITIVE, 5 GAL (III) RINSE DRY, 10934	66.0000	CS	96.5900
10	RINSE ADDITIVE, 2/5 QT FAST DRYING RINSE, 6100118	23.0000	CS	172.1500
11	POT & PAN DETERGENT RECIRC SINK (IVA) 5 GAL, MONSOON, 13505	2.0000	CS	100.4500
12	POT & PAN WASHING DETER, SOLID (IVA) 4/8#, SOLID METAL PRO, 10751	22.0000	CS	65.7000
13	POT WASHING DETERGENT, 4/1 GAL PANTASTIC, 12963	45.0000	CS	56.6800
14	MAX STRENGTH MANUAL POT WASH DETERGENT, 5 GAL, PANTASTIC 12971	80.0000	CS	67.3600
15	SANITIZER CONCENTRATE, 2.5 GAL (V) OASIS 146 MULTIQUAT, 17708	88.0000	CS	46.4400
16	POWDERED CHLORINE SANITIZER 50/1 OZ, TRIPLET PLUS, 17380	4.0000	CS	40.2400
17	LIME SOLVENT, 4/1 GAL (VI) LIME-A-WAY, 18700	106.0000	CS	35.0600
18	MANUAL DETERGENT, CAPSULES, 4/5# (VII) SOLITAIRE, 17301	17.0000	CS	94.4800
19	AUTO HOOD CLEANER/DEGREASER (VIII) 4/1 GAL, GREASE STRIP Plus 19505	20.0000	CS	53.4000


 BUYER INITIALS
R43500/NISM0001 100506

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 4 of 6	ORDER DATE 08/01/12
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
20	DEGREASER & CLEANER, 4/1 GAL (VIII), GREASE CUTTER PLUS 19513	16.0000	CS	34.0800
21	ALL PURPOSE CLEANER/DEGREASER (X) 2.5 GAL, OASIS 133 APC, 14175	63.0000	CS	51.1400
22	NEUTRAL CLEANER/DISINFECTANT ACONCENTRATE, (X), 2.5 GAL NEUTRAL DISINT CLEANER, 14542	11.0000	CS	92.1700
23	SANITIZER LOW TEMP, 4/1 GAL (X), ECOSAN, 13979	11.0000	CS	23.8600
24	SILVERWARE PRE-SOAK, 2/8# (X) SOLID SILVER POWER, 12922	2.0000	CS	61.8100
25	LAUNDRY BUILDER, 55 GAL TURBO CHARGE II NP, 74207	2.0000	DR	480.3300
26	LAUNDRY DETERGENT, 2.5 GAL TRI-STAR SURLITE, 10258	3.0000	EA	75.7500
27	CONCENTRATED LAUNDRY DETERGENT 5 GAL, TRI-STAR SOLARBRITE 6100106	42.0000	EA	133.6400
28	CONCENTRATED LAUNDRY SOFTENER 5 GAL, TRI-STAR AQUA SOFT NP 12081	20.0000	EA	126.0200
29	CONCENTRATED LAUNDRY BLEACH 5 GAL, LAUNDRI DESTAINER, 15982	23.0000	EA	50.9600
30	FLOOR CLEANER & DEGREASER, 2.5 GAL OASIS 115 XP, 10625	54.0000	EA	62.1200
31	ALL PURPOSE CLEANER, CONCENTRATE 2.5 GAL, OASIS 100 Neutral, 14522	10.0000	EA	83.9800
32	GLASS CLEANER, CONCENTRATE 2.5 GAL, OASIS 255 SF, 11227	2.0000	EA	76.7400
33	ANTIBACTERIAL FOAM HAND SOAP	3.0000	CS	79.7500


 BUYER INITIALS
R43500JINISM0001 100506

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE 5 of 6	ORDER DATE 08/01/12
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500554	

CONTRACT NUMBER
13023 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	6/750 ML, DIGICLEAN AB FOAM 23672			
34	HIGH TEMP GRILL CLEANER, 6/32 OZ GREASE EXPRESS HTGC, 10127	4.0000	CS	53.6600
35	GRIDDLE POLISHING PADS, 4X5.25" 3M GRIDDLE POLISH Pads #46, 60 Per Case	1.0000	CS	46.1400
36	SANITIZING TEST STRIPS, CHLORINE 100/VIAL, CHLOR TEST Strips, 20311-01-11	250.0000	EA	5.4500
37	DIP-IT XP 8/1.75# EL-17583	15.0000	CS	46.6600
38	GENIE SOILMASTER 150/7 OZ	15.0000	CS	45.3600
39	SOLID LIME AWAY 6/1.3 L	9.0000	CS	81.4900
40	TRI STAR L2000XP 5 GAL. #EL-6100031	25.0000	CS	98.4100


BUYER INITIALS
R43500N/SM0001 103506

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>
Revised: 02/2004