

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR PARTS WASHER SERVICES/RECYCLING SOLVENT
BID NO. 11-021
PRICE INCREASE

APR 09 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 1ST day of April, 2014, by and between Safety-Kleen Systems, Inc., 13915 A Plaza, Omaha, NE 68144 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of a price increase for Contract C-11-0129, dated March 15, 2011, and D.O. 05367, dated March 2, 2011, (the "Contract"), for The Annual Requirements for Parts Washer Services/Recycling Solvent, Bid No. 11-021, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 15, 2011 through March 14, 2012, with the option to renew for **three (3)** additional one (1) year periods; and

WHEREAS, the Agreement was amended by the City D.O. 07037 on February 2, 2012, and by the County Contract C-12-0083, executed by the County Board on February 14, 2012, to renew the agreement for an additional one (1) year period from March 15, 2012 thru March 14, 2013; and

WHEREAS, the Agreement was amended by the City D.O. 08710 on February 5, 2013, and by the County Contract C-13-0070, executed by the County Board on February 12, 2013, to renew the agreement for an additional one (1) year period from March 15, 2013 thru March 14, 2014; and

WHEREAS, the Agreement was amended by the City D.O. 10705 on February 19, 2014, and by the County Contract C-14-0108, executed by the County Board on March 4, 2014, to renew the agreement for an additional one (1) year period from March 15, 2014 thru March 14, 2015; and

WHEREAS, the Parties wish to amend the agreement for a price increase, per Attachment A; and
and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this increase shall not exceed \$1,000.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this increase shall not exceed \$17,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0129 and City D.O. 05367, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Parties wish to amend the agreement for a price increase, per Attachment A.
- 2) The estimated expenditures for Lancaster County Departments for the term of this increase shall not exceed \$1,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this increase shall not exceed \$17,000.00 without prior approval by the City of Lincoln.
- 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.

The Board of County Commissioners of Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 15 day of April, 2014

Executed this 15 day of April, 2014

[Handwritten signatures of Board of County Commissioners]

[Handwritten signature]
[Handwritten signature]
Lancaster County Attorney

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	SAFETY KLEEN SYSTEMS INC.
By: (Please Sign)	<u>David Winters</u>
By: (Please Print)	DAVID WINTERS
Title: (Please Print)	GENERAL MANAGER
Company Address: (Please Print)	13915 A PI OMAHA NE 68144
Company Phone & Fax: (Please Print)	402-333-6321 402-333-8649
E-Mail Address: (Please Print)	DAVID.WINTERS@SAFETY-KLEEN.COM
Date: (Please Print)	3-12-2014
Contact Person For: "Orders or Service" (Please Print)	JEFF ETTER
Phone Number: (Please Print)	402-333-6321



City of Lincoln
901 W Bond St

Attn: Bill Dutton

Lincoln, NE 68521

Dear Valued Customer:

Safety-Kleen is committed to setting the standard for responsible cleaning and environmental solutions. We consistently look for ways to provide our customers with the highest-quality products and services for environmental liability protection and sustainability.

As part of that effort, we recently reviewed our pricing structure in relation to a number of changes in the industry and concluded that a marginal price increase is necessary in order to maintain the same level of quality. Your revised price will be reflected in your next billing statement.

Safety-Kleen supports more than 270,000 businesses across North America by recycling their used oil and industrial waste, and delivering a comprehensive array of environmentally friendly products and services. This size and scope provides economies of scale and efficiencies that help us keep our prices as some of the lowest in the industry. Rest assured that we will continue to look for ways to maintain our industry leading position with respect to price, quality of service, liability protection, and focus on sustainable solutions.

We appreciate your business and are confident that our services will continue to provide an excellent value to you and your organization.

Respectfully yours,

A handwritten signature in black ink, appearing to read "David Winters", is written over the "Respectfully yours," text.

Safety-Kleen Systems, Inc.

David Winters
Omaha Nebraska

13915 A Plaza

402-333-6321



Safety-Kleen Systems, Inc.
13915 A Plaza
Omaha, NE, 68144

February 26, 2014

Shelly Hinze
City Of Lincoln
901 W Bond St,
Lincoln, NE 68521-3667

Dear Shelly Hinze:

The following services are currently set up at the above noted City of Lincoln location in accordance with the parts washer services agreement. The listed machines are outside the scope of the written contract, but fall along the same pricing schedule, and are reflected on the account as follows:

Description	Price Per Service	Service Frequency In Weeks	Qty
MDL 34 WITH PRM SOLVENT (34150)	394.91	18	1
MDL 44 W/PRM SOLVENT (44150)	311.88	6	1

Both units have been in place as of December 4, 2013.

Thank you,

Traci Harder
Market Sales Specialist
Safety-Kleen Systems Inc.



Line Items

#	Qty	UOM	Description	Response
1	1	EA	Leased 5 Gallon Brake Cleaner - Aqueous Standard Service Time of 16 Weeks	\$108.00 \$ 113.40
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 26720				
2	1	EA	Leased 5 Gallon Parts Washer - Solvent Standard Service Time of 12 Weeks	\$78.40 \$ 84.69
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 14150				
3	1	EA	Customer Owned 10 Gallon Parts Washer Service - Solvent Standard Service Time of 12 Weeks	\$114.40
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 51150				
4	1	EA	Leased 16 Gallon Parts Washer Service - Solvent Standard Service Time of 12 Weeks	\$198.40 \$ 132.19
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 16150				
5	1	EA	Customer Owned 20 Gallon Parts Washer Service - Solvent Standard Service Time of 12 Weeks	\$172.20 \$ 158.99
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 52150				
6	1	EA	Customer Owned 40 Gallon Parts Washer Service - Solvent Standard Service Time of 6 Weeks	\$212.80 \$ 229.85
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 54150				

7 1 EA Leased Immersion Cleaner Solvent
 Standard Service Time of 12 Weeks ~~\$129.60~~

\$139.98

Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: Part# 11100

8 1 EA Leased 1111 Combo Gun Cleaner Service with HD Recycle
 Standard Service Time of 8 Weeks ~~\$280.80~~

\$303.27

Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: Part# 87000

9 16 EA Leased LG Self-Recycling Parts Washer
 Standard Service Time of 12 Weeks \$174.30

Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.
These are parts washers that are leased/rented.

Supplier Notes: Part# 250150

10 1 EA Waste Service for Medical Waste Amalgams
 Standard Service Time As Needed \$168.00

Item Notes: Price per Service/Product(Dental)
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: 1 gal service

11 1 EA Waste Service 55 Gallon Drum for used oil filters
 Standard Service Time As Need \$25.00

Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: 55 gallon drums

12 1 EA Waste Service for Lead Foil Kit(s)
 Service as Needed \$68.00

Item Notes: Price per Service/Product(Dental)
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: 1 gal service

13	1	EA	Leased Model 16 (Parts Washer) with 105 Recycled Solvent Standard Service Time of 12 Weeks	\$182.40 \$132.19
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: with 150 Premium solvent				

14	1	EA	Leased Model 14 with Stand and 105 Recycled Solvent Standard Service Time of 12 Weeks	\$78.40 \$84.69
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: with 150 Premium solvent				

15	1	EA	Customer Owned Model 54 with PRM Solvent Standard Service Time of 18 Weeks	\$218.80 \$229.85
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 54150				

16	1	Gallon	Used Oil Pick-up	\$0.75
Item Notes: Price per gallon 				
Supplier Notes: .75 per gallon credit on account or actual check can be issued				

17	1	EA	Service Call As Needed	No Bid
Item Notes:				
Supplier Notes:				

18	1	EA	Fee, Fuel Surcharge	\$12.26 \$16.12
Item Notes: Priced per service				
Supplier Notes: Current Fuel surcharge is \$12.26 varies with price of fuel each calendar month.				

Response Total:	\$4,662.01
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file



COPY

00 10705

C-14-0108

RECEIVED

AMENDMENT TO AGREEMENT
 CITY OF LINCOLN/LANCASTER COUNTY
 ANNUAL REQUIREMENTS FOR PARTS WASHER SERVICES/RECYCLING SOLVENT FEBRUARY 2014
 BID NO. 11-021
 THIRD RENEWAL LANCASTER COUNTY CLERK

This Amendment is hereby entered into on this 1st day of February, 2014, by and between Safety-Kleen Systems, Inc., 13915 A Plaza, Omaha, NE 68144 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-11-0129, dated March 15, 2011, and D.O. 05367, dated March 2, 2011, (the "Contract"), for The Annual Requirements for Parts Washer Services/Recycling Solvent, Bid No. 11-021, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 15, 2011 through March 14, 2012, with the option to renew for **three (3)** additional one (1) year periods; and

WHEREAS, the Agreement was amended by the City D.O. 07037 on February 2, 2012, and by the County Contract C-12-0083, executed by the County Board on February 14, 2012, to renew the agreement for an additional one (1) year period from March 15, 2012 thru March 14, 2013; and

WHEREAS, the Agreement was amended by the City D.O. 08710 on February 5, 2013, and by the County Contract C-13-0070, executed by the County Board on February 12, 2013, to renew the agreement for an additional one (1) year period from March 15, 2013 thru March 14, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 15, 2014 thru March 14, 2015 and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$300.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$11,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0129 and City D.O. 05367, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning March 15, 2014 through March 14, 2015; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$300.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$11,000.00 without prior approval by the City of Lincoln.
- 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 4 day of March, 2014

Executed this 19th day of February, 2014

[Signature]
[Signature]
[Signature]
[Signature]
 Raybould Absent

[Signature]
[Signature]
 Lancaster County Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	SAFETY - KLEEN
By: (Name & Title)	(Please Print) DAVID WINTERS GENERAL MANAGER
By: (Name & Title)	(Please Sign) <u>[Signature]</u> GENERAL MANAGER
Company Address:	13915 A PL OMAHA NE 68144
Company Phone & Fax:	402-333-6321 402-333-8649
Date:	Dated this <u>30</u> day of <u>JAN</u> , 2014

0.7037
c-12-0083
FEB 07 2012

**City/County Amendment to Contract for
Annual Requirements for Parts Washer Services/Recycling Solvent, Bid No. 11-021
(First Renewal)**

This Amendment is hereby entered into on this _____ day of _____, 2012, by and between **Safety-Kleen Systems, Inc., 13915 A Plaza, Omaha, NE** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-11-0129**, dated **March 15, 2011**, and **D.O. 05367**, dated **March 15, 2011**, (the "Contract"), for **The Annual Requirements for Parts Washer Services/Recycling Solvent, Bid No. 11-021**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **March 15, 2011 thru March 14, 2012**, with the option to renew for **three (3) additional one (1) year periods**; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **March 15, 2012, thru March 14, 2013** and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-11-0129** and **City D.O. 05367**, and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for the first additional one (1) year term beginning **March 15, 2012 thru March 14, 2013**.
- 2) 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 14 day of February, 2012

Executed this 2nd day of Feb, 2012

Jane Kufner

Bernesteen

John Schorn

Henry Kudlinski

Bob Dwyer

Miki Esposito
Miki Esposito, Director
Public Works & Utilities

Bullary Johnson
Lancaster County Attorney
for

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	<i>SAFETY-KLEEN SYSTEMS, INC</i>
By: (Name & Title)	(Please Print) <i>EDWARD D. NEIL / GENERAL MGR</i>
By: (Name & Title)	(Please Sign) <i>Edward D. Neil / GENERAL MGR</i>
Company Address:	<i>13915 A PLAZA OMAHA, NE 68144</i>
Company Phone & Fax:	<i>402 333-6321 / 402 333-8649</i>
Date:	Dated this <u>16th</u> day of <u>JANUARY</u> , 2012

**Amendment to Agreement for
Annual Requirements for Parts Washer
Services/Recycling Solvent, Bid No. 11-021
City of Lincoln & Lancaster County**

C-11-0171
RECEIVED

MAR 31 2011

LANCASTER COUNTY
CLEBK

This Amendment is hereby entered into on this 25 day of April, 2011, by and between Safety-Kleen Systems, Inc., 13915 A Plaza, Omaha, NE 68144 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Agreement C-11-0129, dated March 15, 2011, and Directorial Order 05367, dated March 15, 2011, (the "Agreement"), for Annual Requirements for Parts Washer Services/Recycling Solvent, Bid No. 11-021, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to Amend the Agreement to exclude Line Items No. 11 and 16 of the Supplier Response; and

WHEREAS, the parties agree that the Lincoln-Lancaster County Public Building Commission is not a part of this contract; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0129 and City Directorial Order No. 05367, and stated herein the parties agree as follows:

- 1) The parties agree to exclude Line Items No. 11 and 16 of the Suppliers Response.
- 2) The parties agree that the Lincoln-Lancaster County Public Building Commission is not a part of this contract.
- 3) 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 5 day of April, 2011

Jane Ruppel
Bernice
Lebacher
Janey Budhis
Boyer

City of Lincoln

Executed this 25 day of April, 2011

Director

Approved by Directorial Order No. 05604

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

Company Name: (PLEASE PRINT)	SAFETY-KLEEN SYSTEMS, INC.
By: (PLEASE PRINT)	EDDIE NEIL
By: (PLEASE SIGN)	Eddie Neil
Title:	GENERAL MANAGER
Company Address: (PLEASE PRINT)	13915 A PLAZA OMAHA, NE 68144
Company Phone & Fax: (PLEASE PRINT)	402 333-6321 402 333-8649 F
E-Mail Address: (PLEASE PRINT)	EDDIE.NEIL@SAFETY-KLEEN.COM

11020070

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
Parts Washer Services/Recycling Solvent
Bid No. 11-021**

**Safety-Kleen Systems, Inc.
13915 A Plaza
Omaha, NE 68144
402-333-6321**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **Safety-Kleen Systems, Inc., 13915 A Plaza, Omaha, NE 68144**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Parts Washer Services/Recycling Solvent,**
Bid No. 11-021 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, 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 Contractor's Proposal/Supplier Responses, 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 have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

Contract to also include the following pricing:

5-gal closed head/low silver sol'n	\$263.00 each
5-gal parts washer solvent	\$81.60 (12 week schedule)

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. 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.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners 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.
6. 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 Owners' 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.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with three (3) additional one (1) year terms upon approval from both parties.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Special Provisions, if applicable
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

Joan E. Ross



CITY OF LINCOLN, NEBRASKA

Finance Director

Donald G. Berg

Approved by Directorial Order

05867

dated MAR - 2 2011

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Lancaster County Attorney

Brittany Bohrens

for

The Board of County Commissioners of
Lancaster, Nebraska

Joe W. ...
Benny ...
John ...
Henry ...
Bob ...

dated

3/15/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Safety-Kleen Systems, Inc
Name of Organization

Type of Organization

13915 A Plaza, Omaha, NE
(Address) 68144

By: _____
Member

By: Eddie Neil
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact
Phone	(402) 441-7410	Department	Purchasing	Department
Fax	(402) 441-6513	Building		Building
Bid Number	11-021	Floor/Room		Floor/Room
Title	Parts Washer Services/Recycling Solvent	Telephone	(402) 441-7428	Telephone
Bid Type	Bid	Fax	(402) 441-6513	Fax
Issue Date	01/26/2011	Email	smulder@lincoln.ne.gov	Email
Close Date	2/9/2011 12:00:00 PM CST			
Need by Date				

Supplier Information

Company	Safety-Kleen Sysyems, Inc.
Address	13915 A Plaza
	Omaha, NE 68144
Contact	Eddie Neil
Department	
Building	
Floor/Room	
Telephone	402 (333) 6321
Fax	402 (333) 8649
Email	eddie.neil@safety-kleen.com
Submitted	2/8/2011 2:49:05 PM CST
Total	\$4,662.01

Signature _____

Supplier Notes

All solvent quoted is Safety-Kleen 150 Premium Solvent with the exception of the Gun Cleaner solvent which is Safety-Kleen Heavy Duty Lacquer thinner and the Brake washer unit which is Aqueous solution.

Bid Notes

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes

2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Contact	Name of person submitting this bid:	Eddie Neil
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
7	Term Contract Provisions	I acknowledge reading and understanding the Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract will be a (1) one year term from the date of the executed contract, with three (3) additional one (1) year period options. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a. Yes b. No c. Firm for 1 year
9	Specifications	I acknowledge reading and understanding the specifications.	Yes
10	Maintenance Schedule	Vendor shall provide us a copy of their maintenance schedule for the machines and services. YES or NO	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Leased 5 Gallon Brake Cleaner - Aqueous Standard Service Time of 16 Weeks	\$100.00
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 26720				
2	1	EA	Leased 5 Gallon Parts Washer - Solvent Standard Service Time of 12 Weeks	\$78.40
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 14150				
3	1	EA	Customer Owned 10 Gallon Parts Washer Service - Solvent Standard Service Time of 12 Weeks	\$114.40
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 51150				
4	1	EA	Leased 16 Gallon Parts Washer Service - Solvent Standard Service Time of 12 Weeks	\$122.40
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 16150				
5	1	EA	Customer Owned 20 Gallon Parts Washer Service - Solvent Standard Service Time of 12 Weeks	\$147.20
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 52150				
6	1	EA	Customer Owned 40 Gallon Parts Washer Service - Solvent Standard Service Time of 6 Weeks	\$212.80
Item Notes: Price per Service/Product Please attach your product information/specifications in the response attachment section of the bid. Please include manufacture and part number.				
Supplier Notes: Part# 54150				

7	1	EA	Leased Immersion Cleaner Solvent Standard Service Time of 12 Weeks	\$129.60
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: Part# 11100

8	1	EA	Leased 1111 Combo Gun Cleaner Service with HD Recycle Standard Service Time of 8 Weeks	\$280.80
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: Part# 87000

9	16	EA	Leased LG Self-Recycling Parts Washer Standard Service Time of 12 Weeks	\$174.30
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.
These are parts washers that are leased/rented.

Supplier Notes: Part# 250150

10	1	EA	Waste Service for Medical Waste Amalgams Standard Service Time As Needed	\$168.00
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Item Notes: Price per Service/Product(Dental)
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: 1 gal service

11	1	EA	Waste Service 55 Gallon Drum for used oil filters Standard Service Time As Need	\$25.00
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: 55 gallon drums

12	1	EA	Waste Service for Lead Foil Kit(s) Service as Needed	\$68.00
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Item Notes: Price per Service/Product(Dental)
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: 1 gal service

13	1	EA	Leased Model 16 (Parts Washer) with 105 Recycled Solvent Standard Service Time of 12 Weeks	\$122.40
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: with 150 Premium solvent

14	1	EA	Leased Model 14 with Stand and 105 Recycled Solvent Standard Service Time of 12 Weeks	\$78.40
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: with 150 Premium solvent

15	1	EA	Customer Owned Model 54 with PRM Solvent Standard Service Time of 18 Weeks	\$212.80
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Item Notes: Price per Service/Product
Please attach your product information/specifications in the response attachment section of the bid.
Please include manufacture and part number.

Supplier Notes: Part# 54150

16	1	Gallon	Used Oil Pick-up	\$0.75
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Item Notes: Price per gallon

Supplier Notes: .75 per gallon credit on account or actual check can be issued

17	1	EA	Service Call As Needed	No Bid
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Item Notes:

Supplier Notes:

18	1	EA	Fee, Fuel Surcharge	\$12.26
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Item Notes: Priced per service

Supplier Notes: Current Fuel surcharge is \$12.26 varies with price of fuel each calendar month.

Response Total: \$4,662.01

**SPECIFICATIONS
FOR
PARTS WASHER SERVICES/RECYCLING SOLVENT
BID NO. 11-021**

1. SCOPE OF WORK

- 1.1 The intent of this specification is to describe basic requirements for parts washer services / recycling solvents for different departments within the City of Lincoln and Lancaster County.
- 1.2 The Vendor shall provide year round specific cleaning services for the specified equipment listed on bid.
- 1.3 The solvents shall be compatible with parts washers and of premium grade.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.5.1 These inquires and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

2. CURRENT EQUIPMENT AND DEPARTMENTS

- 2.1 Pioneers Golf Course - Safety Kleen Model E-110
- 2.2 Mahoney Golf Course- Nesco Cleaner Model NE 360
- 2.3 City Police Garage- Safety Kleen Model 250
- 2.4 Lincoln Parks & Rec- Safety Kleen Model 16G w/ 105 Solvent
- 2.5 County Shop- Zep Model 906201 (5 of these)
 - 2.5.1 Zep Model 964101
- 2.6 Health Dept. 5 Gal. Closed Head/Low Silver Solution
 - 2.6.1 Lead Foil Kit
 - 2.6.2 MW Amalgams (Medical Waste)

3. SERVICE SCHEDULE

- 3.1 Service schedules per equipment are as follows:
 - 3.1.1 Model-16 Standard Service is 12 Weeks
 - 3.1.2 Model-11 Standard Service is 12 Weeks
 - 3.1.3. Model-14 Standard Service is 12 Weeks
 - 3.1.4. Model-540 Standard Service is 18 Weeks
 - 3.1.5 Model-54150 Standard Service is 6 Weeks
 - 3.1.6. Model-52150 Standard Service is 12 Weeks
 - 3.1.7 Model-87000 Standard Service is 8 Weeks
 - 3.1.8 Model-51000 Standard Service is 12 Weeks
 - 3.1.9 Model-26 Standard Service is 16 Weeks

- 3.1.10 1111 Combo Gun Cleaner Std Service is 8 Weeks
- 3.1.11 Model-E-110 Standard Service is 12 Weeks
- 3.1.12 Model-NE360 Standard Service is 12 Weeks
- 3.2 Additional work required beyond normal service schedule shall first be approved by your point of contact person per each department.

4. INVOICES / RECEIPTS

- 4.1 Paperwork shall be left with an employee whom is yet to be determined for each department.
 - 4.1.1 Vendor shall leave a detailed receipt with customer including information like...(etc.)
 - 4.1.1.1 How many gallons of solvent were added to recycling parts washers?
 - 4.1.1.2 How many gallons of paint waste removed?
- 4.2 Invoices shall be issued and sent to each department.

5. TERM OF CONTRACT

Contract term is for one (1) year with an additional three (3) year one (1) year terms upon approval from both parties.