

C-14-081457
RECEIVED
JUL 10 2014
LANCASTER COUNTY

**Amendment to Agreement for
Annual Requirements for Janitorial & Sanitation Supplies
City of Tucson, Contract No. 100489**

**City of Lincoln/Lancaster County/ Lincoln-Lancaster County Public Building Commission
(First Renewal)**

This Amendment is hereby entered into by and between National Everything Wholesale, 2511 S. 156th Circle, Omaha, NE 68130 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Agreement E.O. 86260, dated July 12, 2013 and C-13-0318, date July 11, 2013, (the "Agreement"), for Annual Requirements for Janitorial & Sanitation Supplies, City of Tucson, Contract No. 100489, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is August 15, 2013 thru August 1, 2014. Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual agreement by both parties for additional one-year terms not to exceed the term of the current City of Tucson, Arizona contract.

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term from August 2, 2014 thru August 1, 2015;

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$152,000.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$167,000.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$97,000.00 without approval by the Board of the Public Building Commission.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City E.O. 86260 and County Contract C-13-0318, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term from August 2, 2014 thru August 1, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$152,000.00 without prior approval by the City of Lincoln.
- 3) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$167,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 4) The estimated expenditures for Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$97,000.00 without approval by the Board of the Public Building Commission.
- 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.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MAY 19, 2014

CONTRACT NO.: 100489
CONTRACT AMENDMENT NO.: EIGHT (8)
PAGE 1 of 1
JM
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

JANITORIAL AND SANITATION SUPPLIES

1. Pursuant to Contract No. 100489, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 3, 2014 through August 2, 2015.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 16 DAY
OF July, 2014, AT TUCSON, ARIZONA.

Signature

Date

John C. Holland VP SALES OPERATIONS

Typed Name and Title

NETWORK SERVICES COMPANY

Company Name

1100 EAST WOODFIELD ROAD, SCHAUMBURG IL 60197

Address

JHOLLAND@NETWORKSDISTRIBUTION.COM

Email Address

SCHAUMBURG IL

60197

City

State

Zip

Lance J. [Signature]
As Director of Procurement and not personally

EO 86260

RECEIVED

C-13-0318
JUL 11 2013

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

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

**Annual Requirements
for Janitorial & Sanitation Supplies
City of Tucson Contract No. 100489**

Contractor:

**National Everything Wholesale
2511 S. 156th Circle
Omaha, NE 68130
800-647-2737**

**CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION,
AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **National Everything Wholesale, 2511 S. 156th Cir., Omaha, NE 68130** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

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

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the City of Tucson, Arizona and National Everything Wholesale, Contract No. 100489, dated August 2, 2010, which was prepared in accordance with the City of Tucson'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 Janitorial and Sanitation Supplies for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the City of Tucson, Arizona and National Everything Wholesale, Contract No. 100489, dated August 2, 2010; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the City of Tucson, Arizona and National Everything Wholesale, Contract No. 100489, dated August 2, 2010 for Supply and Delivery of Janitorial and Sanitation Supplies, with only those exceptions stated herein; and

WHEREAS, the City of Tucson, Arizona, 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 City of Tucson, Arizona and National Everything Wholesale, Contract 100489, dated August 2, 2010, a copy thereof being attached to and made a part of this Contract;

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Janitorial and Sanitation Supplies for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. This Contract shall be effective upon execution by both parties. The term of the Contract shall be August 15, 2013 through August 1, 2014.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current City of Tucson, Arizona 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 City of Tucson, Arizona and National Everything Wholesale, Contract No. 100489, dated August 2, 2013.
- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the City of Tucson, Arizona shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:

8.1 Termination for Convenience. Either party may terminate this Contract upon forty-five (45) days written notice to the other party for any reason without penalty.

8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:

8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Janitorial and Sanitation Supplies.

8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

8.2.3 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.

8.3 Upon termination for any reason, the Owner shall pay National Everything Wholesale for all outstanding invoices and all costs and expenses associated with orders placed by Contractor up to the date of termination. Buyer shall pay such amounts to National Everything Wholesale within thirty (30) days of the date of invoice. If Owner terminates this Agreement due to the default of the Contractor, Contractor shall reimburse Owner for the documented direct and reasonable expenses Owner incurs as a result of the termination.

9. 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 City of Tucson, Arizona and National Everything Wholesale, Contract No. 100489, dated August 2, 2010.

10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the 'Insurance Clause for All Contracts Lancaster County, Nebraska; Public Building Commission, City of Lincoln, Nebraska' attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.

11. 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.

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

1. Contract Agreement
2. Attachments A and B
2. City of Tucson, Arizona, Contract No. 100489, dated August 2, 2010
3. Insurance Certificate
4. Nebraska Resale or Exempt Sale Certificate, Form 13

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive Order No. 086260

dated July 12, 2013

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Bryan Bohrs
for County Law Department

The Board of County Commissioners of
Lancaster County, Nebraska

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

Dated: 7/11/13

**EXECUTION BY PUBLIC BUILDING
COMMISSION**

[Signature]
Lincoln-Lancaster County PBC Attorney

[Signature]
Lincoln-Lancaster County Public Building
Commission

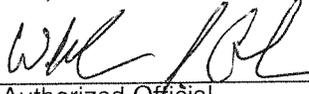
Dated: 6/11/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

National Everything Wholesale
Name of Corporation
2571 S. 156th Circle Omaha, NE
(Address) 68130
By: 
Duly Authorized Official
Executive VP
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)
By: _____
Member
By: _____
Member



Where Unsung Heroes Make It Happen™



A Veteran & Family
Company
Since 1979

June 21, 2013

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

Subject: National IPA Piggy Back – Small Order Fee

Dear Bob,

National will waive the small order fee if the various City/County Departments place their orders on-line.

We do need help in setting an expectation, that departments consolidate orders, so not to cause an unnecessary amount of small orders.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry Hoffman', is written over the printed name.

Jerry Hoffman
Vice President Business Development



A Veteran & Family
Company
Since 1979

June 6, 2013

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

Subject: Dispenser removal and haul away

Dear Bob,

In the event that the City of Lincoln or Lancaster County gives 30 day notice to terminate the Georgia Pacific lease/agreement of towel dispensers, National will be responsible for removal and haul away of the Georgia Pacific dispensers that were installed under the lease agreement. Removal and haul away will be done at no cost to the City or County. National will work with the new company to coordinate the removal of dispensers, so that your departments would not be without towels and dispensers.

This document can be attached to the piggy back agreement of the National IPA contract.

Best Regards,

Jerry Hoffman
Vice President Business Development



Janitorial & Sanitation Supplies
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: April 28, 2010
Date Open: June 2, 2010

Solicitation: RFP 100489
Pre-Proposal Date: May 12, 2010
Proposals Received: 2



Proposals Received:

The City of Tucson Department of Procurement issued RFP 100489 on April 28, 2010 to establish a national cooperative contract for Janitorial & Sanitation Supplies, which includes towels, tissues, professional cleaning chemicals, skin care products, can liners, tools & accessories, equipment parts and services.

Notice of the solicitation was advertised in the following:

- City of Tucson, AZ Department of Procurement website
- Daily Journal of Commerce, OR
- National IPA website

On June 2, 2010, proposals were received from the following offerors:

Network Services Company
Staples, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP the committee invited the firms to participate in an interview. Following the interviews, a request for a revised offer was sent to the offerors.

The evaluation committee evaluated the revised offers, interviews and the relative strengths and weaknesses of each proposal with regard to the evaluation criteria stated in the RFP. As a result, the committee recommended entering negotiations with the intent to award a contract to the top ranked Offeror: Network Services and their nationwide network of member distributors.

The City of Tucson, National IPA and Network Services successfully negotiated a contract and the City of Tucson executed a contract on August 2, 2010 with a contract effective August 2, 2010.



Contract includes: Towels & tissues, professional cleaning chemicals, skin care products, can liners, tools & accessories, equipment parts and services.

Term:

Initial one year agreement from August 2, 2010 through August 1, 2011, with option to renew for four (4) additional one-year periods through August 17, 2015.

Pricing/Discount:

ALL janitorial & sanitation product and supply needs are available via the City of Tucson, AZ national cooperative award. This includes industry-leading name brand items, as well as stock items and private label items readily available at each local Network Services distributor member.

All items are offered at a discounted price based on similar discount percentages as those items offered on the approved City of Tucson, AZ core price list.

The Core List:

The Core List of items represented in the City of Tucson, AZ award documentation represents those items identified by the City of Tucson as their particular high usage items for deeper discounted pricing. This list is ***NOT*** the complete list of janitorial and sanitation products available on the contract. Click [HERE](#) for the Core List.

The Custom Product List:

In order to accommodate the significant differences in janitorial and sanitation product needs across the country, as well as all types of public sector entities, the Network Services award offers a customized solution via the Custom Product List. Each agency has the opportunity to build a list of their most highly utilized items and brands. These items will be priced based on regional market conditions in order to drive additional savings.

Large volume discounts are also available through the award:

Orders \$1500 - \$2499 = 3% Off Invoice

Orders \$2500 and up = 5% Off Invoice

Your agency's local Network Services distributor will work with you to ensure that your savings are maximized via the cooperative contract.

Ordering/Distribution/Customer Service:

Your local community-based Network Services distributor is responsible for ordering, distribution and customer service. They are available to assist you with all your janitorial and sanitation needs including training and consulting. A list of Network Services distributors may be found [HERE](#).

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement is eligible to participate in any subsequent Contract. See www.tucsonprocurement.com and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of Participating Public Agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Maintenance, Repair & Operation Supplies made pursuant to this solicitation and is hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

Cities, Towns, Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON

CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Network can provide prepaid freight, subject to a minimum order of \$400 within Network's no-freight charged geography. Orders below \$400 will incur a \$40 service fee. Network Services has the ability to deliver products and services to 95% of the United States' population freight free. Freight may be charged for locations outside of Network's delivery area which are only in remote rural areas. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

9. **INSURANCE:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor of the intent to issue a Contract award. The successful Contractor must at that time submit an original copy of the Certificate of Insurance, for public liability insurance of \$1,000,000 (combined single limit) for bodily injuries, and \$100,000 for property damage. CERTIFICATE SHALL SHOW THE CITY OF TUCSON AS AN ADDITIONAL INSURED. The coverages shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contractor obligations.

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-72102

CONTRACT NO. 100489-01
CONTRACT AMENDMENT NO. 7
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II

THIS CONTRACT IS AMENDED AS FOLLOWS:

JANITORIAL AND SANITATION SUPPLIES

1. Pursuant to Contract #100489-01, Special Terms and Conditions, Section 7, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of **August 2, 2013 through August 1, 2014.**
2. Pricing is hereby revised per the document titled "Contract #100489-01 Core Price List dated August 1, 2013" which is hereby incorporated into the contract. This document replaces all previously issued core price lists in their entirety.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature

Date

Kevin L. Rudd, Chief Sales & Marketing Officer

Network Services Company
Company Name

1100 East Woodfield Dr.
Address

Schaumburg IL 60173
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 2 DAY

OF July, 2013, AT TUCSON, ARIZONA.

Marche Gillespie, C.F.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally