

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF ORGANIC & INORGANIC INSTRUMENT CALIBRATION STANDARDS  
QUOTE NO. 4222  
SECOND RENEWAL

This Amendment is hereby entered into by and between Environmental Express, 2345A Charleston Regional Pkwy., Charleston, SC 29492 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 19, 2012, under D. O. No. 08383, (the "Agreement"), for The Annual Supply of Organic & Inorganic Instrument Calibration Standards, Bid No. 4222, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 26, 2012 through November 25, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from November 26, 2013 through November 25, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning November 26, 2014 through November 25, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from November 26, 2014 through November 25, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Official City Use Only

<p>Dated this <u>15<sup>th</sup></u> day  of <u>October</u> 2014</p> <p><i>Miki Exposito</i></p> <hr/> <p>Public Works &amp; Utilities Director</p>
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*[Handwritten signature]* 9/30/14

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

<b>Company Name: (Please Print)</b>	Environmental Express
<b>By: (Please Sign)</b>	<i>Kristen O Lanier 9-30-14</i>
<b>By: (Please Print)</b>	Kristen O. Lanier
<b>Title: (Please Print)</b>	Technical Sales Consultant
<b>Company Address: (Please Print)</b>	2345A Charleston Regional Pkwy Charleston, SC 29492
<b>Company Phone &amp; Fax: (Please Print)</b>	843-881-6560 (phone) / 843-881-3964 fax
<b>E-Mail Address: (Please Print)</b>	kristenl@envexp.com / sales@envexp.com
<b>Date: (Please Print)</b>	September 30, 2014
<b>Contact Person For: "Orders or Service" (Please Print)</b>	Kristen Lanier, sales - 843-284-5523 Lauren Moe, Customer Service - 843-881-6560
<b>Phone Number:</b>	880-343-5319 toll free

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF ORGANIC & INORGANIC INSTRUMENT CALIBRATION STANDARDS  
BID NO. 4222  
FIRST RENEWAL**

This Amendment is hereby entered into on this 20<sup>th</sup> day of September, 2013 by and between Environmental Express, 2345 A Charleston Regional Pkwy., Charleston, SC 29492 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 19, 2012, under D. O. No. 08383, (the "Agreement"), for The Annual Supply of Organic & Inorganic Instrument Calibration Standards, Bid No. 4222, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 26, 2012 through November 25, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning November 26, 2013 through November 25, 2014; and

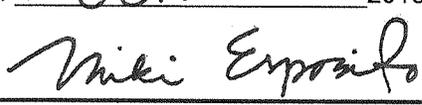
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from November 26, 2013 through November 25, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

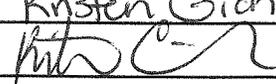
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**Official City Use Only**

Dated this <u>14<sup>th</sup></u> day
of <u>Oct.</u> 2013

Public Works & Utilities Director

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

<b>Company Name: (PLEASE PRINT)</b>	Environmental Express Inc.
<b>By: (PLEASE PRINT)</b>	Kristen Giancola
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Technical Sales Consultant
<b>Company Address: (PLEASE PRINT)</b>	2345 A Charleston Regional Pkwy
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	843-881-6560 Fax: 843-881-63964
<b>E-Mail Address: (PLEASE PRINT)</b>	Kristeng@envexp.com
<b>Date:</b>	9/20/13

08383

12100175

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Supply of  
Organic & Inorganic Instrument  
Calibration Standards  
Bid No. 4222**

**Environmental Express  
2345 A Charleston Regional Pkwy  
Charleston, SC 29492  
843-576-1136**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Environmental Express, 2345A Charleston Regional Pkwy, Charleston, SC 29492, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has 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 Supply of Organic & Inorganic Instrument Calibration Standards,**  
**Bid No. 4222** and,

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

WHEREAS, the City, 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 City has 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 City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The City agrees 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 City:

**City 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. The City 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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City'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.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term beginning November 26, 2012 through November 25, 2013 with the option to renew for three (3) additional one (1) year periods upon mutual consent of both parties.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Addendum No. 1
  4. Special Provisions
  5. Instructions to Bidders
  6. 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.

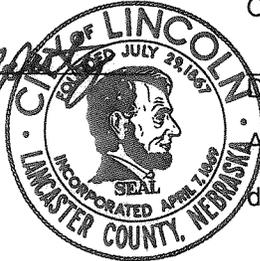
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

*Teresa J. Meier, Deputy*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Niki Espinoza*  
Director, Public Works & Utilities

Approved by Directorial Order **08383**

dated NOV 19 2012

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*Nicol Juman* (SEAL)  
Secretary

*Environmental Express, Inc.*  
Name of Corporation

*2345A Charleston Reg. Pkwy*  
(Address)

By: *Nicol Juman*  
Duly Authorized Official

*CFO*  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
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 Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	4222 Addendum 1	Department	Purchasing	Department
Title	Annual Supply of Organic & Inorganic Instrument Calibration Standards	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	10/09/2012	Telephone	(402) 441-7428	Telephone
Close Date	10/12/2012 12:00:00 PM CST	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company Environmental Express  
 Address 2345A CHARLESTON REGIONAL PKWY  
 CHARLESTON, SC 29492  
 Contact JENNIFER BLAND  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (843) 576 1136  
 Fax 1 (843) 576 1139  
 Email JENNIFERB@ENVEXP.COM  
 Submitted 10/11/2012 9:27:53 AM CST  
 Total \$2,703.50

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

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	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. <b>	Yes
3	Contact	Name of person submitting this bid:	Jennifer Bland
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. .  ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO  (b) Are your bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	a. Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.    If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Response Total Submitted	I have completed the Excel spreadsheet in the Line Item section and attached it to the RESPONSE ATTACHMENT section of my ebid response.	Yes
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	EA	Fill out the itemized "ORGANIC" Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' above. Enter the total amount of bid in the Unit price. The itemized prices on the spreadsheet will take precedence.	\$1,740.00
Item Notes:  Two companies will be selected because USEPA requires two sources of Instrument Standards. One for calibration verification of the instrument and one for the calibration standards.				
Supplier Notes: Please see the attachment for the line items under the Response Attachments.				
2	1	EA	Fill out the itemized "INORGANIC" Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' above. Enter the total amount of bid in the Unit price. The itemized prices on the spreadsheet will take precedence.	\$963.50
Item Notes: Two companies will be selected because USEPA requires two sources of Instrument Standards. One for calibration verification of the instrument and one for the calibration standards.				
Supplier Notes: Please see the attachment for the line items under the Response Attachments.				
				Response Total: \$2,703.50

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**City of Lincoln Water System  
2008/2009 Bidding for Instrument Standards**

\*\* ICV standards MUST be made from a traceable separate/2nd source

**City of Lincoln Water System  
2008/2009 Bidding for Instrument Standards**

AA:	Name of Standard	Concentration	Matrix	Volume	Catalog #	Price (\$)	Stability	Comments- Shelf Life
Calib. Std's	Manganese	1 ug/mL	2% HNO <sub>3</sub>	100 mL	GCS060025-06-01	33.00		550 Days
Calib. Std's	Iron	1 ug/mL	2% HNO <sub>3</sub>	100 mL	GCS060026-06-01	33.00		550 Days
ICV	Iron and Manganese (Combined Std.)	20 ug/L Fe 10 ug/L Mn	5% HNO <sub>3</sub>	500 mL	GCS161941-01-03	75.00		1 Year
Diluent	Calcium	10,000 ppm	dil. HNO <sub>3</sub>	500 mL	GCS060020-01-03	130.00		550 Days
Modifier	NH <sub>4</sub> H <sub>2</sub> PO <sub>4</sub>	0.1%	0.05% HNO <sub>3</sub>	500 mL	GCS060015-02-01	37.50		550 Days
IC:								
Calib. Std's	N from Sodium Nitrite	100 ug/mL	Water	100 mL				550 Days
Calib. Std's	N from Sodium Nitrate	100 ug/mL	Water	100 mL	GCS062003-04-01	33.00		550 Days
Calib. Std's	Fluoride	1000 ug/mL	Water	100 mL	GCS062002-01-01	40.00		550 Days
Calib. Std's	Bromide	100 ug/mL	Water	100 mL	GS062006-04-01	33.00		550 Days
Calib. Std's	Bromate	100 ug/mL	Water	100 mL	GCS062015-04-01	33.00		550 Days
Calib. Std's	Phosphate	100 ug/mL	Water	100 mL	GCS062008-08-01	33.00		550 Days
Calib. Std's	Sulfate	100 ug/mL	Water	100 mL	GCS062005-06-01	33.00		550 Days
Calib. Std's	Chloride	100 ug/mL	Water	100 mL	GCS062001-04-01	33.00		550 Days
Calib. Std's	Chloride	1000 ug/mL	Water	100 mL	GCS062001-01-01	40.00		550 Days
Calib. Std's	Chlorate	100 ug/mL	Water	100 mL	GCS62014-04-01	33.00		550 Days
Calib. Std's	Chlorite	100 ug/mL	Water	100 mL	GCS062016-04-01	33.00		550 Days
ICV #1	NO <sub>3</sub> -N	100 mg/L						
	NO <sub>2</sub> -N	100 mg/L	Water	100 mL	GCS161940-01-01	95.00		1 Year
	F	100 mg/L						
	Br	7.5 mg/L						
ICV #2	Sodium Bromate	300 ug/L	Water	100 mL	GCS062015-03-01	33.00		550 Days
ICV #3	Chloride	100 ug/mL	Water	100 mL				
	Phosphate	100 ug/mL	Water	100 mL				
	Sulfate	100 ug/mL	Water	100 mL	GCS161939-01-01	105.00		1 Year
	Chlorate	5 ug/mL	Water	100 mL				
	Chlorite	5 ug/mL	Water	100 mL				
Eluant	Sodium Carbonate	0.5M	Water	100 mL	GCS067041-02-02	45.00		550 Days
	Sodium Carbonate	0.5M	Water	250 mL	GCS067041-02-01	33.00		550 Days

963.50

NOTE:

**Addendum #1**  
**Annual Supply of Organic & Inorganic Instrument**  
**Calibration Standards**  
**Quote 4222**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Q) Does freight need to be included in list price?  
A) Yes, please include freight in the list price.

All other terms and conditions shall remain unchanged.

Dated this 9th day of October, 2012.

Sharon Mulder,  
Assistant Purchasing Agent