

Amendment # 2 /Renewal # 1

This is an Amendment and Renewal to the Safety-Kleen Re-Refined Oil QPA# 10265 entered into by and between the Indiana Department of Administration (hereinafter referred to as "State") and Safety-Kleen Systems, Inc. (hereinafter referred to as "Contractor") dated 10/01/2007. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

| <u>Item</u>                                                                                            | <u>Current Price</u> | <u>New Price</u> |
|--------------------------------------------------------------------------------------------------------|----------------------|------------------|
| Fluid, Transmission, Automatic, Level H, Dextron III/<br>Mercon, 12qt/case, 10 case minimum, Dist.10   | \$20.45              | \$31.99          |
| Fluid, Transmission, Automatic, Level H, Dextron III/<br>Mercon, 55 Gal Drum, 2 drum minimum, Dist. 10 | \$288.10             | \$411.98         |
| Oil, Motor, SAE10W30, 55 Gal Drum, 2 drum min. Dist. 10                                                | \$278.10             | \$392.91         |
| Oil, Motor, SAW 10W30, 12qt/case, 10 cs min. Dist. 10                                                  | \$19.25              | \$30.54          |
| Oil, Motor, SAE 15W40, 55gal Drum, 2 drum min. Dist 10                                                 | \$333.60             | \$471.60         |
| Oil, Motor, SAE 15W40, 12qt/case, 10 cs min. Dist 10                                                   | \$22.45              | \$36.67          |
| Oil, Motor, SAE5W30, 55 gal drum, 2 drum min. Dist 10                                                  | \$292.10             | \$426.63         |
| Oil Motor, SAE5W30, 12 qt/cs, 10 case min. Dist. 10                                                    | \$19.95              | \$32.99          |
| Oil, Re-Refined, 30W, 55 Gal Drum, 2 drum min. Dist. 10                                                | \$291.50             | \$441.62         |
| Oil, Hydraulic, Light, AW32, ISO-VG grade, America's<br>Choice, 55 gal drum, Dist. 10                  | \$237.60             | \$342.14         |
| Oil, Hydraulic, Medium, AW46, ISO-VG grade, America's<br>Choice, 55 gal drum, Dist. 10                 | \$237.60             | \$342.14         |
| Fluid, Tractor, Universal, ISO, America's Choice, 55 gal<br>Drum, Dist. 10                             | \$278.85             | \$399.87         |
| Fluid, Transmission, Automatic, Level H, Dextron III/<br>Mercon, 12qt/case, 10 case minimum, Dist. 20  | \$20.45              | \$31.99          |
| Fluid, Transmission, Automatic, Level H, Dextron III/<br>Mercon, 55 Gal Drum, 2 drum minimum, Dist. 20 | \$288.10             | \$411.98         |
| Oil, Motor, SAE10W30, 55 Gal Drum, 2 drum min. Dist. 20                                                | \$278.10             | \$392.91         |
| Oil, Motor, SAW 10W30, 12qt/case, 10 cs min. Dist. 20                                                  | \$19.25              | \$30.54          |
| Oil, Motor, SAE 15W40, 55gal Drum, 2 drum min. Dist 20                                                 | \$333.60             | \$471.60         |
| Oil, Motor, SAE 15W40, 12qt/case, 10 cs min. Dist 20                                                   | \$22.45              | \$36.67          |
| Oil, Motor, SAE5W30, 55 gal drum, 2 drum min. Dist 20                                                  | \$292.10             | \$426.63         |
| Oil Motor, SAE5W30, 12 qt/cs, 10 case min. Dist. 20                                                    | \$19.95              | \$32.99          |
| Oil, Re-Refined, 30W, 55 Gal Drum, 2 drum min. Dist. 20                                                | \$291.50             | \$441.62         |
| Oil, Re-refined, 5W30, Bulk Package, Dist. 20                                                          | \$4.75               | \$7.15           |
| Oil, Re-refined, 15W40, Bulk Package, Dist. 20                                                         | \$5.85               | \$7.97           |

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| Oil, Hydraulic, Light, AW32, ISO-VG grade, America's Choice, 55 gal drum, Dist. 20                 | \$237.60 | \$342.14 |
| Oil, Hydraulic, Medium, AW46, ISO-VG grade, America's Choice, 55 gal drum, Dist. 20                | \$237.60 | \$342.14 |
| Fluid, Tractor, Universal, ISO, America's Choice, 55 gal Drum, Dist. 20                            | \$278.85 | \$399.87 |
| Fluid, Transmission, Automatic, Level H, Dextron III/Mercon, 12qt/case, 10 case minimum, Dist. 30  | \$20.45  | \$31.99  |
| Fluid, Transmission, Automatic, Level H, Dextron III/Mercon, 55 Gal Drum, 2 drum minimum, Dist. 30 | \$288.10 | \$411.98 |
| Oil, Motor, SAE10W30, 55 Gal Drum, 2 drum min. Dist. 30                                            | \$278.10 | \$392.91 |
| Oil, Motor, SAW 10W30, 12qt/case, 10 cs min. Dist. 30                                              | \$19.25  | \$30.54  |
| Oil, Motor, SAE 15W40, 55gal Drum, 2 drum min. Dist 30                                             | \$333.60 | \$471.60 |
| Oil, Motor, SAE 15W40, 12qt/case, 10 cs min. Dist 30                                               | \$22.45  | \$36.67  |
| Oil, Motor, SAE5W30, 55 gal drum, 2 drum min. Dist 30                                              | \$292.10 | \$426.63 |
| Oil Motor, SAE5W30, 12 qt/cs, 10 case min. Dist. 30                                                | \$19.95  | \$32.99  |
| Oil, Re-Refined, 30W, 55 Gal Drum, 2 drum min. Dist.30                                             | \$291.50 | \$441.62 |
| Oil, Re-refined, 5W30, Bulk Package, Dist. 30                                                      | \$4.75   | \$7.15   |
| Oil, Hydraulic, Light, AW32, ISO-VG grade, America's Choice, 55 gal drum, Dist. 30                 | \$237.60 | \$342.14 |
| Oil, Hydraulic, Medium, AW46, ISO-VG grade, America's Choice, 55 gal drum, Dist. 30                | \$237.60 | \$342.14 |
| Fluid, Tractor, Universal, ISO, America's Choice, 55 gal Drum, Dist. 30                            | \$278.85 | \$399.87 |
| Fluid, Transmission, Automatic, Level H, Dextron III/Mercon, 12qt/case, 10 case minimum, Dist. 40  | \$20.45  | \$31.99  |
| Fluid, Transmission, Automatic, Level H, Dextron III/Mercon, 55 Gal Drum, 2 drum minimum, Dist. 40 | \$288.10 | \$411.98 |
| Oil, Motor, SAE10W30, 55 Gal Drum, 2 drum min. Dist. 40                                            | \$278.10 | \$392.91 |
| Oil, Motor, SAW 10W30, 12qt/case, 10 cs min. Dist. 40                                              | \$19.25  | \$30.54  |
| Oil, Motor, SAE 15W40, 55gal Drum, 2 drum min. Dist 40                                             | \$333.60 | \$471.60 |
| Oil, Motor, SAE 15W40, 12qt/case, 10 cs min. Dist 40                                               | \$22.45  | \$36.67  |
| Oil, Motor, SAE5W30, 55 gal drum, 2 drum min. Dist 40                                              | \$292.10 | \$426.63 |
| Oil Motor, SAE5W30, 12 qt/cs, 10 case min. Dist. 40                                                | \$19.95  | \$32.99  |
| Oil, Re-Refined, 30W, 55 Gal Drum, 2 drum min. Dist. 40                                            | \$291.50 | \$441.62 |

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| Oil, Hydraulic, Light, AW32, ISO-VG grade, America's Choice, 55 gal drum, Dist. 40                  | \$237.60 | \$342.14 |
| Oil, Hydraulic, Medium, AW46, ISO-VG grade, America's Choice, 55 gal drum, Dist. 40                 | \$237.60 | \$342.14 |
| Fluid, Tractor, Universal, ISO, America's Choice, 55 gal Drum, Dist. 40                             | \$278.85 | \$399.87 |
| Fluid, Transmission, Automatic, Level H, Dextron III/ Mercon, 12qt/case, 10 case minimum, Dist. 50  | \$20.45  | \$31.99  |
| Fluid, Transmission, Automatic, Level H, Dextron III/ Mercon, 55 Gal Drum, 2 drum minimum, Dist. 50 | \$288.10 | \$411.98 |
| Oil, Motor, SAE10W30, 55 Gal Drum, 2 drum min. Dist. 50                                             | \$278.10 | \$392.91 |
| Oil, Motor, SAW 10W30, 12qt/case, 10 cs min. Dist. 50                                               | \$19.25  | \$30.54  |
| Oil, Motor, SAE 15W40, 55gal Drum, 2 drum min. Dist 50                                              | \$333.60 | \$471.60 |
| Oil, Motor, SAE 15W40, 12qt/case, 10 cs min. Dist 50                                                | \$22.45  | \$36.67  |
| Oil, Motor, SAE5W30, 55 gal drum, 2 drum min. Dist 50                                               | \$292.10 | \$426.63 |
| Oil Motor, SAE5W30, 12 qt/cs, 10 case min. Dist. 50                                                 | \$19.95  | \$32.99  |
| Oil, Re-Refined, 30W, 55 Gal Drum, 2 drum min. Dist. 50                                             | \$291.50 | \$441.62 |
| Oil, Hydraulic, Light, AW32, ISO-VG grade, America's Choice, 55 gal drum, Dist. 50                  | \$237.60 | \$342.14 |
| Oil, Hydraulic, Medium, AW46, ISO-VG grade, America's Choice, 55 gal drum, Dist. 50                 | \$237.60 | \$342.14 |
| Fluid, Tractor, Universal, ISO, America's Choice, 55 gal Drum, Dist. 50                             | \$278.85 | \$399.87 |
| Fluid, Transmission, Automatic, Level H, Dextron III/ Mercon, 12qt/case, 10 case minimum, Dist. 60  | \$20.45  | \$31.99  |
| Fluid, Transmission, Automatic, Level H, Dextron III/ Mercon, 55 Gal Drum, 2 drum minimum, Dist. 60 | \$288.10 | \$411.98 |
| Oil, Motor, SAE10W30, 55 Gal Drum, 2 drum min. Dist. 60                                             | \$278.10 | \$392.91 |
| Oil, Motor, SAW 10W30, 12qt/case, 10 cs min. Dist. 60                                               | \$19.25  | \$30.54  |
| Oil, Motor, SAE 15W40, 55gal Drum, 2 drum min. Dist 60                                              | \$333.60 | \$471.60 |
| Oil, Motor, SAE 15W40, 12qt/case, 10 cs min. Dist 60                                                | \$22.45  | \$36.67  |
| Oil, Motor, SAE5W30, 55 gal drum, 2 drum min. Dist 60                                               | \$292.10 | \$426.63 |
| Oil Motor, SAE5W30, 12 qt/cs, 10 case min. Dist. 60                                                 | \$19.95  | \$32.99  |
| Oil, Re-Refined, 30W, 55 Gal Drum, 2 drum min. Dist. 60                                             | \$291.50 | \$441.62 |

|                                                                                     |          |          |
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| Choice, 55 gal drum, Dist. 60                                                       | \$237.60 | \$342.14 |
| Oil, Hydraulic, Medium, AW46, ISO-VG grade, America's Choice, 55 gal drum, Dist. 60 | \$237.60 | \$342.14 |
| Fluid, Tractor, Universal, ISO, America's Choice, 55 gal Drum, Dist. 60             | \$278.85 | \$399.87 |

**Add the "Economic Adjustment Clause" as listed below:**

**"Economic Adjustment Clause**

Pricing will remain firm for the first 90 days of this contract. Then in the event the contractor's cost for the goods covered by a contract issued as a result of this invitation to bid should increase by more than 5% during the period of time in which the contract is in effect, the contractor shall, upon submission of written proof of such an increase to the state and approval by the Bureau of Strategic Sourcing and Procurement be entitled to adjust the price by an amount sufficient to compensate the contractor completely and precisely for such increase. The claim for such adjustment must include a certification from the manufacturer/supplier verifying his cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the contractor. No increase or change in the contractor's overhead, profit, or other factors will be approved. The state reserves the right to ask for invoices, published price lists, or any other evidence establishing contractor's costs to support the increase.

In all cases, the contractor must file a claim for such adjustment prior to the delivery of the goods. In the event the contractor has excessive complaints filed against him for non-delivery, his request may be denied until such time as all past complaints are resolved to the satisfaction of the procurement services division. In any event, the claim for such adjustment will not apply to orders dated prior to the date the Bureau of Strategic Sourcing and Procurement received the required documentation necessary to justify the increase.

In the event such costs should decrease by more than 5% during the period of time that such contract is in effect, the state reserves the right to adjust the price downward to compensate it completely and precisely for such decrease. Such decreases shall become effective immediately upon notification by the vendor of the amount of the decrease. It is the responsibility of the vendor to notify the state of Indiana, Bureau of Strategic Sourcing and Procurement, of any such decrease."

All price adjustment requests must be substantiated in a manner acceptable to the IN Dept. of Administration, Contract Administration Director and must be received thirty (30) days in advance of the effective date for said increase/decrease. Any time the vendor requests a price adjustment, the IDOA Contract Administration Director may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety.

To replace the existing Confidentiality of State Information clause with those listed below:

**Confidentiality of State Information**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as N/A is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential

information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 10/3/2007 to include the above named amendment. The contract term shall commence on 10/3/2007 and shall terminate on 10/2/2009.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

#### **Non-Collusion and Acceptance**

[ ] The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**

**State of Indiana Agency:**

Signature: Kevin Jerich  
Printed Name: Kevin Jerich  
Title: Account Executive  
Date: 9-29-08

Signature: Katherine H. Harrington, CPPB  
Printed Name: Katherine H. Harrington, CPPB  
Title: Manager  
Date: 10-08-08

**Indiana Office of Technology**

N/A  
Gerry Weaver  
Chief Information Officer  
Date: \_\_\_\_\_

**Department of Administration**

Carrie Henderson - Reese  
Carrie Henderson, Commissioner  
Date: 10/10/08

**State Budget Agency**

Christopher A. Ruhl  
Christopher A Ruhl  
Director  
Date: 10-14-08

**Office of the Attorney General**

Stephen Carter  
Stephen Carter  
Attorney General  
Date: 10-15-2008