

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR SWIMMING POOL GRADE SODIUM HYPOCHLORITE
BID NO. 13-096
FIRST RENEWAL**

This Amendment is hereby entered into on this 17th day of April, 2014 by and between **ACCO Unlimited Corporation, 5300 NW 55th Avenue, Johnston, IA 50131** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 2, 2013**, under D. O. No. **086057**, (the "Agreement"), for the **Annual Requirements for Swimming Pool Grade Sodium Hypochlorite, Bid No. 13-096**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 1, 2013 through April 30, 2014**, 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 renew the agreement for an additional one (1) year term beginning **May 1, 2014 through April 30, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$28,000.00** without prior approval by the City of Lincoln. *\$1.04 gallon*

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

- 1) The term of the Agreement shall be from **May 1, 2014 through April 30, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$28,000.00** 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

Dated this <u>17th</u> day
of <u>April</u> 2014

Parks & Recreation Director <i>Mayor of Lincoln, NE</i>

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)	Acco Unlimited Corporation
By: (Please Sign)	<i>Debra J. Coffman</i>
By: (Please Print)	Debra J. Coffman
Title: (Please Print)	General Manager
Company Address: (Please Print)	5300 NW 55 th Ave Johnston, IA 50131
Company Phone & Fax: (Please Print)	1-800-548-2226(F) 515-278-2183
E-Mail Address: (Please Print)	myorder@accounlimited.com
Date: (Please Print)	3-28-2014
Contact Person For: "Orders or Service" (Please Print)	Pete Young or Chris Samson ↓ (Home Office)
Phone Number: (Please Print)	515 971-3308 1-800-548-2226

James Legate (Service)
515-664-1622

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Swimming Pool Grade Sodium Hypochlorite
Bid No. 13-096**

**ACCO Unlimited Corporation
5300 NW 55th Ave
Johnston, IA 50131
(515)278-0487**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **ACCO Unlimited Corporation, 5300 NW 55th Ave., Johnston, IA 50131**, 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 Requirements for Swimming Pool Grade Sodium Hypochlorite, Bid No. 13-096** 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, at an estimated \$26,000.00. 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 May 1, 2013 thru April 30, 2014, or upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions (if applicable)
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 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 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

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

Chris Beutler, Mayor

Approved by Executive No. 086057

dated 5-2-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Jessica Rolland

Secretary (SEAL)

ACCO Unlimited Corporation
Name of Corporation

5300 NW 55th Ave, Johnston IA 50131
(Address)

By: *Robert Coffman*

Duly Authorized Official

Treasurer

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	13-096	Department	Purchasing	Department
Title	Seasonal Requirements of Sodium Hypochlorite (For Swimming Pools)	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	03/15/2013	Telephone	(402) 441-7428	Telephone
Close Date	3/29/2013 12:00:00 PM CST	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company ACCO Unlimited Corporation
 Address 5300 NW 55th Ave

 Johnston, IA 50131

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (515) 2780487
 Fax 1 (515) 2782183
 Email
 Submitted 3/29/2013 9:34:45 AM CST
 Total \$26,000.00

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	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:	Debra Coffman
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	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, prices firm for initial bid period b) yes after initial bid period
10	Numbers in Price Box	 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. 	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	25,000	Gallons	Sodium Hypochlorite For Swimming Pools	\$1.04

Item Notes:
To be delivered per the specifications.

Supplier Notes: ACCO now has a facility in Blair, NE, to accomodate all deliveries.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide the Manufacturer of the product you are bidding.	ACCO - NSF certified
2	Sodium Hypochlorite Percentage	Please state the percentage of the sodium hypochlorite.	12 1/2% by volume

Response Total: \$26,000.00

**SEASONAL REQUIREMENTS
FOR
SODIUM HYPOCHLORITE (For Swimming Pools)**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to purchase a yearly supply of Swimming Pool Grade Sodium Hypochlorite for the City of Lincoln Swimming Pools to be delivered in various amounts to Swimming Pool locations in Lincoln, NE located at:
 - 1.1.1 Belmont, 1245 Manatt Street
 - 1.1.2 Uni-Place, 2000 North 48th Street
 - 1.1.3 Woods Memorial, 3200 J Street
 - 1.1.4 Star City Shores, Hwy 2 & 27th Street
 - 1.1.5 Air Park, 4000 NW 46th Street
 - 1.1.6 Ballard, 3901 N 66th Street
 - 1.1.7 Eden, 4400 Antelope Creek Rd.
 - 1.1.8 Highlands, 5511 NW 12th Street
 - 1.1.9 Irving, 1900 Van Dorn Street
- 1.2 The Swimming Pool Grade Sodium Hypochlorite must be a minimum of twelve (12) percent.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 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.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. DELIVERY

- 2.1 Deliveries will be made to each Swimming Pool, where there will be one (1) to three (3) tanks to be filled.
- 2.2 Each tank holds 300 to 500 gallons.
- 2.3 Deliveries shall be made a minimum of every two weeks unless otherwise notified.
 - 2.3.1 Pool operators will phone in additional orders as needed.
- 2.4 Contractor must furnish with the executed contract a certificate of insurance with worker's comp in accordance with the "Insurance Clause" to be used for swimming pool grade sodium hypochlorite, naming the City of Lincoln as additional insured.

3. TERM

- 3.1 The initial term of this agreement is for the 2013 swimming pool season which will begin approximately May 1, 2013 through October 1, 2013.
- 3.2 They are three (3) additional one (1) year terms available upon mutual agreement from both parties.