12060062

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL SUPPLY OF CAUSTIC SODA BEADS
QUOTE 4009

DPC INDUSTRIES, INC.
11202 S. 25th Street
Omaha, NE 68123
402.293.1185

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 25th day of June 2012, by and between **DPC Industries, Inc., 11202 S. 25th Street, Omaha, NE 68123**, 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 Caustic Soda Beads, Quote 4009** 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 from the date of the executed contract.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Response
   3. Employee Class Act EO
   4. Employee Classification Act Affidavit
   5. Addendums 1 and 2
   6. Special Provisions
   7. Instructions to Bidders
   8. Certificate of Insurance
   9. 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: Joan E Ross

City Clerk

CITY OF LINCOLN, NEBRASKA

Police Chief

Approved by Directorial Order 07669

dated June 25, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

DPC Industries Inc.
Name of Corporation

ATTEST:

_____(SEAL)
Secretary

11202 S. 25th St Omaha, NE
(Address)

By: Ron C Reid
Duly Authorized Official

District Sales Manager
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

Bid Creator	Shelly Hinze, Buyer
Email	rhinze@lincoln.ne.gov
Phone	1 (402) 441-8313
Fax	1 (402) 441-6513
Bid Number	4009 Addendum 2
Title	Annual Supply of Caustic Soda Beads
Bid Type	Quote
Issue Date	05/07/2012
Close Date	5/14/2012 2:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Rachelle Hinze, Buyer
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-8313
Fax	1 (402) 441-6513
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	DPC Industries, Inc.
Address	11202 S. 25th Street Omaha, NE 68123
Contact	Ron Rech
Department	
Building	
Floor/Room	
Telephone	1 (402) 293-1185
Fax	1 (402) 293-9647
Email	rrech@dxgroup.com
Submitted	5/14/2012 11:27:45 AM CST
Total	$18,942.00

Signature _____

Supplier Notes

This material will be ready for delivery when the award has been made and purchase order issued, delivered approximately 3-5 days after order placement.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	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 no renewals from the date of the executed contract. (a) Are your bid prices firm during the one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes, firm for one year.
7	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
8	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
9	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
10	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	3-5 business days, order placement to delivery. Material will be ready to ship 3-4 weeks after contract award.
11	Contact	Name of person submitting this bid:	Ron Rech
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	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
14	Agreement to Addendum No. 2	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

Line Items

#	Qty	UOM	Description	Response
1	33,000	LB	Caustic Soda Beads BID BY POUND ONLY!	$0.574

Item Notes: You must indicate the manufacturer and Product No. on your bid!
Price must include delivery.

SPECIFICATIONS FOR SODIUM HYDROXIDE

1. MATERIAL SPECIFICATION
1.1 Boiling range: 1390 degrees Centigrade
1.2 Specific gravity: 2.13
1.3 Vapor pressure: (MM of Mg) @ 20 degrees Centigrade - - L.T.O. 0 ft.
1.4 Solubility in water: 42g/100cc, 0 degrees Centigrade
1.5 Appearance: white, beaded
1.6 Material Safety Data Sheet of material being bid must accompany your proposal.

2. PACKING AND SHIPMENTS

2.1 Material shall be shipped in:
2.1.1 55# poly bags, 42 bags per pallet,
 or
2.1.2 50# bags, 60 bags per pallet.
2.2 City of Lincoln will not accept delivery of any damaged containers.

3. DELIVERY POINTS
3.1 Material shall be delivered F.O.B. destination, to either of the Lincoln Wastewater System facilities as directed on each order.
Locations are as follows:

Theresa Street Plant
2400 Theresa Street
Lincoln, NE 68503

Northeast Treatment Plant
7000 N 70
Lincoln, NE 68507

Supplier Notes: Material is available for delivery 3-4 weeks after issuance of purchase order or award of bid.

Response Total: $18,942.00