

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
LIQUID SODIUM HYDROXIDE AND LIQUID SODIUM HYPOCHLORITE
BID NO. 14-210**

**DPC Industries, Inc.
11202 S. 25th Street
Omaha, NE 68123
402.293-1185**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **DPC Industries, Inc., 11202 So. 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:

Annual Supply of Liquid Sodium Hydroxide and Liquid Sodium Hypochlorite, Bid No. 14-210

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; © 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 lines 2, 3, 4, and 5 to Wastewater & Water of Contractor's 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:

The 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. The total cost of products or services for City departments shall not exceed \$155,171.25 during the contract term without approval.

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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the 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 Terms
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Insurance Requirements
 5. Instructions to Bidders
 6. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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:

City Clerk

Teresa J. Meier



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by:

Approved by Executive No. 587600

dated 10-16-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

DPC Industries, Inc.
Name of Corporation

11202 S. 25th ST Omaha, NE
(Address) 68123

By: Ron Peck
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		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) 441-7428			
Fax	(402) 441-6513			
Bid Number	14-210	Department		Department
Title	Annual Supply of Liquid Sodium Hydroxide and Liquid Sodium Hypochlorite	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	08/15/2014	Telephone	(402) 441-7428	Telephone
Close Date	8/29/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	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 8/29/2014 10:27:03 AM CT
 Total \$169,381.25

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
6	Contact	Name of person submitting this bid:	Ron Rech
7	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	2-5
8	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
9	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
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	Renewal is an Option	Contract Extension Renewal is an option.	Yes
12	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 firm for first year. b. Yes, subject to escalation/deescalation at time of renewal-to be agrred upon mutually. c. the contracts shall be firm for each 1 year period.
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	14,000	Gallon	Sodium Hydroxide, bulk delivery to Wastewater	\$1.015
Item Notes: Price shall include delivery List your price per gallon				
Supplier Notes: Full truckload only, delivered 2-5 days ARO. Price increase/decrease for extension to be mutually agreed upon within 1 month of contract year expiration.				
2	55,000	Gallon	Sodium Hypochlorite, bulk delivery to Wastewater	\$0.90
Item Notes: Price shall include delivery List your price per gallon				
Supplier Notes: Full truckload quantity, delivered 3-5 business days ARO. Price increase/decrease for extension to be mutually agreed upon 1 month prior to contract year expiration.				
3	115,000	Gallon	Sodium Hypochlorite, bulk delivery to Water	\$0.90
Item Notes: Price shall include delivery List your price per gallon				
Supplier Notes: Full truckload, delivered 3-5 business days ARO. Price to be evaluated prior to contract expiration, any increase/decrease to be mutually agreed upon 1 month prior to contract year expiration.				
4	825	Gallon	55-Gallon Containers of Sodium Hypochlorite, delivery to Water Division (825 gallons or 15 55-gallon containers)	\$1.35
Item Notes: Price shall include delivery List your price per gallon				
Supplier Notes: Drums delivered with other area deliveries within 5-7 working days.				
5	450	Gallon	15-Gallon Containers of Sodium Hypochlorite, delivery to Water Division (450 gallons or 30 15-gallon containers)	\$2.35
Item Notes: Price shall include delivery List your price per gallon				
Supplier Notes: Carboys delivered with other area deliveries within 5-7 working days.				
			Response Total:	\$169,381.25

**SPECIFICATIONS FOR
ANNUAL SUPPLY OF LIQUID SODIUM HYPOCHLORITE (Bleach)
AND LIQUID SODIUM HYDROXIDE (Caustic)**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for purchase, delivery and unloading of Liquid Sodium Hypochlorite and Liquid Sodium Hydroxide for the City of Lincoln Water and Wastewater Divisions of Public Works and Utilities.
- 1.2 Water Division will only require Liquid Sodium Hypochlorite. All deliveries will initiate at Water Treatment Plants in Ashland followed by unloading in one or both of two separate well field sites located within three (3) miles of each other.
- 1.3 Wastewater Division will require both Liquid Sodium Hypochlorite and Liquid Sodium Hydroxide for control of odors at the Theresa Street Wastewater Treatment Facility.
 - 1.3.1 All deliveries shall be at the Theresa Street facility.
- 1.4 Bids may be awarded to multiple bidders for individual bid items based on pricing for facilities being supplied under this Specification.
- 1.5 Estimate annual quantities of products are listed below.
 - 1.5.1 These are estimates for bidding purposes only and actual quantities purchased will vary.

2. BID QUANTITIES

- 2.1 Water Division will require approximately 115,000 gallons of liquid sodium hypochlorite on an annual basis.
- 2.2 Wastewater Division will require approximately 55,000 gallons of liquid sodium hypochlorite and 14,000 gallons of liquid sodium hydroxide on an annual basis.

3. WASTEWATER DIVISION DETAILS

- 3.1 Bidders shall submit bid documents and all supporting material via e-bid.
- 3.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 3.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as addenda.
 - 3.2.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 3.3 The term of this contract will be one (1) year with the option to renew for three (3) additional one (1) year terms.

4. WASTEWATER DIVISION MATERIAL SPECIFICATIONS

- 4.1 Percentage of sodium hydroxide (liquid caustic soda) - 25% by weight
- 4.2 Percentage of sodium hypochlorite (bleach) - minimum 12.5% by weight

5. WASTEWATER DIVISION BULK DELIVERY REQUIREMENTS

- 5.1 Deliveries shall be F.O.B. destination:
 - 5.1.1 Theresa Street Wastewater Treatment Plant, 2400 Theresa Street, Lincoln, Nebraska 68521.
 - 5.1.2 Coordination of deliveries will be with Brad Barber, Asst. Supt. Of Plant Operations, 402/441-7965 or Plant Operations at 402/441-7964.
- 5.2 Deliveries shall be made within three (3) days of order date.
 - 5.2.1 Owner will place orders by phone or email.
- 5.3 **Sodium Hydroxide** shall be delivered by tank truck equipped with self-contained unloading equipment, and shall be unloaded directly into the liquid storage tank and feeding facilities.
 - 5.3.1 The odor control facility has the capacity to store a total of approximately 6,000 gallons of sodium hydroxide.
 - 5.3.2 Estimated annual quantities of bulk Sodium Hydroxide is 14,000 gallons.
- 5.4 **Sodium Hypochlorite** shall be delivered by tank truck equipped with self-contained unloading equipment, and shall be unloaded directly into the liquid storage tank and feeding facilities.
 - 5.4.1 The odor control facility has the capacity to store a total of approximately 20,000 gallons of sodium hypochlorite.
 - 5.4.2 Estimated annual quantities of bulk Sodium Hypochlorite is 55,000 gallons.
- 5.5 Volume to be unloaded at any one time shall be at least one full tanker truck.
- 5.6 The supplier will be responsible for unloading the chemical, providing adequate filler hose length from the tanker truck, and controlling any spillage of chemical.
- 5.7 The fill pipe connector is a 2" quick connect male cam lock fitting located on the exterior of the odor control facility building.
- 5.8 Deliveries shall be made between the hours of 6:00 a.m. and 6:00 p.m.
- 5.9 The unit price submitted shall be per gallon which includes all delivery costs.

6. **WATER DIVISION DETAILS**

- 6.1 Bidders shall submit bid documents and all supporting material via e-bid.
- 6.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 6.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as addenda.
 - 6.2.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 6.3 The term of this contract will be one (1) year with the option to renew for three (3) additional one (1) year terms.

7. **WATER DIVISION MATERIAL SPECIFICATIONS**

- 7.1 Liquid Sodium Hypochlorite shall be minimum 12.5% by weight.
- 7.2 Liquid Sodium Hypochlorite shall be NSF/ANSI 60 approved for addition to potable water.
 - 7.2.1 Certification for use in potable water shall be provided.

- 7.3 Liquid Sodium Hypochlorite shall adhere to ANSI/AWWA Standard B300-99 (2004 revision) or the most current version of the Hypochlorites Standard covered in AWWA Standards Manual.

8. **WATER DIVISION BULK DELIVERY REQUIREMENTS**

- 8.1 Deliveries shall be F.O.B. destination.
- 8.1.1 City of Lincoln Water Treatment Plant, 401 Hwy. 6, Ashland, Nebraska 68003 followed by Lincoln Water System escort to unloading areas of well field, three miles away.
- 8.1.2 Coordination of deliveries will be with Eric Lee, Assistant Superintendent of Water Production & Treatment - Operations, (402)441-1629 or Plant Operations (402) 441-1633.
- 8.2 Deliveries shall be made within three to five (3 - 5) days of order date.
- 8.2.1 Orders will be placed by phone or e-mail at Water Division discretion and volume to be unloaded will be at least one (1) full tanker truck (approximately 5,000 gallons).
- 8.3 Liquid Sodium Hypochlorite shall be delivered by tanker truck equipped with self-contained unloading equipment and shall be unloaded directly from tanker truck into one or more below ground storage tanks with a maximum of 6,000 gallons for each tank.
- 8.4 Supplier will be responsible for all procedures, equipment, safety and spill control measures necessary to ensure delivery of the chemical load.
- 8.5 Delivery times shall be from 8:00 a.m. to 3:00 p.m. Monday-Friday, no weekends or City holidays unless arranged in advance through the Assistant Superintendent of Water Production & Treatment - Operations.
- 8.6 The unit price submitted shall be per gallon which includes all delivery costs.
- 8.7 Estimated annual quantities of bulk Sodium Hypochlorite is 115,000 gallons.

9. **WATER DIVISION CONTAINERIZED DELIVERY REQUIREMENTS**

- 9.1 Occasional deliveries of containerized liquid Sodium Hypochlorite will be ordered in either fifty-five (55) gallon or fifteen (15) gallon containers.
- 9.2 Deliveries shall be F.O.B. destination.
- 9.2.1 City of Lincoln Water Treatment Plant, 401 Hwy. 6, Ashland, Nebraska 68003 for fifty-five (55) gallon containers.
- 9.2.2 City of Lincoln Water Operations Center, 2021 North 27th Street, Lincoln, Nebraska 68503 for fifteen (15) gallon containers.
- 9.3 Containers shall be exchanged.
- 9.4 Estimated annual quantities of containerized Sodium Hypochlorite
- 9.4.1 Fifty-five (55) gallon containers: 825 gallons (15 containers).
- 9.4.2 Fifteen (15) gallon containers: 450 gallons (30 containers).

10. **WATER DIVISION SECURITY REQUIREMENTS**

- 10.1 Prior to arrival of any chemical delivery, the following information must be transmitted to the Ashland Treatment Plant by fax or e-mail: Driver identification, truck/trailer I.D. numbers, load seal numbers and Certificate of Analysis for load.
- 10.2 Failure of supplier to transmit this security information prior to load arrival will

- result in rejection of the load at no cost to the City.
- 10.3 All drivers will be subject to photographs of their person and drivers' license to be archived in Water Division chemical driver security logbook.

11. **BID PROPOSAL FORM**

- 11.1 Bidders shall provide individual pricing for the following:
- 11.1.1 Delivery of bulk Sodium Hydroxide delivered to Wastewater facilities.
 - 11.1.2 Delivery of bulk Sodium Hypochlorite delivered to Wastewater facilities.
 - 11.1.3 Delivery of bulk Sodium Hypochlorite delivered to Water facilities.
 - 11.1.4 Delivery of fifty-five (55) gallon Sodium Hypochlorite containers to Water facilities located at 401 Hwy. 6, Ashland, Nebraska 68003.
 - 11.1.5 Delivery of fifteen (15) gallon Sodium Hypochlorite containers to Water facilities located at 2021 North 27th Street, Lincoln, Nebraska 68503.