

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF LIQUID FERROUS CHLORIDE (Fec12)
BID NO. 13-102
FIRST RENEWAL**

This Amendment is hereby entered into on this 14th day of March, 2014 by and between Kemira Water, 3211 Clinton Parkway, Lawrence, KS 66047 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated April 24, 2013, under E. O. No. 086031, (the "Agreement"), for The Annual Supply of Liquid Ferrous Chloride (Fec12), which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 22, 2013 through May 21, 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 22, 2014 through May 21, 2015; and

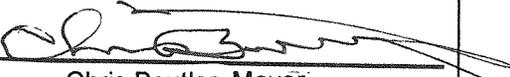
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from May 22, 2014 through May 21, 2015.
- 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>14th</u> day
of <u>March</u> 2014
 _____ Chris Beutler, Mayor

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)	Kemira Water Solutions, Inc.
By: (PLEASE PRINT)	Christina M. Addington
By: (PLEASE SIGN)	
Title:	Customer Service Manager
Company Address: (PLEASE PRINT)	4321 W 6th St.
Company Phone & Fax: (PLEASE PRINT)	Lawrence, KS 66049 (800) 879-6383 Fax (785) 842-2679
E-Mail Address: (PLEASE PRINT)	Kwsna.bids@kemira.com
Date:	2/20/14

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
LIQUID FERROUS CHLORIDE (FEC12)
BID NO. 13-102**

**Kemira Water
3211 Clinton Parkway
Lawrence, KS 66047
785.842.7424**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Kemira Water, 3211 Clinton Parkway, Lawrence, KS 66047**, 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 Liquid Ferrous Chloride (FeC12) 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, for an estimated sum of \$38,952.00 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 from May 22, 2013 to May 21, 2014 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 Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Special Provisions
 5. Instruction to Bidders
 6. Insurance Requirements
 7. Notice to Bidders
 8. 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.

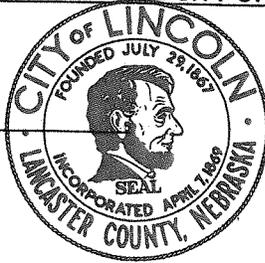
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Thomas J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive No. 086031

dated 4-24-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

Kemira Water Solutions, Inc.

Name of Corporation
3211 Clinton Parkway Court
Lawrence, Kansas 66047
(Address)

By: *[Signature]*
Duly Authorized Official
Inside 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	Public Works & Utilities, Theresa St. WW Treatment Plant
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		2400 Theresa St. Lincoln, NE 68521
Phone	(402) 441-7410			Contact	
Fax	(402) 441-6513				
Bid Number	13-102 Addendum 1	Department	Purchasing		
Title	Annual Supply of Liquid Ferrous Chloride (FeC12)	Building	Suite 200	Department	
Bid Type	Bid	Floor/Room		Building	
Issue Date	03/20/2013	Telephone	(402) 441-7428	Floor/Room	
Close Date	4/3/2013 12:00:00 PM CST	Fax	(402) 441-6513	Telephone	
Need by Date		Email	smulder@lincoln.ne.gov	Fax	
				Email	

Supplier Information

Company Kemira Water
 Address 3211 Clinton Parkway
 Lawrence, KS 66047
 Contact Judy Lafond
 Department
 Building
 Floor/Room
 Telephone 1 (785) 842-7424
 Fax 1 (785) 842-2629
 Email judy.lafond@kemira.com
 Submitted 4/2/2013 11:34:13 AM CST
 Total \$38,952.00

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Christina Addington
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	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
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	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	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
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

Line Items

#	Qty	UOM	Description	Response
1	45,000	Gallons	Liquid Ferrous Chloride (FeC12)	\$0.8656

Item Notes:
BID PER GALLON PRICE ONLY!

Supplier Notes: Kemira PIX-201

Response Total: \$38,952.00



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name City of Lincoln				Name Kemira Water			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 3211 Clinton Parkway			
City Lincoln	State NE	Zip Code 68508		City Lawrence	State KS	Zip Code 66047	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

and hold Nebraska Sales Tax Permit Number 01-

If None, State Reason

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Sharon Mueller
Authorized Signature

Asst. Purchasing Agent

Title

4/12/13
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

KEMIRA WATER SOLUTIONS, INC.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

November 1, 2012

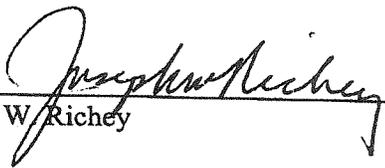
Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the members of the Board of Directors (the "*Board*") of Kemira Water Solutions, Inc., a Delaware corporation (the "*Corporation*"), waiving all required notice and right to receive material otherwise required to be furnished in connection herewith, do hereby unanimously consent to and adopt the following resolutions as the actions of the Board in lieu of a special meeting and hereby direct that this written consent to such actions be filed with the minutes of the proceedings of the Board:

WHEREAS, the Corporation desires to set forth signature authority on behalf of the Corporation related to customs and transportation matters.

NOW THEREFORE, BE IT RESOLVED, that, Christina Addington, Manuel Moreau and Tammy Yergey, (each an "*Authorized Person*"), are hereby authorized, empowered and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation product bids and product contracts as directed by the business or as the business shall require from time to time; and

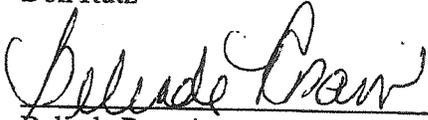
FURTHER RESOLVED, that an Authorized Person be and hereby is authorized and directed to prepare, execute, deliver and file any and all agreements, amendments, certificates, and instruments related to the Bids and to take all such actions and to do all such things, as he, in his sole discretion, deems to be necessary or desirable to effect the transactions contemplated by and to carry into effect the intent and purpose of the foregoing resolutions.

IN WITNESS WHEREOF, the foregoing resolutions shall be effective as of date first written above.



Joseph W. Richey

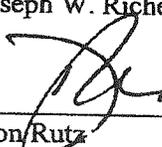
Don Rutz



Belinda Rosario

IN WITNESS WHEREOF, the foregoing resolutions shall be effective as of date first written above.

Joseph W. Richey



Don Rutz

Belinda Rosario

**SPECIFICATIONS FOR
LIQUID FERROUS CHLORIDE (FeC12)**

1. GENERAL INFORMATION

- 1.1 The intent of this bid shall be the furnishing, delivering and unloading of liquid ferrous chloride (FeC12) for the control of odors at the Theresa Street and Northeast Wastewater Treatment Facilities.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 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.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The term of this contract is for one (1) year with the option to renew for three (3) additional one (1) year terms upon mutual consent of both parties.

2. MATERIAL SPECIFICATIONS

- 2.1 Liquid Ferrous Chloride solution must meet the following minimum standards:
 - 2.1.1 Specific gravity of solution: 1.216 to 1.246 @ 68EF
 - 2.1.2 Percentage of Ferrous Chloride (FeC12): 10% minimum solution concentration.
 - 2.1.3 Percentage of Hydrogen Chloride: 0% - 0.4%.
- 2.2 The Ferrous Chloride provided shall not exceed the metal concentrations as shown below:

<u>PARAMETER</u>	<u>CONCENTRATION IN mg/l</u>
Arsenic	1.00
Cadmium	0.75
Chromium	90.00
Copper	35.00
Lead	15.00
Manganese	1,200.00
Molybdenum	20.00
Nickel	40.00
Selenium	0.20
Zinc	2.00

- 2.3 Estimated annual requirements:
 - 2.3.1 Northeast Treatment Facility: 45,000 gallons.
 - 2.3.2 Theresa Street Facility: 0 gallons (No Ferrous Chloride is currently being used.)

3. DELIVERY REQUIREMENTS

- 3.1 Deliveries shall be F.O.B. destination:
 - 3.1.1 Theresa Street Wastewater Treatment Facility, 2400 Theresa Street, Lincoln, Nebraska 68521.
 - 3.1.2 Northeast Wastewater Treatment Facility, 7000 No. 70th, Lincoln, Nebraska

68507.

- 3.2 Deliveries shall be made within three (3) days of order date.
 - 3.2.1 Owner will place orders by phone or email.
- 3.3 Materials 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.
 - 3.3.1 Storage Tank volume:
 - 3.3.1.1 Theresa Street Facility: 10,000 gallons.
 - 3.3.1.2 Northeast Facility: 12,400 gallons.
 - 3.3.2 Volume to be unloaded at any one time shall be at least one full tanker truck.
 - 3.3.3 Storage tanks are accessible by large tanker-type trucks.
- 3.4 Deliveries shall be made as follows:
 - 3.4.1 Theresa Street Facility: 5:30 p.m. to 8:30 a.m. any day of week.
 - 3.4.2 Northeast Facility: 7:00 a.m. to 3:30 p.m., Monday thru Friday.
- 3.5 Each delivery shall be accompanied by a delivery tag and certified laboratory analysis of delivered material.
 - 3.5.1 Supplier shall provide a complete lab analysis for the product at the time of initial delivery of product and on a quarterly basis thereafter.
 - 3.5.2 Owner reserves the right to reject future loads based on excessive metal concentrations and future loads will not be received until the supplier can demonstrate the quality of delivered ferrous chloride.
- 3.6 Advance notice of delivery is required.
- 3.7 Contractor shall be responsible for all spillage of chemical.
 - 3.7.1 If the owner is required to clean up spillage, the contractor will be assessed direct costs for cleanup plus \$100.00 for administrative costs.

4. **PRICING**

- 4.1 Liquid Ferrous Chloride solution shall be measured and paid by the gallon of FeC12 solution delivered and unloaded.
 - 4.1.1 This basis of payment shall be full compensation for all labor materials and equipment necessary to furnish, deliver and unload material.
 - 4.1.2 Each invoice shall be accompanied by scale tickets showing net weight of the load and documentation of the specific gravity of the chemical for that delivery.

ADDENDUM #1

Issue Date:03/26/13

SPECIFICATION NO.13-102 FOR LIQUID FERROUS CHLORIDE

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:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Can you please tell me who your current provider is and what your current price is?
- 1.a See below

Organization Lincoln
Purchasing
Bid Request # 09-093
Title Annual Supply - Liquid Ferrous Chloride
Bid Type Bid

Line	Qty	UOM	Description	Award Response	Awarded Supplier
1.0	350000	Gallons	Liquid Ferrous Chloride (FeCl ₂) BID PER GALLON PRICE ONLY!	1.3	Kemira Water

All other terms and conditions shall remain unchanged.

Sharon Mulder
Asst. Purchasing Agent