

CONTRACT DOCUMENTS

**LANCASTER COUNTY,
NEBRASKA**

**Annual Supply
High-Purity, Bulk Sodium Chloride
Piggyback City of Lincoln, Bid No. 16-191**

Contractor:

**Brenntag Great Lakes, LLC
3720 D Street
Omaha, NE 68107
402-237-9109**

**LANCASTER COUNTY
CONTRACT**

THIS CONTRACT, made and entered into by and between **Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107** hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies and equipment are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the County through local inter-governmental cooperative purchasing have chosen to participate in the contract between the City of Lincoln and Brenntag Great Lakes, LLC, for High-Purity, Bulk Sodium Chloride, Bid No. 16-191, which was prepared in accordance with the City of Lincoln's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver High-Purity, Bulk Sodium Chloride for Lancaster County Engineering, in compliance with the prices as established via the Contract between the City of Lincoln and Brenntag Great Lakes, LLC, Bid No. 16-191, executed September 30, 2016.

WHEREAS, the Contractor, in response to the County's request to participate in said contract, has submitted to the County, an offer approving County's participation under the same pricing structure, terms and conditions as the City of Lincoln and Brenntag Great Lakes, LLC, with only those exceptions stated herein; and

WHEREAS, the City of Lincoln, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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 City of Lincoln and Brenntag Great Lakes, LLC, Bid No. 16-191, a copy thereof being attached to and made a part of this Contract; and

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide High-Purity, Bulk Sodium Chloride for Lancaster County Engineering, as the County may determine.
2. Term of the Contract. The term of this contract will begin upon execution through September 29, 2020.
3. Pricing. Pricing for these services are pursuant to the Contract between the City of Lincoln and Brenntag Great Lakes, LLC, Bid No. 16-191, a copy thereof being attached to and made a part of this Contract.

The County shall order on an as-needed basis for the duration of the contract. The total cost of products or services for the County shall not exceed \$21,750.00 during the contract term without approval by the Lancaster County Board of Commissioners.

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting the County's Specifications and approval. Each location will have a separate account number and billing address. The County may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the City of Lincoln shall be made available to the County.

4. 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.
5. 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.
6. Termination. This Contract may be terminated by the following:
 - 6.1 Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2 Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 6.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide High-Purity, Bulk Sodium Chloride.
 - 6.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County 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.
7. 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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.
8. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Contract between the City of Lincoln and Brenntag Great Lakes, LLC, Bid No. 16-191.

The Contract Documents comprise the Contract, and consist of the following:

1. Copy of City of Lincoln Contract, Bid No. 16-191
2. Tax forms

This Contact Agreement together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the County 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 County do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

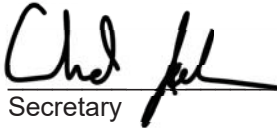
Vendor Signature Page

CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Piggyback City of Lincoln, Bid No. 16-191
Lancaster County
Brenntag Great Lakes, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary

Seal

Brenntag Great Lakes LLC

Name of Corporation

3720 D Street, Omaha, NE 68107

Address

By:

Duly Authorized Official

Nebraska / Iowa 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

Lancaster County Signature Page

**CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Piggyback City of Lincoln, Bid No. 16-191
Lancaster County
Brenntag Great Lakes, LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Tracking No. 16090041

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191**

**Brenntag Great Lakes, LLC
3720 D Street
Omaha, NE 68107
1 (402) 237-9109**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107**, 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:

High-Purity, Bulk Sodium Chloride, Bid No. 16-191

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 - for Evaporated Salt

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 estimated cost of products or services for City departments shall not exceed \$174,000.00 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. Sodium Chloride - Product Specs
 4. Addendum 1
 5. Special Provisions
 6. Specifications
 7. Instructions to Bidders
 8. Sales Tax Exemption Form 13
(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.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

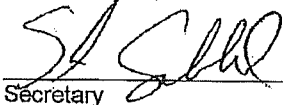
Vendor Signature Page

CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Brenntag Great Lakes, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary

Seal

Brenntag Great Lakes
Name of Corporation
3720 D. Street, Omaha, NE 68107
Address
By: Ryan Gray
Duly Authorized Official
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 Signature Page

**CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Brenntag Great Lakes, LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meyer

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

Chris Beutler, Mayor

Approved by Executive Order No. 089886

dated Sept. 30, 2016

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Street Maintenance Operations 940 W. Bond Lincoln, NE 68521
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428	Department		Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	16-191 Addendum 1	Floor/Room		Floor/Room	
Title	Annual Supply - High-Purity, Bulk Sodium Chloride	Telephone	(402) 441-7428	Telephone	
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	8/10/2016 02:00 PM (CT)	Email	smulder@lincoln.ne.gov	Email	
Close Date	8/24/2016 12:00:00 PM (CT)				
Need by Date					

Supplier Information

Company Brenntag Great Lakes, LLC
 Address 3720 D Street
 Omaha, NE 68107
 Contact Chad Johansen
 Department
 Building
 Floor/Room
 Telephone 1 (402) 237-9109
 Fax 1 (402) 731-7495
 Email cjohansen@brenntag.com
 Submitted 8/24/2016 11:22:05 AM (CT)
 Total \$174,000.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Chad Johansen

Email cjohansen@brenntag.com

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Contact	Name of person submitting this bid:	Chad Johansen
5	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
6	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
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	Electronic Signature	Please check here for your electronic signature.	Yes
10	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	600	Ton	High-Purity Sodium Chloride	\$290.00

Item Notes: Price shall be per ton. 600 ton is the approximate yearly usage.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Content of Sodium Chloride of Solar Salt	What is the content of sodium chloride as a percentage of total weight?	99.7%
2	Content of Sodium Chloride of Evaporated Salt	What is the content of sodium chloride as a percentage of total weight?	99.7%

Response Total: \$174,000.00



Certificate of Analysis

ST CLAIR US CS
 CARGILL INCORPORATED
 916 S RIVERSIDE AVE
 SAINT CLAIR MI 48079-5335
 USA

Ship to:
 BRENNTAG GREAT LAKES, LLC
 4420 N HARLEY DAVIDSON AVE
 WAUWATOSA WI 53225-4311
 USA

Material	100012546	Delivery	804507108
	TOP-FLO 50LB PA	PO Number	299230
Customer Product Code		Contract Number	
Batch	17116ACZAA	Truck/Rail/Container ID	53694
Date of Manufacture	06/20/2016		

Characteristic	Result	Unit of Measure	Min	Max	Method
Surface Moisture (%)	0.0073	%	0.0000	0.1000	Surface and Interstitial Moisture
Water Insolubles (%)	0.0019	%	0.0000	0.0200	Water Insolubles
YPS (ppm)	7.1	ppm	0.0	13.0	YPS Determination in Food Grade Salt
Ca & Mg as Ca (%)	0.0085	%			Calcium & Magnesium by EDTA Titration
NaCl (%)	99.82	%	99.70	100.00	Purity of Sodium Chloride by Difference
Bulk Density (#/cu ft)	77.5	PCF	69.0	84.0	Bulk Density Determination of Salt - 1
Sieve - USS 40 Mesh retained	28.0	%			Particle Size Distribution (Screens)
Sieve - USS 50 Mesh retained	55.9	%			Particle Size Distribution (Screens)
Sieve - Retained on Pan	2.3	%	0.0	10.0	Particle Size Distribution (Screens)
Sieve - USS 70 Mesh retained	13.8	%			Particle Size Distribution (Screens)
Sieve - USS 30 Mesh retained	0.0	%	0.0	50.0	Particle Size Distribution (Screens)
Meets Heavy Metals for FCC	PASS TEST				Heavy Metals as Lead

Results listed on the COA as typical or identified with an asterisk (*) are not tested on each batch, have not been tested for the batch, and represent values or ranges normally found in this material.

Brad_Allen@cargill.com

QA Manager

1(810)989-7532

All the above results are "Typical" based on averages from in process testing

IMPORTANT: All information provided is believed to be accurate and complete. The data provided is representative of the product quality on the date of analysis for the lot number indicated. This certificate of analysis may not include all of the constituents of the product. Persons using this information should make their own determination regarding its suitability for their particular application. This certificate of analysis shall not in any way limit or preclude the operation and effect of the applicable terms and conditions of sale.

**Addendum #1
for
Annual Supply - High-Purity, Bulk Sodium Chloride
Bid 16-191**

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:

1. The bid indicates in 3.2.1 the product must be delivered in shrink-wrapped/weather resistance bags of no less than 2,000 lbs. each.

Is bulk salt an option with this bid? Bulk comes in 25 ton increments (via hopper bottom or pneumatic trucks).

- A) We cannot accept delivery via hopper bottom or pneumatic trucks. Please accept our apologies for considering that 2,000 lb bags were considered "bulk".

All other terms and conditions shall remain unchanged.

Dated this 17th day of August, 2016.

Sharon Mulder,
Assistant Purchasing Agent

SPECIFICATIONS FOR ANNUAL SUPPLY - HIGH PURITY, BULK SODIUM CHLORIDE

1. GENERAL INFORMATION

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of High-Purity, Bulk Sodium Chloride for the City of Lincoln, Public Works & Utilities, Maintenance Operations.
- 1.2 Contractor shall submit bid documents and 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 the contract shall be one (1) year with the option to renew for three (3) additional one (1) year terms.
 - 1.4.1 The contract shall begin upon date of execution.

2. SCOPE

- 2.1 Included in the line item attributes are line items asking for the content of sodium chloride as a percentage of total weight.
 - 2.1.1 Solar Salt
 - 2.1.2 Evaporated Salt
- 2.2 Bidder may submit bids for either or both line items.
 - 2.2.1 The City will select one (1) line item from the winning bidder.
- 2.3 Product shall be delivered to Public Works & Utilities, Street Maintenance Division at 901 West Bond Street, Lincoln, NE 68521.
 - 2.3.1 Pricing shall include delivery.
- 2.4 Deliveries shall be made between the hours of 12:00 a.m. and 4:00 p.m.
- 2.5 Project Manager is Ty Barger.

3. ESTIMATED QUANTITIES

- 3.1 It is anticipated that the City will require approximately 600 tons throughout the contract period (One (1) year).
- 3.2 Estimated order/releases shall be at least 40 tons (two (2) truckloads) at a time.
 - 3.2.1 Product must be delivered in shrink-wrapped/weather resistance bags of no less than 2,000 lbs. each.
 - 3.2.2 The orders shall be filled in no more than one (1) week.

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Additional Items
Brenntag Great Lakes, LLC

This Amendment is hereby entered into by and between Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated September 30, 2016, executed under City Executive Order No. 89886, for Annual Supply - High-Purity, Bulk Sodium Chloride, Bid No. 16-191, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the contract to add Diamond Crystal® Bright & Soft® Salt Pellets, per Attachment A; and

WHEREAS, the contract total with the additional services is to remain the same; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 89886 and stated herein the parties agree as follows:

- 1) The parties wish to amend the contract to add Diamond Crystal® Bright & Soft® Salt Pellets, per Attachment A.
- 3) The contract total with the additional services is to remain the same.
- 4) All other terms of the Contract, 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 upon completion of signatures on:


Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Additional Items
Brenntag Great Lakes, LLC

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Brianne Crooks
 440 So. 8th Street, Suite 200
 Lincoln, NE 68508
 Or email to: BCrooks@lincoln.ne.gov

Company Name:	Brenntag Great Lakes, LLC
By: (Please Sign)	
By: (Please Print)	Chad Johansen
Title:	Sales Representative
Company Address:	3720 D Street, Omaha, NE 68107
Company Phone & Fax:	(402) 237-9109 P
E-Mail Address:	cjohansen@brenntag.com
Date:	11/10/2016
Contact Person for: Orders or Service	Chad Johansen
Contact Phone Number:	cjohansen@brenntag.com

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Additional Items
Brenntag Great Lakes, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk



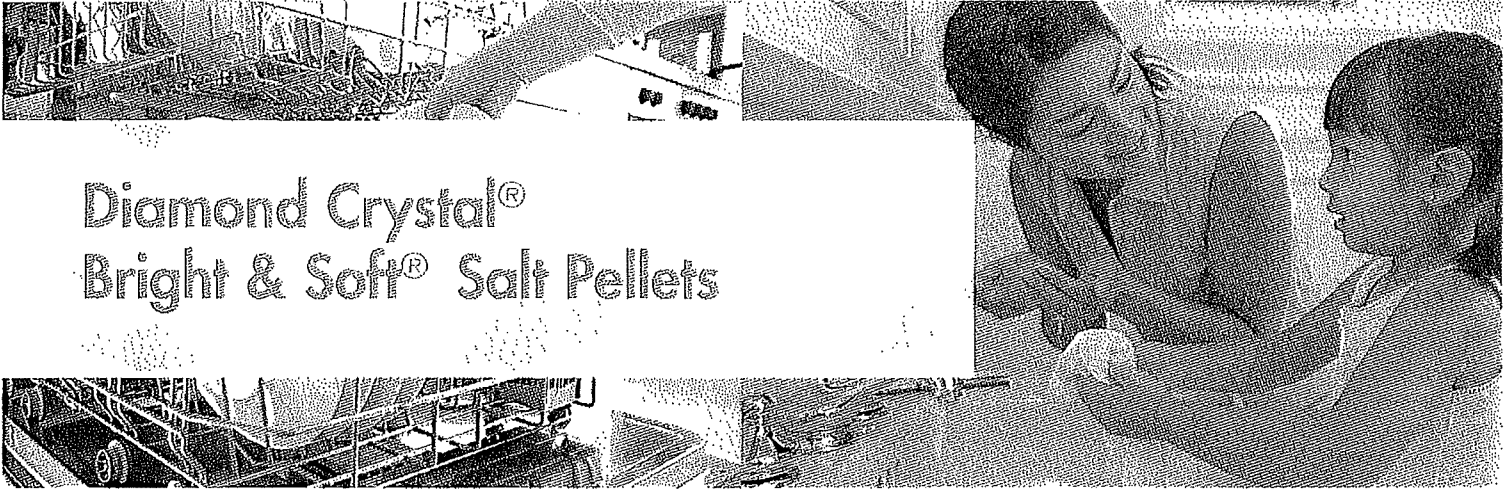
CITY OF LINCOLN, NEBRASKA

W. E. G...

Public Works and Utilities Director

Approved by Directorial Order No. 16211

dated December 1, 2016



Diamond Crystal® Bright & Soft® Salt Pellets

Why are we Bright & Soft®? When used in your water softener, our product removes hard minerals from your water, including iron, calcium, magnesium, and even barium. After our water conditioning product removes hard minerals, you have soft, bright towels to wrap around your family, shiny dishes that can be used even with your most critical guests, and longer pipe and appliance life helping you save money to spend on something more fun.

We know the advanced science of how NaCl interacts within a water softener. A truly brilliant formula: Diamond Crystal® Bright & Soft® Salt in, SOFT WATER out.

- Our patented 2-handle, 40 and 50 lb. bags make lifting and carrying easier than ever.
- Our bags are made of 50% recycled material.
- NSF certified, these pellets are recommended for most types of softeners.

Product	Item Number/ Chop Item Number	Pallet Ct.	Pallet Pattern (tiers)	Pallet Dimensions	Product & Pallet Wt.	Package Cube	Package Dimension	Gross Wt.	GTIN Individual (UPC)	GTIN Pallet
25 lb Poly Bag	100012416/100046855	100	10 tiers of 10	40x48x40	2560	.62 cu. ft.	23x13.5x3.5	25.5 lbs.	000-13600-01097-3	100-13600-01097-0
40 lb Poly Bag	100012407/100012420	63	9 tiers of 7	40x48x41	2580	1.04 cu. ft.	28.25x16x4	40.5 lbs.	000-13600-01098-0	100-13600-01098-7
50 lb Poly Bag	100012423/100012424	49	7 tiers of 7	40x48x36.5	2510	.97 cu. ft.	25.5x16.5x4	50.3 lbs.	000-13600-01100-0	100-13600-01107
60 lb Poly Bag	100012426/100012702	40	8 tiers of 5	40x48x40	2450	.92 cu. ft.	28.5x14x4	60.5 lbs.	000-13600-01101-7	100-13600-01101-4
20 kg Poly Bag	100012414/n/a	56	8 tiers of 7	40x48x40	2449	1.23 cu. ft.	30x16x4.5	20.25kg	000-13600-01095-9	100-13600-01095-6

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.



25 lb. UPC



40 lb. UPC



50 lb. UPC



60 lb. UPC



20 kg. UPC

We welcome your questions and comments.
Please call us at 1-888-385-7258 (SALT)
or visit us online at www.diamondcrystalsalt.com.

Cargill Salt
P.O. Box 5621
Minneapolis, MN 55440

**Diamond
Crystal**
A Brilliant Choice™

BRENTAG

3720 D Street
Omaha, NE 68107
Cell (402) 237-9109
Fax (402) 731-7495

November 3, 2016

City of Lincoln
949 W. Bond Street
Lincoln, NE 68521

Attn: Ty Barger

<i>Product Name</i>	<i>Product Code</i>	<i>Measure</i>	<i>Unit of Measure</i>	<i>Package</i>	<i>Price Per Unit</i>	<i>Comments</i>
DIAMOND CRYSTAL BRITE & SOFT	943031	2,000	Pound (lb)	SSack	\$0.155	SALT PELLETS

Chad Johansen - Cell (402) 237-9109

Terms: Net 30 Days

FOB: Delivered.

Note: Some drums and totes maybe subject to container deposits.

Send All Orders To:

Email: GreatLakesStPaulCSRs@Brenntag.com

Fax: (515) 265-1683

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC

This Amendment is hereby entered into by and between Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated September 30, 2016, executed under City Executive Order No. 89886, for Annual Supply - High-Purity, Bulk Sodium Chloride, Bid No. 16-191, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is September 30, 2016 through September 29, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 30, 2017 through September 29, 2018; and

WHEREAS, the expenditures for the City of Lincoln Public Works and Utilities Department - Streets for the term of this renewal shall not exceed \$170,000.00 without approval by the City of Lincoln; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 89886 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning September 30, 2017 through September 29, 2018.
- 2) The expenditures for the City of Lincoln Public Works and Utilities Department - Streets for the term of this renewal shall not exceed \$170,000.00 without approval by the City of Lincoln.
- 3) All other terms of the Contract, 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 upon completion of signatures on:

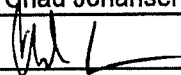
Vendor Signature Page
City Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: BCrooks@lincoln.ne.gov

Company Name:	Brenntag Great Lakes LLC
By: (Please Sign)	Chad Johansen
By: (Please Print)	
Title:	Sales Representative
Company Address:	3720 D Street, Omaha, NE 68107
Company Phone & Fax:	(402) 237-9109 Cell
E-Mail Address:	cjohansen@brenntag.com
Date:	9-8-2017
Contact Person for: "Orders or Service"	Chad Johansen
Contact Phone Number:	(402) 237-9109

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meek

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

Chris Beutler, Mayor

Approved by Executive Order No. 091123

dated 10-3-17

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC

This Amendment is hereby entered into by and between Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated September 30, 2016, executed under City Executive Order No. 89886, for Annual Supply - High-Purity, Bulk Sodium Chloride, Bid No. 16-191, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is September 30, 2016 through September 29, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by City Executive Order No. 91123 on October 3, 2017 to renew the contract for an additional one (1) year term from September 30, 2017 through September 29, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 30, 2018 through September 29, 2019; and

WHEREAS, the expenditures for the City of Lincoln Public Works and Utilities Department - Streets for the term of this renewal shall not exceed \$170,000.00 without approval by the City of Lincoln; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 89886 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning September 30, 2018 through September 29, 2019.
- 2) The expenditures for the City of Lincoln Public Works and Utilities Department - Streets for the term of this renewal shall not exceed \$170,000.00 without approval by the City of Lincoln.
- 3) All other terms of the Contract, 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 upon completion of signatures on:


Vendor Signature Page
City Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: BCrooks@lincoln.ne.gov

Company Name:	Brenntag Great Lakes, LLC
By: (Please Sign)	
By: (Please Print)	Chad Johansen
Title:	Sales Representative
Company Address:	3720 D Street, Omaha, NE 68107
Company Phone & Fax:	(402) 237-9109
E-Mail Address:	cjohansen@brenntag.com
Date:	9/17/2018
Contact Person for: "Orders or Service"	Chad Johansen
Contact Phone Number:	(402) 237-9109

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Mc...
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive Order No. 092347

dated 10-2-18

**AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Price Increase
Brenntag Great Lakes, LLC**

This Amendment is hereby entered into by and between Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated September 30, 2016, executed under City Executive Order No. 89886, for Annual Supply - High-Purity, Bulk Sodium Chloride, Bid No. 16-191, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the Contract to reflect a price increase of \$.1550 to \$.1950 per pound, per Attachment A for the remainder of the current term; and

WHEREAS, the expenditures for the City of Lincoln, Public Works and Utilities Department – Streets will increase by \$44,000.00 for the remainder of this Contract term; and

WHEREAS, the revised contract total with the price increase is to be \$214,000.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 89886, and stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to reflect a price increase of \$.1550 to \$.1950 per pound, per Attachment A for the remainder of the current term.
- 2) The expenditures for the City of Lincoln, Public Works and Utilities Department – Streets will increase by \$44,000.00 for the remainder of this Contract term.
- 3) The revised contract total with the price increase is to be \$214,000.00.
- 4) All other terms of the Contract, 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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Price Increase
Brenntag Great Lakes, LLC**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: bcrooks@lincoln.ne.gov

Company Name:	Brenntag Great Lakes LLC
By: (Please Sign)	
By: (Please Print)	Chad Johansen
Title:	Sales Representative
Company Address:	3720 D Street, Omaha, NE 68107
Company Phone & Fax:	(402) 237-9109 P
E-Mail Address:	cjohansen@brenntag.com
Date:	10/11/2018
Contact Person for Service or Orders	Chad Johansen
Contact Phone Number	(402) 237-9109

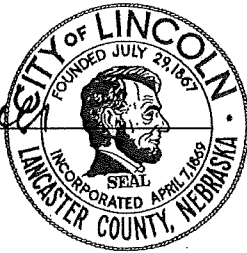
City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Price Increase
Brenntag Great Lakes, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

Mayor, Chris Beutler

Approved by Executive Order No. 092429

dated 10-24-18

ConnectingChemistry



September 17, 2018

City of Lincoln
440 South 8th Street
Suite 200
Lincoln, NE 68508

Contract # 16-191 – Proposed Price Adjustment

To Whom It May Concern:

This letter is to serve as notification of price adjustment on Contract # 16-191 High Purity, Sodium Chloride. In April we mentioned that increased freight expenses were driving up the delivered costs of this material. As we enter into the renewal period for this agreement, we are proposing adjusting the delivered price on this agreement to \$0.195 per pound to capture these market changes. This increase is linked to the current conditions that exist in the full truckload transportation market. The transportation chain of getting raw materials and products delivered, especially in full truckload quantities, has experienced availability shortages and cost increases. Compound those conditions, with a higher price barrel of oil and resulting diesel prices, fewer driver hours due to new federal mandate of electronic data logs, and an overall market shortage of trucks. As further explanation of the current conditions, we have attached a detailed trucking industry report as additional information surrounding these current market conditions.

Please feel free to contact us at (402) 237-9109 or at cjohansen@brenntag.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Johansen". The signature is fluid and cursive, with a long horizontal line extending to the right.

Chad Johansen
Sales Representative

Brenntag Great Lakes, LLC
4420 N. Harley Davidson Ave
Wauwatosa, WI 53225

Phone : 262-252-3550
Fax : 262-252-6400
E-Mail : GreatLakesMilwaukeeCSRs@brenntag.com

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC

This Amendment is hereby entered into by and between Brenntag Great Lakes, LLC, 3720 D Street, Omaha, NE 68107 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated September 30, 2016, executed under City Executive Order No. 89886, for Annual Supply – High-Purity, Bulk Sodium Chloride, Bid No. 16-191, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is September 30, 2016 through September 29, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by City Executive Order No. 91123, executed by the City on October 3, 2017, to renew the contract for an additional one (1) year term from September 30, 2017 through September 29, 2018; and

WHEREAS, the Contract was amended by City Executive Order No. 92347, executed by the City on October 2, 2018, to renew the contract for an additional one (1) year term from September 30, 2018 through September 29, 2019; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 30, 2019 through September 29, 2020; and

WHEREAS, the expenditures for the City of Lincoln, Transportation and Utilities – Maintenance Operations for the term of this renewal shall not exceed \$44,000.00 without approval by the City of Lincoln; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 89886 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning September 30, 2019 through September 29, 2020.
- 2) The expenditures for the City of Lincoln, Transportation and Utilities – Maintenance Operations for the term of this renewal shall not exceed \$44,000.00 without approval by the City of Lincoln.
- 3) All other terms of the Contract, 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 upon completion of signatures on:

Vendor Signature Page
City Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Sandy Rocke
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: srocke@lincoln.ne.gov

Company Name:	Brenntag Great Lakes, LLC
By: (Please Sign)	
By: (Please Print)	Chad Johansen
Title:	Sales Representative
Company Address:	3720 D Street, Omaha, NE 68107
Company Phone & Fax:	(402) 237-9109 Phone
E-Mail Address:	cjohansen@brenntag.com
Date:	9/12/2019
Contact Person for: "Orders or Service"	Chad Johansen
Contact Phone Number:	(402) 237-9109

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
High-Purity, Bulk Sodium Chloride
Bid No. 16-191
City of Lincoln
Renewal
Brenntag Great Lakes, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teron J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor

-- 093614

Approved by Executive Order No. _____

dated Sept. 23, 2019