

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Biosolid Field Soil Testing
Quote No. 4539**

**Midwest Laboratories
13611 B Street
Omaha, NE 68144
(402)334-7770**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Midwest Laboratories, 13611 B Street, Omaha, NE 68144**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Biosolid Field Soil Testing, Quote No. 4539** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, 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 County have 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal and Attachment A

2. The County 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 County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response/Attachment A, 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 County agencies shall not exceed \$34,508.88 during the contract term without approval by the Board of Commissioners.

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 County 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 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.
 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 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.
 7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
 8. Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.
 9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Attachment A
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Sample Analysis Sheet

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.

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing executed, making specific references to this Agreement, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners 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 Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Brilliant Behrens
County Law

The Board of County Commissioners of Lancaster,
Nebraska

Bob Schorr
Donna S. ...
...
Hudkins Absent
Raybould Absent

dated 9/24/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Midwest Laboratories, Inc
Name of Corporation
13611 B St. Omaha, Ne 68144
(Address)
By: [Signature]
Duly Authorized Official
Contracts Officer
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	Shelly Hinze, Buyer	Address		Address	
Email	rhinze@lincoln.ne.gov				
Phone	1 (402) 441-8313	Contact		Contact	
Fax	1 (402) 441-6513				
Bid Number	4539	Department		Department	
Title	Annual Requirements for Biosolid Field Soil Testing	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	08/22/2013	Telephone		Telephone	
Close Date	8/28/2013 2:00:00 PM CT	Fax		Fax	
Need by Date		Email		Email	

Supplier Information

Company	Midwest Laboratories
Address	13611 B Street
	Omaha, NE 68144
Contact	Jerome J. King
Department	
Building	
Floor/Room	
Telephone	1 (402) 334-7770
Fax	1 (402) 334-9121
Email	jking@midwestlabs.com
Submitted	8/28/2013 12:59:39 PM CT
Total	\$0.00

Signature _____

Supplier Notes

Total quote for year 1 is \$8,416.80.
 Total quote for year 2 is \$8,416.80.
 Total quote for year 3 with a 5% escalation is
 \$8,837.64.
 Total quote for yewar 4 is \$8,837.64.

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	Courier Service	Will you provide Courier Service if needed? Yes/No _____ What would the cost be to us for this service for pick up and delivery?_____.	Midwest uses UPS ARS shipping at \$8.55 per box and next day delivery. Boxes can contain up to 50 lbs.
5	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____. (d) If prices are subject to change during the term of the contract vendor acknowledge to send letter of price adjustments to the City of Lincoln/Lancaster County.	The prices are fixed for the first two (2) years and will increase 5% for the second two (2) years.
6	Test Shipping Procedure	I have typed my shipping procedure for the test on company letterhead and attached it to my Response Attachment section of the ebid as outlined in the Specifications.	Yes
7	Test Turnaround Time	The turnaround time for completing all testing for my company for the test is:	Agronomic soil parameters have 3 day TAT and heavy metals have a 5 day TAT
8	Test Standards and Methods of Testing	I have typed my Standards and Method of Testing for the test on company letterhead and attached it to my ebid in the Response Attachments section as outlined in the Specifications.	Yes
9	References	List at least 2 other customers of whom use your testing services which are similar to those being requested in this bid. List the Entity/Company Name, Contact Person, Phone Number,Address and type of testing performed.	See attached sheet
10	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
11	Contact	Name of person submitting this bid:	Jerome J King
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	30	EA	Percent solids	\$0.00
Item Notes:				
Supplier Notes: Lines 1 - 12 are covered under a special package pricing of \$150.00 per sample. Price is fixed for years 1 and 2, but will increase 5% in years 3 and 4 to a unit price of \$157.50				
2	30	EA	Zinc (total)	
Item Notes:				
Supplier Notes:				
3	30	EA	Arsenic (total)	
Item Notes:				
Supplier Notes:				
4	30	EA	Cadmium (total)	
Item Notes:				
Supplier Notes:				
5	30	EA	Copper (total)	
Item Notes:				
Supplier Notes:				
6	30	EA	Chromium (total)	
Item Notes:				
Supplier Notes:				
7	30	EA	Lead (total)	
Item Notes:				
Supplier Notes:				
8	30	EA	Mercury (total)	
Item Notes:				
Supplier Notes:				

9	30	EA	Molybdenum (total)	
			Item Notes:	
			Supplier Notes:	
10	30	EA	Nickel (total)	
			Item Notes:	
			Supplier Notes:	
11	30	EA	Selenium (total)	
			Item Notes:	
			Supplier Notes:	
12	30	EA	Digestion Solids ICP	
			Item Notes:	
			Supplier Notes:	
13	116	EA	S2, Plus Nitrate-Nitrogen	\$0.00
			Item Notes:	
			Supplier Notes: See attached bid sheet with pricing. Prices are fixed for years 1 and 2 while years 3 and 4 will see a 5% escalation for a unit price of \$21.05 per sample	
14	107	EA	Sub Soil Nitrate	\$0.00
			Item Notes:	
			Supplier Notes: See attached bid sheet with pricing. Prices are fixed for years 1 and 2 while years 3 and 4 will see a 5% escalation for a unit price of \$5.80 per sample	
15	50	EA	Soil PH	\$0.00
			Item Notes:	
			Supplier Notes: Line items 15 - 27 are included as a package and the bid pricing is attached. Prices are fixed for years 1 and 2 while years 3 and 4 will see a 5% escalation for a unit price of \$21.05 per sample	
16	50	EA	Buffer Index	
			Item Notes:	
			Supplier Notes:	

17 50 EA Excess Carbonate
Item Notes:
Supplier Notes:

18 50 EA Soluble Salts
Item Notes:
Supplier Notes:

19 50 EA Sodium extractable ppm
Item Notes:
Supplier Notes:

20 50 EA % Organic Matter
Item Notes:
Supplier Notes:

21 50 EA Nitrate Nitrogen (Analysis of Nutrient Elements in Parts per Million)
Item Notes:
Supplier Notes:

22 50 EA Phosphorus (Analysis of Nutrient Elements in Parts per Million)
Item Notes:
Supplier Notes:

23 50 EA Potassium (Analysis of Nutrient Elements in Parts per Million)
Item Notes:
Supplier Notes:

24 50 EA Magnesium (Analysis of Nutrient Elements in Parts per Million)
Item Notes:
Supplier Notes:

25 50 Ea Calcium (Analysis of Nutrient Elements in Parts per Million)

Item Notes:

Supplier Notes:

26 50 EA Actual and suggested percent of total CEC (Base Saturation)

Item Notes:

Supplier Notes:

27 50 EA Bulk Density and conversion factor of the soil

Item Notes:

Supplier Notes:

Response Total: \$0.00



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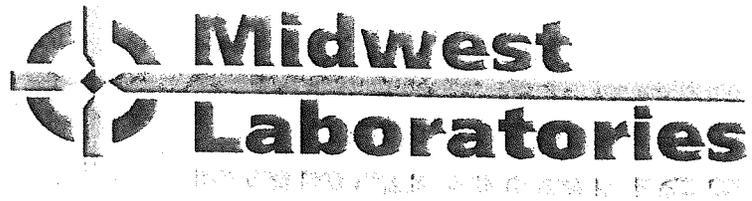
FEE PROPOSAL
City of Lincoln/Lancaster county
August 26, 2013

INDIVIDUAL PARAMETER CHARGE

Number of Samples	Nature of Samples	Analysis Requested	Method	Unit Fee
30	Soil	<u>Heavy Metals</u>		
		Total Solids	SM 2540 G	\$20.00
		Copper	EPA 6010	\$16.00
		Zinc	EPA 6010	\$16.00
		Arsenic	EPA 6010	\$16.00
		Cadmium	EPA 6010	\$16.00
		Chromium	EPA 6010	\$16.00
		Lead	EPA 6010	\$16.00
		Mercury	EPA 7471	\$45.00
		Molybdenum	EPA 6010	\$16.00
		Nickel	EPA 6010	\$16.00
		Selenium	EPA 6010	\$16.00
		Sample Prep	EPA 3050	\$20.00

Note: for a single parameter, the cost would include \$16.00 for the parameter plus a digest fee of \$20.00, plus a total solids to report on a dry basis of \$20.00 for total of \$56.00.

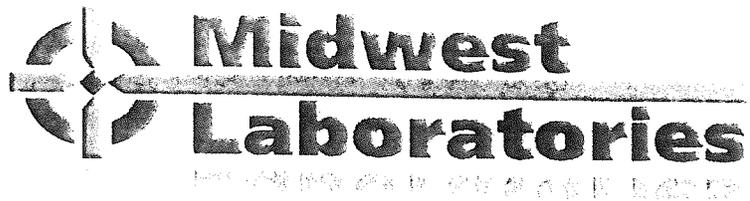
Mercury would be an exception. The cost of requesting an individual mercury would include a solids cost of \$20.00 and the analysis/prep of \$45.00 for a total of \$65.00.



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**FEE PROPOSAL
City of Lincoln/Lancaster county
August 26, 2013**

Number of Samples	Nature of Samples	Analysis Requested	Unit Fee	Extension
30	Soil	<u>Heavy Metals</u> Total Solids Copper Zinc Arsenic Cadmium Chromium Lead Mercury Molybdenum Nickel Selenium Sample Prep	\$150.00	
		SUBTOTAL - HEAVY METALS	\$150.00	\$4,500.00



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Number of Samples	Nature of Samples	Analysis Requested	Unit Fee	Extension
50	Soil	<u>S2N Package:</u> % organic matter (LOI) Available Phosphorus (P1/P2) Exchangeable Potassium Exchangeable Magnesium Exchangeable Calcium Soil pH Buffer Index Cation Exchange Capacity Percent Base Saturation of Cation Elements Soluble Salts Exchangeable Sodium Excess Lime (Carbonate) Nitrate Nitrogen Bulk Density	\$14.70	
		SUBTOTAL - S2N & Bulk Density Package	\$5.35	
			\$20.05	\$1,002.50



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Number of Samples	Nature of Samples	Analysis Requested	Unit Fee	Extension
107	Soil	Nitrate Nitrogen subsoil	\$5.50	
		SUBTOTAL - Subsoil Nitrogen	\$5.50	\$588.50
TOTAL				\$8,416.80

Midwest Project #082613a

References



13611 B Street, Omaha, Nebraska 68144 (402) 334-7770 FAX (402) 334-9121 www.midwestlabs.com

August 27, 2013

Shelly Hinze
City of Lincoln/Lancaster County

Dear Ms. Hinze,

Midwest Laboratories, Inc. is a single site facility located in Omaha, Nebraska. The laboratory, initially found in 1975, currently employs more than 125 analytical and support staff. The laboratory is certified by the State of Nebraska as a soil laboratory and has served Nebraska clients since the founding of the laboratory. Midwest has at its disposal thirteen (13) ICPs for metal analyses and is capable of analyzing in excess of 20,000 soil samples per day.

Recommendations can be obtained from one or all of the following entities which are currently clients of Midwest Laboratories. These include:

City of Omaha Gordon Anderson 5600 S 10 th St. Omaha, NE 68107 402-444-3908	City of Fremont Keith Kontor 400 E Military Fremont, NE 68025 402-727-2670
City of Littleton/Englewood Colorado Dug Graham 2900 South Platte River Dr. Englewood, CO 80110 303-783-6843	Parker Ag Mike Scharp 53036 Hwy 71 Limon, CO 80828 303-886-0572
City of Lincoln – Compost Program Karla Welding 2400 Theresa St. Lincoln, NE 68521 402-441-7867	

Respectfully,

Dr. Jerome King, Technical Director
Midwest Laboratories, Inc.
add



13611 B Street, Omaha, Nebraska 68144 (402) 334-7770 FAX (402) 334-9121 www.midwestlabs.com

City of Lincoln/Lancaster County

Bid# 4539

Sample Shipping Information:

If selected, Midwest Laboratories will supply all sampling containers, submittal forms, and shipping boxes. The sampling containers will consist of soil bags and no preservation is required.

Sample bags will be placed into the boxes along with the completed submittal forms. The UPS/ARS label is placed on the box(es) and sent via UPS to Midwest Laboratories. The UPS/ARS label can be used for boxes weighing up to 50 pounds and each UPS/ARS label cost is \$8.55. The cost of the UPS/ARS labels used is billed back to the City of Lincoln.

Method of Analyses:

1. Heavy metals in soil including copper, zinc, arsenic, cadmium, chromium, lead, molybdenum, nickel, and selenium are analyzed by EPA 6010 (ICP).
2. Total solids is by SM 2540G.
3. Mercury is analyzed by EPA 7471.
4. The soil agronomic parameters are analyzed by methods derived from the North Central Region (NCR-221) *Recommended Chemical Soil Tests Procedures*. Method summaries are as follows:

Cations – Ammonium acetate extract
Phosphate – Bray 1 and Bray 2
pH – 1:1 slurry and probe
Soluble Salts – 1:1 slurry and probe
% OM – LOI (Loss on Ignition)
Nitrate – Automated cadmium reduction

SPECIFICATIONS
ANNUAL REQUIREMENTS FOR BIO-SOLID FIELD SOIL TESTING

1. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**
 - 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Bio-Solid Field Soil Testing of fields where bio-solids are applied by liquid injection or dewatering.
 - 1.2 Bid prices shall include the entire cost of the service.
 - 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
 - 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Rachelle Hinze, Buyer (rhinze@lincolon.ne.gov) or Fax:(402)441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5 Term of the contract will be a (4) four year term upon execution of the contract.

2. **PACKAGING AND SHIPPING REQUIREMENTS**
 - 2.1 Vendor shall provide a container to be used for shipping the soil to the testing lab from the County Extension office.
 - 2.1.1 Container shall be sturdy enough to securely hold the sample from field to lab and not contaminate the soil in transit.
 - 2.2 Vendor shall list the requested procedure for securing and shipping the container from the field to the lab.
 - 2.2.1 Procedure shall be on company letterhead and attached to the Response Attachments section of the ebid.

3. **TESTING REQUIREMENTS**
 - 3.1 Two different types of tests shall be required under the proposed contract.
 - 3.2 Vendors may bid on one or both of the tests.
 - 3.3 The requested turnaround time for Test 1 will be 15 working days.
 - 3.3.1 Indicate your turnaround time for testing in the Attribute Section of the Ebid.
 - 3.4 The requested turnaround time for Test 2 will be 10 working days.
 - 3.4.1 Indicate your turnaround time for testing in the Attribute Section of the Ebid.
 - 3.5 Vendor shall list their Standards and the Method of Testing they use for each test on company letterhead and attached to the Response Attachments section of the Ebid.
 - 3.6 There are a total of approximately 30 tests performed each year for Test 1.
 - 3.6.1 The total number of tests listed is an estimate and the County will not commit to an exact number of tests per year.
 - 3.7 There are a total of approximately 50 tests performed each year for Test 2.
 - 3.7.1 The total number of tests listed is an estimate and the County will not commit to an exact number of tests per year.

4. **TEST 1 ANALYSIS OF TOTAL METALS**

- 4.1 Vendor must be able to test for the totals of the following elements:
 - 4.1.1 Percent Solids
 - 4.1.2 Zinc
 - 4.1.3 Arsenic
 - 4.1.4 Cadmium
 - 4.1.5 Copper
 - 4.1.6 Chromium
 - 4.1.7 Lead
 - 4.1.8 Mercury
 - 4.1.9 Molybdenum
 - 4.1.10 Nickel
 - 4.1.11 Selenium
 - 4.1.12 Sample Prep
- 4.2 A sample test sheet is attached to the Bid Attachment section of the Ebid.

5. **TEST 2 ANALYSIS OF SOIL PARAMETERS**

- 5.1 Vendor must be able to test the following:
 - 5.1.1 Soil pH
 - 5.1.2 Buffer Index
 - 5.1.3 Excess Carbonate
 - 5.1.4 Soluble Salts (mmhos/cm)
 - 5.1.5 Sodium Extractable ppm
 - 5.1.6 % Organic Matter
 - 5.1.7 Nitrate N (Analysis of Nutrient Elements in Parts Per Million (ppm))
 - 5.1.8 Phosphorus (Analysis of Nutrient Elements in Parts Per Million (ppm))
 - 5.1.9 Potassium (Analysis of Nutrient Elements in Parts Per Million (ppm))
 - 5.1.10 Magnesium (Analysis of Nutrient Elements in Parts Per Million (ppm))
 - 5.1.11 Calcium (Analysis of Nutrient Elements in Parts Per Million (ppm))
 - 5.1.12 Actual and suggested percent of total CEC (Base Saturation)
 - 5.1.13 Bulk Density and the Conversion Factor of the soil.
- 5.2 A sample test sheet is attached to the Bid Attachment section of the Ebid.

