

Resolution

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Laboratory Equipment and Supplies
NASPO ValuePoint Master Agreement MA 1600234-1
State of Nebraska Contract No. 14491 OC**

**Fisher Scientific
300 Industry Drive
Pittsburgh, PA 15275-1001
949-842-9685**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Fisher Scientific, 300 Industry Drive, Pittsburgh, PA 15275-1001**, hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City to join with other units of government for cooperative purchasing; and

WHEREAS, the City through local inter-governmental cooperative purchasing has chosen to participate in the contract between the State of Idaho and Fisher Scientific, NASPO ValuePoint Master Agreement MA16000234-1, effective April 3, 2016, for Laboratory Equipment and Supplies, and the participating addendum between Fisher Scientific and the State of Nebraska, Contract No. 14491 OC, effective June 24, 2016, which was prepared in accordance with the State of Idaho's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to supply and deliver Laboratory Equipment and Supplies for the City of Lincoln Public Works and Utilities - Water Department, in compliance with the prices as established via the NASPO ValuePoint Master Agreement MA16000234-1, effective April 3, 2016; and

WHEREAS, the Contractor, in response to the City's request to participate in said agreement, has submitted to the City, an offer approving City's participation under the same pricing structure, terms and conditions as the NASPO ValuePoint Master Agreement MA16000234-1, effective April 3, 2016, for Laboratory Equipment and Supplies, and the participating addendum between Fisher Scientific and the State of Nebraska, Contract No. 14491 OC, effective June 24, 2016, with only those exceptions stated herein; and

WHEREAS, the State of Idaho, 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 NASPO ValuePoint Master Agreement MA16000234-1, effective April 3, 2016, for Laboratory Equipment and Supplies, and the participating addendum between Fisher Scientific and the State of Nebraska, Contract No. 14491 OC, effective June 24, 2016, 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 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 supply and deliver Laboratory Equipment and Supplies for the City.
2. TERM OF THE AGREEMENT: The contract shall be effective upon execution through March 31, 2019.

3. PRICING: Pricing for Laboratory Equipment and Supplies will be based on the NASPO ValuePoint Master Agreement MA16000234-1, effective April 3, 2016, for Laboratory Equipment and Supplies, and the participating addendum between Fisher Scientific and the State of Nebraska, Contract No. 14491 OC, effective June 24, 2016, a copy thereof being attached 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 the City of Lincoln shall not exceed \$45,000.00 each year, for a total of \$112,500.00 during the contract term without approval.

4. 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.
5. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the City, their agents, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. 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.

7. TERMINATION: This Contract may be terminated by the following:
- 7.1 Termination for Convenience. Either party may terminate this Contract upon thirty (30) days advance written notice to the other party, for any reason. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 7.2 Termination for Cause. The City may terminate the Contract for cause if the Contractor:
- 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Laboratory Equipment and Supplies.
- 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 7.2.3 Otherwise commits a substantial breach 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 thirty (30) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within thirty (30) days from the date of notice, then the contract shall terminate.
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 NASPO ValuePoint Master Agreement MA16000234-1, effective April 3, 2016, for Laboratory Equipment and Supplies, and the participating addendum between Fisher Scientific and the State of Nebraska, Contract No. 14491 OC, effective June 24, 2016.
9. The Contract Documents comprise the Contract, and consist of the following:
1. City of Lincoln Contract Agreement
 2. NASPO ValuePoint Master Agreement MA16000234-1
 3. State of Nebraska, Contract No. 14491 OC
 4. Tax Exempt Form 13

This Contract 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 City hereby agree that all the terms and conditions of this Contract 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

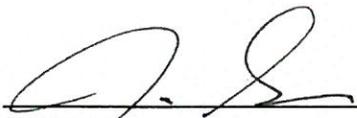
Vendor Signature Page

**Laboratory Equipment and Supplies
NASPO ValuePoint Master Agreement MA 1600234-1
State of Nebraska Contract No. 14491 OC
City of Lincoln
Fisher Scientific**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:



Secretary Seal

Fisher Scientific Company L.L.C

Name of Corporation
300 Industry Drive Pittsburgh, PA 15275

Address

By: 

Duly Authorized Official

Director, Government Contracts

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

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City of Lincoln
Fisher Scientific**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Buetler, Mayor

Approved by Resolution No. _____

dated _____