

Item
1,2,3,4 & 7

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
of
Traffic Signal Equipment
Bid No. 12-236**

**Brown Traffic Products, Inc
736 Federal Street
Suite 2312
Davenport, IA 52803
563-323-0009**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Brown Traffic Products, Inc., 736 Federal Street, Suite 2312 Davenport, IA 52803**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Annual Supply of Traffic Signal Equipment, Bid No. 12-236** 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 line items 1-4 and 7 of Contractor's Proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

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.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum No. 1
 4. Special Provisions
 5. Instructions to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E. Roush
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-87131

dated DEC 10 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST

[Signature] (SEAL)
Secretary

Brown Traffic Products, Inc.

Name of Corporation

136 Federal St Ste 2312 Danvers, Ia
(Address) 52803

By: [Signature]
Duly Authorized Official

Inside Sales Representative.
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	Purchasing	Address	Public Works & Utilities,
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		Street and Traffic
Phone	1 (402) 441-8313		Lincoln, NE 68508		Operations
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer		901 West Bond
			Purchasing		Lincoln, NE 68521
Bid Number	12-236 Addendum 1	Department		Contact	
Title	Annual Supply of Traffic Signal Equipment	Building	Suite 200	Department	
Bid Type	Bid	Floor/Room		Building	
Issue Date	08/24/2012	Telephone	(402) 441-8313	Floor/Room	
Close Date	9/7/2012 12:00:00 PM CST	Fax	(402) 441-6513	Telephone	
Need by Date		Email	rhinze@lincoln.ne.gov	Fax	
				Email	

Supplier Information

Company Brown Traffic Products, Inc
 Address 736 Federal Street
 Suite 2312
 Davenport, IA 52803
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (563) 323-0009
 Fax 1 (563) 323-8256
 Email
 Submitted 9/6/2012 2:21:13 PM CST
 Total \$125,595.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the 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 _____	(a) YES
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
8	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Contact	Name of person submitting this bid:	Cathy Jorgensen
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	40	EA	TEECO Pedestrian Detector Push Button #T-1489 (Black) that would accommodate a 5" x 7" sign with mounting holes, less the sign,	\$49.25
Item Notes:				
Supplier Notes: Teeco Safety #T-1489-BLK				
2	10	EA	Nova Tech 231 magnetic vehicle sensing unit with a 50ft. lead a single channel sensor module (201). The sensing module comes with a connecting harness and heavy duty MS connector.	\$153.50
Manufacturer: Nova Tech				
Item Notes:				
Supplier Notes: Nova Tech #231				
3	10	EA	2080 Optical Signal Processor Card with 1881 Card Cage and Wire Harness	\$1,215.00
Manufacturer: Tomar				
Item Notes:				
Supplier Notes: Tomar #2080-M4SPM				
4	20	EA	Tomar Strobecom II Detector	\$325.00
Manufacturer: Tomar Manufacturer #: 2091-SD				
Item Notes:				
Supplier Notes: Tomar #2091-SD				
5	8	EA	24" x 24" Message 1-way blank out sign with No Left Turn Symbol, LED lighted	\$2,150.00
Item Notes:				
Supplier Notes: National Sign & Signal 1 way LED BO sign-2" x 24"- No Left Turn, includes AB-0125-3-84 mounting bracket				
6	8	EA	24" x 24" 1 Message 1-way blank out sign with No Right Turn Symbol, LED lighted	\$2,150.00
Item Notes:				
Supplier Notes: National Sign & Signal 1 way LED BO sign-2" x 24"- No Right Turn, includes AB-0125-3-84 mounting bracket				

7	8	EA	2 Wire Navigator Push Button Station with Braille Sign including a central control unit, a configurator, and up to 12 push button stations and all necessary equipment needed for a full intersection	\$8,630.00
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Manufacturer: Polara 2 Manufacturer #: N29B10-B

Item Notes:

Supplier Notes: Polara EN29CB1=B/CCU2EN/EZCONFIGURATOR

This price includes 12 pushbuttons. These are actually separate items when purchased so pushbuttons can be purchased separately, etc.

Response Total:	\$125,595.00
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Addendum #1
Annual Supply of Traffic Signal Equipment
Bid No. 12-236

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. A copy of the Annual Supply contract has been added under the attachment section of the bid.

All other terms and conditions shall remain unchanged.

Dated this 5th day of August, 2012.

Shelly Hinze,
Buyer