

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF STAINLESS STEEL REPAIR CLAMPS
BID NO 12-204
SECOND RENEWAL**

This Amendment is hereby entered by and between Municipal Supply, Inc., of Nebraska, P.O. Box 2045, Hastings, NE 68902 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 10, 2012, under D. O. No. 8052, (the "Agreement"), for **The Annual Supply of Stainless Steel Repair Clamps, Bid No. 12-204**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 11, 2012 through September 10, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from September 11, 2013 through September 10, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning from September 11, 2014 through September 10, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$28,000.00 without prior approval by the City of Lincoln.

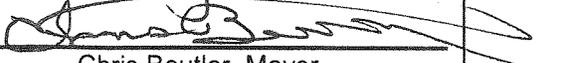
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 11, 2014 through September 10, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$28,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>18th</u> day
of <u>August</u> 2014
 <hr/> Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Municipal Supply Inc.
By: (Please Sign)	Ron Strobl
By: (Please Print)	Ron Strobl
Title: (Please Print)	Manager
Company Address: (Please Print)	1615 W. J St.
Company Phone & Fax: (Please Print)	402-462-4191 402-462-4408
E-Mail Address: (Please Print)	rstrobl@municipalsupplyinc.com
Date: (Please Print)	7-30-14
Contact Person For: "Orders or Service" (Please Print)	Ron Strobl
Phone Number: (Please Print)	402-462-4191

86363

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF STAINLESS STEEL REPAIR CLAMPS
BID NO 12-204
FIRST RENEWAL**

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This Amendment is hereby entered into on this 14 day of August, 2013 by and between Municipal Supply, Inc., of Nebraska, P.O. Box 2045, Hastings, NE 68902 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 10, 2012, under D. O. No. 8052, (the "Agreement"), for The Annual Supply of Stainless Steel Repair Clamps, Bid No. 12-204, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 21, 2012 through September 20, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning September 21, 2013 through September 20, 2014; and

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

- 1) The term of the Agreement shall be from September 21, 2013 through September 20, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

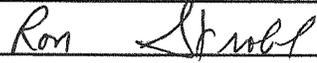
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 13th day
of August 2013


Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Municipal Supply Inc.
By: (PLEASE PRINT)	Ron Strobl
By: (PLEASE SIGN)	
Title:	Manager
Company Address: (PLEASE PRINT)	1615 W. J St. Hastings, NE
Company Phone & Fax: (PLEASE PRINT)	402-462-4191 402-462-4408
E-Mail Address: (PLEASE PRINT)	rstrobl@municipalsupplyinc.com
Date:	7-18-13

COPY

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
STAINLESS STEEL REPAIR CLAMPS
BID NO. 12-204**

**Municipal Supply, Inc. Of Nebraska
P.O. Box 2045
Hastings, NE 68902
402.462.4191**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Municipal Supply, Inc. of Nebraska, P.O. Box 2045, Hastings, NE 68902**, 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 Stainless Steel Repair Clamps, Bid No. 12-204** and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

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

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, 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 for one (1) year, with the option to renew for three (3) one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Addendum #1
 5. Specifications
 6. Special Provisions

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. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Exposito

Approved by Directorial Order No. 08052

dated SEP 10 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Municipal Supply Inc.
Name of Corporation

1615 W. J St., Hastings, NE
(Address) 68901

By: Ron Strubel
Duly Authorized Official

Branch Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	440 So. 8th Street	Address	LWS Distribution Shop
Email	smulder@lincoln.ne.gov		NE 68508		2021 North 27th
Phone	(402) 441-7410	Contact	Sharon Mulder	Contact	Lincoln, NE 68503
Fax	(402) 441-6513		Asst. Purchasing Agent		
Bid Number	12-204 Addendum 1	Department		Department	
Title	Annual Supply - Stainless Steel Repair Clamps	Building		Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	07/18/2012	Telephone	402 (441) 7428	Telephone	(402) 441 8493
Close Date	8/1/2012 12:00:00 PM CST	Fax		Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company Municipal Supply, Inc. of Nebraska
Address P.O. Box 2045

Hastings, NE 68902

Contact
Department
Building
Floor/Room

Telephone 1 (402) 462-4191

Fax 1 (402) 462-4408

Email

Submitted 7/31/2012 5:58:36 PM CST

Total \$11,176.57

Signature



Supplier Notes

All or none on bid.

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	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	2-3 weeks
4	Contact	Name of person submitting this bid:	Todd A. Speth
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Stainless Steel Repair Clamp Requirement Acknowledgement	I have read the specific requirements outlined in Section 7 of the specifications and will provide the documentation for the product I am bidding as required. I further acknowledge that failure to provide the documentation and meet the specification requirements may be cause for rejection of my bid.	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	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) a year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	
10	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
11	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
12	Electronic Signature	Please check here for your electronic signature.	5
13	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Addendum #1
Annual Supply - Stainless Steel Repair Clamps
Bid No. 12-204

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. In the specifications, line item 2.1.3 shall read: JCM instead of JAM.

All other terms and conditions shall remain unchanged.

Dated this 24th day of July, 2012.

Sharon Mulder
Asst. Purchasing Agent

Line Items

#	Qty	UOM	Description	Response
1	4	EA	3" X 15" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 3.73" - 4.00" SMITH-BLAIR 226-037515-001	\$77.00
Item Notes:				
Supplier Notes: FORD F1-400-15-SH				
2	1	EA	4" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS, RANGE: 4.74" - 5.14" SMITH BLAIR 238-048007-109	\$61.21
Item Notes:				
Supplier Notes: FORD F1-514-75-SH-CC4				
3	10	EA	4" X 15" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 4.74" - 5.14" SMITH-BLAIR 226-048015-001	\$81.44
Item Notes:				
Supplier Notes: FORD F1-514-15-SH				
4	7	EA	4" X 30" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 4.74" - 5.14" SMITH-BLAIR 226-048030-001	\$172.32
Item Notes:				
Supplier Notes: FORD F1-514-30-SH				
5	2	EA	6" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS, RANGE: 6.84" - 7.24" SMITH-BLAIR 238-069007-109	\$67.53
Item Notes:				
Supplier Notes: FORD F1-724-75-SH-CC4				

6	30	EA	6" X 15" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 6.84" - 7.24" SMITH-BLAIR 226-069015-001	\$88.69
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Item Notes:

Supplier Notes: FORD
F1-724-15-SH

7	10	EA	6" X 30" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 6.84" - 7.24" SMITH-BLAIR 226-069030-001	\$191.25
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Item Notes:

Supplier Notes: FORD
F1-724-30-SH

8	1	EA	8" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS, RANGE: 8.99" - 9.39" SMITH-BLAIR 238-090507-109	\$74.00
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Item Notes:

Supplier Notes: FORD
F1-939-75-SH-CC4

9	6	EA	8" X 15" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 8.99" - 9.39" SMITH-BLAIR 226-090515-001	\$102.89
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Item Notes:

Supplier Notes: FORD
F1-939-15-SH

10	1	EA	8" X 30" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 8.99" - 9.39" SMITH-BLAIR 226-090530-001	\$214.83
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Item Notes:

Supplier Notes: FORD
F1-939-30-SH

11	1	EA	10" X 15" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 11.04" - 11.44" SMITH-BLAIR 226-111015-001	\$126.23
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Item Notes:

Supplier Notes: FORD
F1-1144-15-SH

12	1	EA	10" X 30" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 11.04" - 11.44" SMITH-BLAIR 226-111030-001	\$246.38
Item Notes:				
Supplier Notes: FORD F1-1144-30-SH				
13	1	EA	12" X 15" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 13.10" - 13.50" SMITH-BLAIR 226-132015-001	\$140.49
Item Notes:				
Supplier Notes: FORD F1-1350-15-SH				
14	1	EA	12" X 30" FULL CIRCLE REPAIR CLAMP, SINGLE BAND. RANGE: 13.10" - 13.50" SMITH-BLAIR 226-132030-001	\$283.06
Item Notes:				
Supplier Notes: FORD F1-1350-30-SH				
15	1	EA	6" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1 1/4" CC THREADS. RANGE: 6.84" - 7.24" FORD F1-7.24 X 7.5 X CC5 XSH	\$73.02
Item Notes:				
Supplier Notes: FORD F1-724-75-SH-CC5				
16	1	EA	8" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1 1/4" CC THREADS. RANGE: 8.99" - 9.39" FORD F1-9.39 X 7.5 X CC5 XSH	\$79.48
Item Notes:				
Supplier Notes: FORD F1-939-75-SH-CC5				
17	1	EA	4" x 15" x 1" CC FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS. RANGE: 4.74" - 5.14" FORD #F1-514 X 15 X CC4 SH	\$95.50
Item Notes:				
Supplier Notes: FORD F1-514-15-SH-CC4				

18	1	EA	4" X 30" X 1" CC FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS. RANGE: 4.74" - 5.14" FORD #F1-514 X 30 X CC4 SH	\$191.19
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Item Notes:

Supplier Notes: FORD
F1-514-30-SH-CC4

19	1	EA	6" X 15" X 1" CC FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS. RANGE: 6.84" - 7.24" FORD #F1-724 x 15 x CC4 SH	\$107.54
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Item Notes:

Supplier Notes: FORD
F1-724-15-SH-CC4

20	1	EA	6" x 30" x 1" CC FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS. RANGE: 6.84" - 7.24" FORD #F1-724 X 30 X CC4 SH	\$210.10
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Item Notes:

Supplier Notes: FORD
F1-724-30-SH-CC4

21	1	EA	8" X 15" X 1" CC FULL CIRCLE REPAIR CLAMPS; SINGLE BAND TAPT W/1" CC THREADS. RANGE: 8.99" - 9.39" FORD #F1-939 X 15 X CC4 SH	\$121.75
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Item Notes:

Supplier Notes: FORD
F1-939-15-SH-CC4

22	1	EA	8" X 30" X 1" CC FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS RANGE: 8.99" - 9.39" FORD #F1-939 X 30 X CC4 SH	\$227.19
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Item Notes:

Supplier Notes: FORD
F1-939-30-SH-CC4

23	1	EA	10" X 30" X 1" CC FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1" CC THREADS RANGE: 11.04" - 11.44" FORD #F1-1144 X 30 X CC4 SH	\$265.24
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Item Notes:

Supplier Notes: FORD
F1-1144-30-SH-CC4

24	1	EA	6" x 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1 1/2" CC THREADS. RANGE: 6.84" - 7.24" FORD F1-7.24 X 7.5 X CC6 XSH	\$73.02
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Item Notes:

Supplier Notes: FORD
F1-724-75-SH-CC6

25	1	EA	8" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/1 1/2" CC THREADS. RANGE: 8.99" - 9.39" FORD: F1-9.39 X 7.5 X CC6 XSH	\$79.48
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Item Notes:

Supplier Notes: FORD
F1-939-75-SH-CC6

26	1	EA	6" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/2" CC THREADS. RANGE: 6.84" - 7.24" FORD F1-7.24 X 7.5 X CC7 XSH	\$78.88
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Item Notes:

Supplier Notes:

FORD
F1-724-75-SH-CC7

27	1	EA	8" X 7 1/2" FULL CIRCLE REPAIR CLAMP, SINGLE BAND TAPT W/2" CC THREADS. RANGE: 8.99" - 9.39" FORD F1-9.39 X 7.5 X CC7 XSH	\$85.33
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Item Notes:

Supplier Notes: FORD
F1-939-75-SH-CC7

28	1	EA	16" X 30" FULL CIRCLE REPAIR CLAMP, TRIPLE SECTION. RANGE: 17.10" - 18.30"	\$688.41
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Item Notes:

Supplier Notes: FORD
FS3-1830-30

Response Total: \$11,176.57

**SPECIFICATIONS
STAINLESS STEEL REPAIR CLAMPS
(Lincoln Water System)**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 These specifications are for Stainless Steel Repair Clamps for use in the repair of City of Lincoln's water distribution system piping.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. BRAND NAMES

- 2.1 In an effort to minimize inventory of parts and to standardize material within the Lincoln Water System, the following materials are the only materials which will be accepted for Lincoln Water System installations:
 - 2.1.1 Smith Blair 226 Full Circle Clamp
 - 2.1.2 Ford Style F1
 - 2.1.3 JAM Style 101

3. DEMONSTRATIONS/SAMPLES

- 3.1 Samples of alternates must be tested and approved by the Lincoln Water System one (1) year in advance of bidding.
 - 3.1.1 Samples approved for use within the Lincoln Water System will be included in the list of acceptable material for subsequent bids.
 - 3.1.2 The approval of material for use within Lincoln Water System is vested solely with the City of Lincoln.
 - 3.1.2.1 The City of Lincoln shall determine equivalency based on testing.
- 3.2 All samples shall be delivered to:
 - Lincoln Water System
 - Distribution Shop
 - 2021 North 27th St.
 - Lincoln, Nebraska 68503

4. BIDDING PROCEDURE

- 4.1 If any of the Manufacturers have changed specifications to the parts listed in the Line Items of this bid since 2010, bidder must submit with the bid, without charge, one (1) set of drawings and other information indicating:
 - 4.1.1 The manufacturer.
 - 4.1.2 The principal dimensions, weight, materials of construction and pressure ratings.
 - 4.1.3 Where catalog sheets are submitted, the applicable information must be clearly indicated by circling each item or otherwise clearly indicating the pertinent information on each page submitted.
 - 4.1.4 Vendor shall attach this documentation to the Supplier Response section of their

- Enid response.
- 4.2 Vendor shall attach Technical Specifications indicating compliance with specifications or exceptions to specifications in the Response Attachment section of the Enid response.
5. **DELIVERY**
- 5.1 Unit bid prices shall include all delivery costs, including shipping charges and unloading time, at the following delivery point:
Lincoln Water System
Distribution Shop
2021 North 27th Street
Lincoln, Nebraska 68503
- 5.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on the normal City of Lincoln workdays.
6. **ACCEPTANCE OF MATERIAL**
- 6.1 Orders may be placed on a standard Purchase Order issued by Purchasing or by telephone directly by Lincoln Water System employees.
6.1.2 In any event, all orders will be assigned an order number.
- 6.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 6.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 6.4 With the completion of an order, Contractor shall furnish to the City of Lincoln affidavits from the manufacturer(s) that all material supplied fully conform to the standards listed in and the supplementary specifications and all test requirements have been met.
7. **STAINLESS STEEL REPAIR CLAMP REQUIREMENTS**
- 7.1 Stainless steel repair clamps shall meet the following requirements:
7.1.1 The clamp shall consist of Type 304 stainless steel band complete with:
Tapered ends, a full length, one-piece gridded rubber gasket
Ductile iron lugs
Stainless steel closure bolts
- 7.2 Type 304 stainless steel bolts and nuts.
- 7.3 Ductile iron lugs shall have a corrosion resistant epoxy coating as recommended by the manufacturer.
- 7.4 The rubber gasket shall be Nitrile (Buna-N) and formulated to be compounded to resist hydrocarbon compound oils, acids and alkalines.
- 7.5 Repair clamps shall be ordered in lengths of 7.5", 15" and 30" as shown on the bid proposal form.
- 7.6 Repair clamps shall be sized to fit both pit cast and centrifugally cast iron pipe.
- 7.7 Clamp and lug shall be designed to be of the drop-in bolt design to accommodate the replacement of a single bolt.
8. **TERM OF THE CONTRACT**
- 8.1 The term of the contract shall be for one (1) year with the option to renew for three (3) additional one (1) year terms.