

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF TRAFFIC CAMERAS
BID NO. 12-254
SECOND RENEWAL**

This Amendment is hereby entered into by and between Halifax Security, Inc., 301 Drum Point Road, Brick, NJ 08723 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 26, 2012, under D. O. No. 08409, (the "Agreement"), for The Annual Supply of Traffic Cameras, Bid No. 12-254, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 26, 2012 through November 25, 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 November 26, 2013 through November 25, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning November 26, 2014 through November 25, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$34,000.00 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 November 26, 2014 through November 25, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$34,000.00 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.

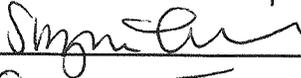
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>16th</u> day of <u>October</u> 2014  <hr style="width: 100%;"/> Chris Beutler, Mayor
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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)	Halifax Security Inc DBA North American
By: (Please Sign)	 Video
By: (Please Print)	Suzanne Thomas
Title: (Please Print)	Bid officer
Company Address: (Please Print)	301 Drum Point Rd Brick NJ 08723
Company Phone & Fax: (Please Print))	732-477-0686 ex 21 732-477-0329 Fax
E-Mail Address: (Please Print)	SuzanneT@NavCCTV.com
Date: (Please Print)	9/23/14
Contact Person For: "Orders or Service" (Please Print)	Suzanne Thomas
Phone Number:	732- 477-0686 ex 21

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF TRAFFIC CAMERAS
BID NO. 12-254
FIRST RENEWAL**

This Amendment is hereby entered into on this 12th day of November, 2013 by and between Halifax Security, Inc., 301 Drum Point Road, Brick, NJ 08723 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 26, 2012, under D. O. No. 08409, (the "Agreement"), for The Annual Supply of Traffic Cameras, Bid No. 12-254, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 26, 2012 through November 25, 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 renew the agreement for an additional one (1) year term beginning November 26, 2013 through November 25, 2014; and

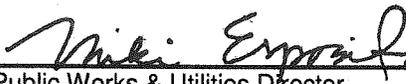
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from November 26, 2013 through November 25, 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 <u>3rd</u> day
of <u>December</u> 2013
 _____ Public Works & Utilities Director

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)	Halifax Security Inc DBA North American Video
By: (PLEASE PRINT)	Suzanne Thomas
By: (PLEASE SIGN)	
Title:	Bid Officer
Company Address: (PLEASE PRINT)	301 Drum Point Rd Brick NJ 08723
Company Phone & Fax: (PLEASE PRINT)	732-477-0686 ex 21 732-477-0329
E-Mail Address: (PLEASE PRINT)	SuzanneT@NavCCTV.com
Date:	11/12/13

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY OF
Traffic Cameras
Bid No. 12-254**

**Halifax Security Inc.
301 Drum Point Road
Brick, NJ 08723
732-477-0686**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Halifax Security Inc., 301 Drum Point Road, Brick, NJ 08723**, 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 Cameras, Bid No. 12-254** 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. The term of the Contract shall be a one (1) year term, with an option to renew for an additional three (3), one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Sales Tax Exemption Form 13

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:

City Clerk

John E Ross



CITY OF LINCOLN, NEBRASKA

Public Works and Utilities Director

Miki Espinoza

Approved by Directorial Order

08409

dated

November 26, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

[Signature]

(SEAL)

Halifax Security Inc

Name of Corporation

301 Drum Point Rd Brick, NJ 08723

(Address)

By:

Duly Authorized Official

Bid 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

Bid Creator Sharon R. Mulder Asst
 Purchasing Agent
 Email smulder@lincoln.ne.gov
 Phone (402) 441-7410
 Fax (402) 441-6513

 Bid Number 12-254
 Title Annual Supply of Traffic
 Camera
 Bid Type Bid
 Issue Date 10/12/2012
 Close Date 10/26/2012 12:00:00 PM CST
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Sharon R. Mulder Asst
 Purchasing Agent
 Purchasing
 Department
 Building
 Suite 200
 Floor/Room
 Telephone (402) 441-7428
 Fax (402) 441-6513
 Email smulder@lincoln.ne.gov

Ship to Information

Address Public Works & Utilities,
 Engineering Services
 901 West Bond Suite
 100
 Lincoln, NE 68521
 Contact Dave Bernt
 Engineering Services
 Department
 Building
 Floor/Room
 Telephone (402) 441-6576
 Fax
 Email

Supplier Information

Company halifax security inc
 Address 301 drum point rd

 brick, NJ 08723
 Contact suzanne thomas
 Department
 Building
 Floor/Room
 Telephone 1 (732) 477-0686 21
 Fax 1 (732) 477-0329
 Email suzannet@navcctv.com
 Submitted 10/26/2012 10:35:16 AM CST
 Total \$22,550.00

Signature _____

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	SUZANNE THOMAS
5	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
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) 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 _____	SUZANNE THOMAS
9	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
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	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	5-7 DAYS ARO UNLESS BACK ORDERED
12	Warranty	I acknowledge that I have attached our warranty information in the response attachment section of the bid.	Yes
13	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

14 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	10	EA	PTZ Dome Network Camera	\$2,216.00

Manufacturer: AXIS Manufacturer #: P5534-E

Item Notes:
PTZ Camera with a smoked dome
IP66 and NEMA 4X-rated
18x optical zoom
HDTV 720p, day/night
H.264, and high power over Ethernet (IEEE 802.3at) or approved equivalent.
Please attach specifications of the equivalent you are bidding in the response attachment section of the bid.

Supplier Notes: bidding axis 0316-004

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer & Model Number	What is the manufacturer and model number of the item you are bidding?	axis 0316-004 p5534-E

2	10	EA	Pendant Mount	\$39.00
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Manufacturer: AXIS Communications Manufacturer #: 5502-431

Item Notes:
Pendant mount shall be a 1.5 inch NPT thread adapter for pendant mount
Connects to mounts with 1.5 inch NPT thread.
Please attach specifications of the equivalent you are bidding in the response attachment section of the bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer & Model Number	Please provide the manufacturer and model number of the item you are bidding.	axis 5502-431

Response Total: \$22,550.00



3 YEAR LIMITED HARDWARE WARRANTY

Warranty Coverage

Axis Communications AB's ("Axis") warranty obligations are limited to the terms set forth below:

Axis warrants the original purchaser that the Axis Network Video Product, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of three (3) years from the date of the original purchase ("Warranty Period"). This warranty also applies for power supply, stand, camera housing and Power over Ethernet midspan/splitter, if included with the Axis Network Video Product on the date of the original purchase.

Notwithstanding the above, the Warranty Period shall be limited to a period of (i) one (1) year from the date of the original purchase for moving parts and image sensors in Axis Network Video Products (including, but not limited to, fans, shutters, zoom mechanics, hard disc, camera CCD and CMOS sensors, microbolometers, electrical slip ring contacts, pan/tilt and lens motors, DC-Iris, P-Iris and lens assemblies), (ii) three (3) months from the date of the original purchase for PTZ Network Cameras and PTZ Dome Network Cameras (not including Q-Line PTZ Dome Network Cameras, AXIS 232D+ and AXIS 233D Network Dome Cameras) which are at any time used in continuous motion applications (i.e. sequence mode and guard tour). For clarification, if said products in this section (ii) are not at any time used in continuous motion applications, the original hardware warranty of three (3) years will apply.

The original purchaser shall without undue delay notify Axis of any defect which appears according to Axis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt from an authorized retailer/distributor with the date of the original purchase must be presented to obtain warranty service. If a valid claim is received within the Warranty Period, the sole remedy of the original purchaser and Axis' sole and exclusive liability shall be limited to, at Axis sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is exchanged the replacement hardware becomes the property of the original purchaser and all hardware or part thereof that is replaced shall become the property of Axis.

This Limited Warranty is applicable in all countries and may be enforced by contacting Axis support worldwide, for more information please visit our web site www.axis.com

Exclusions and Limitations

This warranty does not apply (i) if the product has been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the product or (b) carried out with Axis' prior consent in writing, (ii) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from Axis, (iii) to cosmetic damages, (iv) if the product has been tampered with, (v) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (vi) if the product has had the model or serial number altered, defaced or removed, (vii) to consumables (such as batteries) (viii) to products that have been purchased "as is" and Axis, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product, (ix) to any non-Axis hardware product or any software (irrespective of packaged or sold with an Axis hardware product) and Axis products purchased from an unauthorized distributor/reseller, (x) to damage that occurs in shipment or from improper storage or transportation, (xi) to damages by any other causes not related to defective design, workmanship and/or materials.

NOTE:

- If the product is to be used outdoors or in dusty, humid, or other hostile environments, it must be suitably protected.
- Further, camera products specifically, must be protected, whether in use or not, from exposure to direct sunlight or halogen light – which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.
- For camera products supplied without a lens, extreme care should be used when mounting a lens on these products. Damage to the product due to incorrectly mounted lenses will invalidate this limited hardware warranty.
- Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER AXIS NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE AXIS PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, AXIS' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law

- This Limited Warranty is governed by and construed under the laws of Sweden.
- This Limited Hardware Warranty may be subject to Axis' change at any time without prior notice. However, shipments effectuated before the date of such change will not be affected by the change.

**SPECIFICATIONS FOR
MONITORING CAMERAS
AND RELATED EQUIPMENT**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for monitoring cameras and related equipment.
- 1.2 Bid prices shall include the entire cost of the described pieces of equipment and any other equipment or hardware necessary to meet these specifications as described herein.
- 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 written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.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.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. EQUIPMENT TECHNICAL REQUIREMENTS

- 2.1 AXIS P5534-E PTZ shall be a PTZ camera with a smoked dome, IP66 and NEMA 4X-rated, 18x optical zoom, HDTV 720p, day/night, H.264, and High Power over Ethernet (IEEE 802.3at) or approved equivalent.
- 2.1 Pendant mount shall be a 1.5 inch NPT thread adapter for pendant mount.
 - 2.1.1 For connecting to mounts with 1.5 inch NPT thread. Part no: 5502-431 or approved equivalent.

3. WARRANTY

- 3.1 Manufacturer's warranty shall apply.
- 3.2 Vendor shall be responsible for all repairs, including parts, labor, and shipping during this warranty period.
- 3.3 One (1) copy of the manufacturer's standard warranty shall be furnished with the bid.

4. ACCEPTANCE OF MATERIAL

- 4.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.
 - 4.1.1 Orders may be placed by telephone directly by Lincoln Traffic Engineering.
 - 4.1.2 In any event, all orders will be assigned an order number.
- 4.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, *shall carry the order number assigned by the City of Lincoln.*
- 4.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 4.4 If asked, the Contractor shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these material specifications.

5. DELIVERY

- 5.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading time, at the following delivery point:
 - Engineering Services
 - Attn: Dave Bernt
 - 901 West Bond, Suite 100
 - Lincoln, NE 68521
- 5.2 Deliveries shall be made between the hours of 8 a.m. and 4 p.m. on normal City of Lincoln working days.

6. **TERMS OF AGREEMENT**

6.1 Term of agreement shall be one (1) year, *November 1, 2012 through October 31, 2013*; with option to renew for three (3) additional one (1) year terms.