

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF MUELLER FIRE HYDRANT PARTS
BID NO: 13-298
FIRST RENEWAL**

This Amendment is hereby entered into by and between Lincoln Winwater Works Company, 515 NW 27th Street, Suite 2, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated October 24, 2013, under D. O. No. 10207, (the "Agreement"), for The Annual Supply of Mueller Fire Hydrant Parts, Bid No. 13-298, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 7, 2013 through November 6, 2014, 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 7, 2014 through November 6, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 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 7, 2014 through November 6, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 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>2nd</u> day
of <u>October</u> 2014
 <hr/> 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)	<i>Lincoln Winwater</i>
By: (Please Sign)	<i>Nate Kollars</i>
By: (Please Print)	<i>Nate Kollars</i>
Title: (Please Print)	<i>Sales Rep</i>
Company Address: (Please Print)	<i>515 NW 27th St, Ste 2 Lincoln NE 68528</i>
Company Phone & Fax: (Please Print)	<i>402 438 2988 402 438 2992</i>
E-Mail Address: (Please Print)	<i>n.kollars@winwaterworks.com</i>
Date: (Please Print)	<i>7-22-14</i>
Contact Person For: "Orders or Service" (Please Print)	<i>Nate Kollars</i>
Phone Number:	<i>402 438 2988</i>

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Mueller Fire Hydrant Parts
Bid No. 13-298**

**Lincoln Winwater Works Company
515 NW 27th Street, Suite 2
Lincoln, NE 68528
(402)438-2988**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Lincoln Winwater Works Company, 515 NW 27th Street, Suite 2, Lincoln, NE 68528**, 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 Mueller Fire Hydrant Parts, Bid No. 13-298** 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:

The 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. The total cost of products or services for City departments shall not exceed \$15,000.00 during the contract term without approval.

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 November 7, 2013 through November 6, 2014. The term of the Contract shall be a one (1) year term, with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier 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

Sandy L. Dube

Deputy



CITY OF LINCOLN, NEBRASKA

Travis Egan
Public Works and Utilities Director

Approved by Directorial Order 10207

dated October 24, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Lincoln Winwater
Name of Corporation

515 NW 27th St. Ste 2. Lincoln NE 68. 6
(Address)

By: *Nathan Koller*
Duly Authorized Official

Customer Service
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	Purchasing\City & County 440 S. 8th St. Lincoln,, NE 68508	Address	Lincoln Water System Distribution Shop 2021 North 27th Lincoln, NE 68503
Email	smulder@lincoln.ne.gov	Contact	Asst. Purchasing Agent Sharon Mulder	Contact	LWS Distribution Shop
Phone	(402) 441-7410	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	13-298	Floor/Room		Floor/Room	
Title	Annual Supply of Mueller Fire Hydrant Parts	Telephone	1 (402) 441-7428	Telephone	(402) 441 8493
Bid Type	Bid	Fax	1 (402) 441-6513	Fax	
Issue Date	09/27/2013	Email	smulder@lincoln.ne.gov	Email	
Close Date	10/11/2013 12:00:00 PM CT				
Need by Date					

Supplier Information

Company Lincoln Winwater Works Company
 Address 515 NW 27th Street
 Suite 2
 Lincoln, NE 68528

Contact
 Department
 Building
 Floor/Room

Telephone 1 (402) 4382988
 Fax 1 (402) 4382992
 Email

Submitted 10/10/2013 5:35:33 PM CT
 Total \$13,197.20

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

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:	Nate Kollars
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	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 _____	a.Yes b.No
8	Page 2 and 3 - Line Items	Please note that there is a page 2 and 3 of Line Items that you must complete as part of your bid.	Yes
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	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
11	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
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	10	EA	A-301 5" Safety Flange Repair Kit	\$113.40
			Manufacturer: 5" Mueller 107 Open Left Fire Hydrant	
			Item Notes:	
			Supplier Notes:	
2	10	EA	H-112 Operating Screw	\$50.00
			Manufacturer: 5" Mueller 107 Open Left Fire Hydrant	
			Item Notes:	
			Supplier Notes:	
3	10	EA	H-113 Operating Screw Seal	\$2.00
			Manufacturer: 5" Mueller 107 Open Left Fire Hydrant	
			Item Notes:	
			Supplier Notes:	
4	10	EA	H-114 Anti-friction Washer	\$9.00
			Manufacturer: 5" Mueller 107 Open Left Fire Hydrant	
			Item Notes:	
			Supplier Notes:	
5	10	EA	H-115 Stem Nut	\$75.00
			Manufacturer: 5" Mueller 107 Open Left Fire Hydrant	
			Item Notes:	
			Supplier Notes:	
6	10	EA	H-116 Operating Screw Bearing	\$30.00
			Manufacturer: 5" Mueller 107 Open Left Fire Hydrant	
			Item Notes:	
			Supplier Notes:	

7	10	EA	H-117 Bearing Seal	\$5.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
8	50	EA	H-59 Bonnet Gasket	\$7.50
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
9	50	EA	H-120 Stem Nut Seal	\$3.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
10	50	EA	H-121 Wiper Ring	\$2.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
11	2	EA	H-123 Upper Stem	\$40.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
12	2	EA	H-124 Upper Stem Seal	\$2.50
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

13	100	EA	H-126 Stem Pin	\$6.25
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
14	5	EA	H-68 Pumper Nozzle Gasket	\$5.60
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
15	10	EA	H-72 Hose Nozzle Gasket	\$3.50
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
16	10	EA	H-125 Safety Stem Coupling	\$37.50
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
17	20	EA	H-136 Clevis Pin	\$6.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
18	10	EA	H-76 Safety Flange Gasket	\$7.25
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

19	10	EA	H-77 Safety Flange	\$43.25
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
20	20	EA	H-137 Cotter Pin	\$1.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
21	10	EA	H-133 Seat Ring Seal	\$5.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
22	10	EA	H-134 Drain Valve Seal	\$10.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
23	10	EA	H-135 Lower Stem Seal	\$3.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
24	20	EA	H-129 Main Valve	\$40.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

25	10	EA	H-131 Lock Washer	\$3.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
26	5	EA	H-91 Cap Nut	\$23.50
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
27	5	EA	190352 Extension Coupling	\$38.00
Manufacturer: 5" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
28	5	EA	175523-1 Extension Flange	\$41.00
Manufacturer: 5				
Item Notes:				
Supplier Notes:				
29	4	EA	A-300 4" Safety Flange Repair Kit	\$110.00
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
30	1	EA	175522 Extension Flange	\$40.00
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

31	4	EA	H-76 Safety Flange Gasket	\$7.50
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
32	4	EA	H-77 Safety Flange	\$40.00
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
33	4	EA	H-129 Main Valve	\$30.00
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
34	8	EA	H-133 Seat Ring Seal	\$4.00
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
35	8	EA	H-59 Bonnet Gasket	\$7.50
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
36	2	EA	H-123 Upper Stem	\$40.00
Manufacturer: 4" Mueller 107 Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

37	1	EA	A-1 Operating Nut	\$150.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
38	5	EA	A-3 Hold Down Nut O-Ring	\$3.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
39	1	EA	A-4 Hold Down Nut Pre 1988 Model	\$51.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
40	10	EA	A-5 Bonnet O-Ring	\$6.75
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
41	20	EA	A-6 Anti-Friction Washer	\$2.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
42	1	EA	A-7 Oil Plug	\$2.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

43	10	EA	A-10 Bonnet O-Ring	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
44	10	EA	A-10 Bonnet Flat Gasket Pre-1997 Model	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
45	4	EA	A-11 Upper Stem 27 1/2"	\$105.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
46	4	EA	A-11 Upper Stem 28 1/2" Older Model	\$105.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
47	8	EA	A-12 Stem O-Ring	\$3.40
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
48	4	EA	A-13 Nozzle Lock	\$1.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

49	4	EA	A-15 Pumper Nozzle Gasket	\$5.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
50	4	EA	A-16 Pumper Nozzle O-Ring	\$3.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
51	4	EA	A-19 Hose Nozzle Gasket	\$3.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
52	4	EA	A-20 Hose Nozzle O-Ring	\$3.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
53	50	EA	A-22 Cap Chain	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
54	50	EA	A-23 Chain Ring	\$1.25
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

55	20	EA	A-27 Safety Flange O-Ring	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
56	20	EA	A-27 Safety Flange Flat Gasket pre 1997 Model	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
57	10	EA	A-33 Stem Pin	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
58	2	EA	A-34 Drain Valve Facing	\$5.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
59	4	EA	A-35 Drain Valve Screw	\$1.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
60	1	EA	A-36 Upper Valve Plate	\$150.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

61	10	EA	A-38 Drain Ring Housing O-Ring	\$7.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
62	10	EA	A-38 Drain Ring Housing Square Gasket pre 1997 Model	\$9.45
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
63	10	EA	A-39 Seat Ring Top O-Ring	\$3.75
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
64	1	EA	A-40 Drain Ring Housing	\$105.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
65	1	EA	A-41 Drain Ring Housing Bolt and Nut pre 1997 Model	\$5.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
66	1	EA	A-42 Drain Ring	\$90.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

67	1	EA	A-43 Seat Ring	\$200.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
68	10	EA	A-44 Seat Ring Bottom O-Ring	\$3.75
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
69	10	EA	A-45 Reversible Main Valve	\$70.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
70	10	EA	A-45 Non-reversible Main Valve pre 1997 Model	\$70.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
71	2	EA	A-46 Lower Valve Plate For Reversible Main Valve	\$22.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
72	2	EA	A-46 Lower Valve Plate for Non-reversible Main Valve	\$18.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				

73	4	EA	A-47 Cap Nut Seal	\$2.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
74	10	EA	A-48 Lock Washer	\$4.50
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
75	4	EA	A-49 Lower Valve Plate Nut	\$20.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
76	2	EA	A-84 Hold Down Nut	\$65.00
Manufacturer: 5 1/4" Mueller Super Centurion Open Left Fire Hydrant				
Item Notes:				
Supplier Notes:				
77	8	EA	A-85 Weather Seal	\$8.00
Manufacturer: 5 1/4"				
Item Notes:				
Supplier Notes:				
78	24	EA	A-51, Part #280354 10.5 oz. Hydrant Oil with Spout Cap Bottle	\$9.50
Item Notes:				
Supplier Notes:				
79	12	EA	A-311, 1-1/2" Pentagon Hydrant Wrench	\$36.25
Item Notes: For Mueller Super Centurion fire hydrant				
Supplier Notes:				

80	1	EA	Percent Off kindred items will be priced at current year, 2007, catalog.	5.00%
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Item Notes:

Supplier Notes:

Response Total:	\$13,197.20
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SPECIFICATIONS
MUELLER FIRE HYDRANT PARTS
(Lincoln Water System)

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 These specifications are for Mueller Fire Hydrant Parts for use by the City of Lincoln's water distribution system.
- 1.2 The City intends to enter into a contract for one (1) year with the option to renew for three (3) additional one (1) year terms starting November 7, 2013 to November 6, 2014.
- 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.
 - 1.4.4 Bids received after the time and date established for receiving bids will be rejected.

2. DELIVERY

- 2.1 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
- 2.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on the normal City of Lincoln workdays.

3. ACCEPTANCE OF MATERIAL

- 3.1 Orders may be placed on a standard Purchase Order issued by Purchasing or by telephone directly by Lincoln Water System employees.
 - 3.1.2 In any event, all orders will be assigned an order number.
- 3.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 3.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 3.4 With the completion of an order, Contractor may be requested to furnish to the City of Lincoln affidavits from the manufacturer(s) that all material supplied fully conform with the specifications and industry standards.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspeg/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**Advertise 1 time
Friday, September 27, 2013**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, October 11, 2013** for providing the following:

**Annual Supply of Mueller Fire Hydrant Parts
Bid No. 13-298**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration") Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7428, or (402) 441-7417.