

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
ANNUAL SUPPLY OF MOYNO PUMPS & PARTS
BID NO. 14-141**

**Mc2, Inc.
2320 S. 156th Circle
Omaha, NE 68130
402.333.9660**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Mc2, Inc., 2320 S. 156th Circle, Omaha, NE 68130**, 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:

Annual Supply of Moyno Pumps & Parts, Bid No. 14-141

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; © 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 \$45,000.00 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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for (3) three additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendums
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

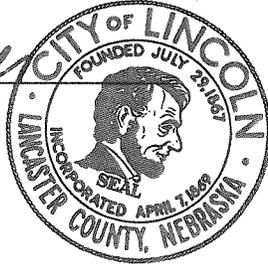
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by:

Approved by Executive No. 087580

dated 10-6-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Mc² Inc.
Name of Corporation
2320 S. 156th Cir - Omaha, NE 68130
(Address)

[Signature]
By: _____
Duly Authorized Official
PRESIDENT
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

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	Contact	Name of person submitting this bid:	Roger D Gellhaus
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Kindred Pricing	State the percentage off of the Vendors most current list price to be applied against Kindred Items.	0
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	4 to 6 Weeks ARO
7	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
8	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
9	Preferred Method of Order Placement	Please specify your preferred method of order placement.	E-mail
10	Renewal is an Option	Contract Extension Renewal is an option.	Please Select
11	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
12	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) Yes (c) July 1, 2015
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	1	Each	Moyno Pump Model 1EO22G1 CDQ AAA Gear Joint Kit	\$775.00
Item Notes:				
Supplier Notes: Part number has changed -- Part number is now KPE952				
2	1	Each	Moyno Pump Model 1EO22G1 CDQ AAA Gear Joint Seal Kit	\$71.00
Item Notes:				
Supplier Notes: Part number has changed -- Part number is now 4221061001				
3	1	Each	Moyno Pump Model 1EO22G1 CDQ AAA Connecting Rod	\$426.00
Item Notes:				
Supplier Notes: Part number PE0251				
4	1	Each	Moyno Pump Model 1EO22G1 CDQ AAA Bearing Kit	\$460.00
Item Notes:				
Supplier Notes: Part number KPE291				
5	1	Each	Moyno Pump Model 1EO22G1 CDQ AAA Stator	\$863.00
Item Notes:				
Supplier Notes: Part number C310FQ				
6	1	Each	Moyno Pump Model 1EO22G1 CDQ DAA Rotor	\$2,195.00
Item Notes:				
Supplier Notes: Part number C71EF1				
7	1	Each	Moyno Pump Model 1G115G1 CDQ3 AAA Gear Joint Kit	\$1,580.00
Item Notes:				
Supplier Notes: Part number has changed -- Part number now is KPG252				
8	1	Each	Moyno Pump Model 1G115G1 CDQ3 AAA Gear Joint Seal Kit	\$108.00
Item Notes:				
Supplier Notes: Part number has changed -- Part number now is 4221063001				

9	1	Each	Moyno Pump Model 1G115G1 CDQ3 AAA Connecting Rod	\$552.00
Item Notes:				
Supplier Notes: Part number PG0252				
10	1	Each	Moyno Pump Model 1G115G1 CDQ3 AAA Bearing Kit	\$988.00
Item Notes:				
Supplier Notes: Part number KPG291				
11	1	Each	Moyno Pump Model 1G115G1 CDQ3 AAA Stator	\$2,982.00
Item Notes:				
Supplier Notes: Part number C310JQ				
12	1	Each	Moyno Pump Model 1G115G1 CDQ3 AAA Rotor	\$5,998.00
Item Notes:				
Supplier Notes: Part number C71GJ1				
13	1	Each	Moyno Pump Model 1H175G1 CDQ3 SAX Gear Joint Kit	\$1,862.00
Item Notes:				
Supplier Notes: Part number changes --Part number now is KPH952				
14	1	Each	Moyno Pump Model 1H175G1 CDQ3 SAX Gear Joint Seal Kit	\$128.00
Item Notes:				
Supplier Notes: Part number changes -- Part number now is 4221064001				
15	1	Each	Moyno Pump Model 1H175G1 CDQ3 SAX Connecting Rod	\$936.00
Item Notes:				
Supplier Notes: Part number PH0252				
16	1	Each	Moyno Pump Model 1H175G1 CDQ3 SAX Bearing Kit	\$1,377.00
Item Notes:				
Supplier Notes: Part number KPH291				

17	1	Each	Moyno Pump Model 1H175G1 CDQ3 SAX Stator	\$3,809.00
Item Notes:				
Supplier Notes: Part number C310KQ				
18	1	Each	Moyno Pump Model 1H175G1 CDQ3 SAX Rotor	\$13,725.00
Item Notes:				
Supplier Notes: Part number 4240211008				
19	1	Each	Moyno Pump Model 2GO65G1 CDQ3 SAX Gear Joint Kit	\$1,580.00
Item Notes:				
Supplier Notes: Part number changes -- Part number is now KPG952				
20	1	Each	Moyno Pump Model 2GO65G1 CDQ3 SAX Gear Joint Seal Kit	\$108.00
Item Notes:				
Supplier Notes: Part number changes -- Part number is now 4221063001				
21	1	Each	Moyno Pump Model 2GO65G1 CDQ3 SAX Connecting Rod	\$552.00
Item Notes:				
Supplier Notes: Part number PG251				
22	1	Each	Moyno Pump Model 2GO65G1 CDQ3 SAX Bearing Kit	\$988.00
Item Notes:				
Supplier Notes: Part number KPG291				
23	1	Each	Moyno Pump Model 2GO65G1 CDQ3 SAX Stator	\$3,517.00
Item Notes:				
Supplier Notes: Part number C320HQ				
24	1	Each	Moyno Pump Model 2GO65G1 CDQ SAX Rotor	\$6,680.00
Item Notes:				
Supplier Notes: Part number 4074004908				

25	1	Each	Moyno Pump Model 2H115G1 CDQ AAA Gear Joint Kit	\$1,862.00
Item Notes:				
Supplier Notes: Part number changes -- Part number is now KPH952				
26	1	Each	Moyno Pump Model 2H115G1 CDQ AAA Gear Joint Seal Kit	\$128.00
Item Notes:				
Supplier Notes: Part number has changed -- Part number is now 4221064001				
27	1	Each	Moyno Pump Model 2H115G1 CDQ AAA Connecting Rod	\$516.00
Item Notes:				
Supplier Notes: Part number PH0251				
28	1	Each	Moyno Pump Model 2H115G1 CDQ AAA Bearing Kit	\$1,377.00
Item Notes:				
Supplier Notes: Part number KPH291				
29	1	Each	Moyno Pump Model 2H115G1 CDQ AAA Stator	\$4,155.00
Item Notes:				
Supplier Notes: Part number C320JQ				
30	1	Each	Moyno Pump Model 2H115G1 CDQ AAA Rotor	\$8,068.00
Item Notes:				
Supplier Notes: Part number C72HJ1				
31	1	Each	Moyno Pump Model 2GO65G1 CDQ DAA Gear Joint Kit	\$1,580.00
Item Notes:				
Supplier Notes: Part number changes -- Part number is now KPG952				
32	1	Each	Moyno Pump Model 2GO65G1 CDQ DAA Gear Joint Seal Kit	\$108.00
Item Notes:				
Supplier Notes: Part number changes -- Part number is now 4221063001				

33	1	Each	Moyno Pump Model 2GO65G1 CDQ DAA Connecting Rod	\$552.00
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Item Notes:

Supplier Notes: Part number PG0251

34	1	Each	Moyno Pump Model 2GO65G1 CDQ DAA Bearing Kit	\$988.00
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Item Notes:

Supplier Notes: Part number KPG291

35	1	Each	Moyno Pump Model 2GO65G1 CDQ DAA Stator	\$3,616.00
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Item Notes:

Supplier Notes: Part number C320HQ

36	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Gear Joint Kit	\$1,580.00
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Item Notes:

Supplier Notes: Part number changes -- Part number is now KPG952

37	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Gear Joint Seal Kit	\$108.00
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Item Notes:

Supplier Notes: Part number changes -- Part number is now 4221063001

38	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Connecting Rod	\$552.00
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Item Notes:

Supplier Notes: Part number PG0251

39	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Bearing Kit	\$988.00
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Item Notes:

Supplier Notes: Part number KPG291

40	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Bearing Kit	\$988.00
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Item Notes:

Supplier Notes: Part number KPG291

41	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Stator	\$2,130.00
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Item Notes:

Supplier Notes: Part number C310HQ

42	1	Each	Moyno Pump Model 1GO65G1 CDQ ARA Rotor	\$4,904.00
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Item Notes:

Supplier Notes: Part number C71GH1

43	1	Each	Moyno Pump Model 2EO12G1 CDQ ASA Gear Joint Kit	\$775.00
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Item Notes:

Supplier Notes: Part number changes -- Part number now is KPE952

44	1	Each	Moyno Pump Model 2EO12G1 CDQ ASA Gear Joint Seal Kit	\$71.00
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Item Notes:

Supplier Notes: Part number changes -- Part number now is 4221061001

45	1	Each	Moyno Pump Model 2EO12G1 CDQ ASA Connecting Rod	\$426.00
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Item Notes:

Supplier Notes: Part number PE0251

46	1	Each	Moyno Pump Model 2EO12G1 CDQ ASA Bearing Kit	\$460.00
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Item Notes:

Supplier Notes: Part number KPE291

47	1	Each	Moyno Pump Model 2EO12G1 CDQ ASA Stator	\$1,135.00
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Item Notes:

Supplier Notes: Part number C320EQ

48	1	Each	Moyno Pump Model 2EO12G1 CDQ ASA Rotor	\$2,322.00
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Item Notes:

Supplier Notes: Part number C72EE1

49	1	Each	Moyno Pump Model 2EO5OG1 CDQ SRA Gear Joint Kit	\$775.00
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Item Notes:

Supplier Notes: Part number changes -- part number now is KPE952

50	1	Each	Moyno Pump Model 2EO5OG1 CDQ SRA Gear Joint Seal Kit	\$71.00
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Item Notes:

Supplier Notes: Part number changes -- Part number now is 4221061001

51	1	Each	Moyno Pump Model 2EO5OG1 CDQ SRA Connecting Rod	\$426.00
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Item Notes:

Supplier Notes: Part number PE0252

52	1	Each	Moyno Pump Model 2EO5OG1 CDQ SRA Bearing Kit	\$460.00
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Item Notes:

Supplier Notes: Part number KPE291

53	1	Each	Moyno Pump Model 2EO5OG1 CDQ SRA Stator	\$2,670.00
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Item Notes:

Supplier Notes: Part number changes -- Part number now is C3250Q

54	1	Each	Moyno Pump Model 2EO5OG1 CDQ SRA Rotor	\$4,978.00
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Item Notes:

Supplier Notes: Part number C72E51

Response Total:	\$101,029.00
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**Addendum #2
for
Annual Requirements for
Fire Suppression Inspection, Testing and Maintenance
Quote 4913**

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:

NOTE: Bid closing date has been changed to Wednesday, September 3, 2014 at 11:00am.

- Q.** Will the City of Lincoln follow the current NFPA 17, 17A & 96 requirements, which states that any service technician providing system inspection must have proper certification to do so? If so, will other companies that are not authorized distributors, or who will not have manufactures certification or training, and do not receive regular bulletins and manuals be accepted for the contract?
- A.** Per section 2.3 of the specifications All cleaning, testing and inspections must comply with all City of Lincoln, State of Nebraska and Federal regulations for this type of service(s) as well as those of the National Fire Protection Association (NFPA) 17, 17a, 72, 96, or the latest edition of each, OSHA and manufacturers recommended procedure, as applicable.

Vendor shall submit a copy of manufacturer(s) certification licensing and/or training of the suppression systems they are certified in.

All other terms and conditions shall remain unchanged.

Dated this 28th day of August, 2014.

Shelly Hinze,
Buyer

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.

**ANNUAL SUPPLY OF
MOYNO PUMPS & PARTS**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln (hereinafter referred to as City) will enter into a contract for the annual supply of progressing cavity Moyno 2000 pump G1 flanged models manufactured by Robbins & Myers.
- 1.2 Acceptable bidder supplied parts shall be original equipment manufacturer (OEM) certified.
- 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-bid 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. ORDERS AND DELIVERY

- 2.1 Orders will be placed as needed by the Department via phone, e-mail or fax.
 - 2.1.1 All contact information as well as your preferred method of order placement must be provided in the attributes portion of the response.
- 2.2 Delivery will be F.O.B. destination which will be given at the time of order.
 - 2.1.1 A standard delivery time shall be included in the attributes portion of the response and may be used to determine the best over-all value to the City.
- 2.3 Shipping will be to one of the following locations and is to be indicated on each order:
 - 2.3.1 City of Lincoln, Northeast Wastewater Treatment Facility, 7000 North 70th Street, Lincoln, NE 68507
 - 2.3.2 City of Lincoln, Theresa Street Wastewater Treatment Facility, 2400 Theresa Street, Lincoln, NE 68521

3. ESTIMATED QUANTITIES

- 3.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the Owners for the contract period.
- 3.2 Items listed may or may not be inclusive of Owners requirements for this category.
- 3.3 Category items not listed, but distributed by bidder are to be referred to as kindred items.
 - 3.3.1 An attribute will be listed to establish a percent off of the Vendors most current list price.
- 3.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids.
 - 3.4.1 The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the Owners shall be neither obligated nor limited to any specified amount.

4. QUARTERLY REPORT

- 4.1 The contractor shall provide to the Asst. Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 4.2 Such quarterly report shall itemize the following information:
 - 4.2.1 Each ordering Agency and Department.
 - 4.2.2 Items and quantities purchased by Agency and Department.
 - 4.2.3 Total dollar amount of purchases by Agency and Department.

5. **TERMINATION OF CONTRACT**

- 5.1 This contract may also be terminated by either party upon thirty (30) days prior notice in writing to the other party.
 - 5.1.1 The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.
 - 5.1.2 In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

6. **PUMP EQUIPMENT MODEL NUMBERS AND REQUIRED PARTS**

- 6.1 Equipment Model Numbers
 - 6.1.1 1EO22G1 CDQ AAA
 - 6.1.2 1G115G1 CDQ3 ARA
 - 6.1.3 1H175G1 CDQ3 SAX
 - 6.1.4 2GO65G1 CDQ3 SAX
 - 6.1.5 2H115G1 CDQ DAA
 - 6.1.6 2GO65G1 CDQ DAA
 - 6.1.7 1GO65G1 CDQ ARA
 - 6.1.8 2EO12G1 CDQ ASA
 - 6.1.9 2E05G1 CDQ SRA
- 6.2 Moyno Pump Replacement Parts
 - 6.2.1 The following list of parts will be required for each pump model number identified above in section
 - 6.2.1.1 Gear Joint Kit
 - 6.2.1.2 Gear Joint Seal Kit
 - 6.2.1.3 Bearing Kit
 - 6.2.1.4 Connecting Rod
 - 6.2.1.5 Stator
 - 6.2.1.6 Rotor

7. **MATERIALS OF CONSTRUCTION AND SPECIFICATION**

- 7.1 Materials of construction shall be OEM standard unless otherwise noted in these specifications.
 - 7.1.1 Rotor
 - 7.1.1.1 The rotor shall be a machined and polished single helix, 4150 hardened alloy tool steel material, with a nominal chrome plate thickness of .010 inches for maximum abrasion resistance.
 - 7.1.2 Stator
 - 7.1.1.2 The stator shall be of double helix configuration with molded Buna N, 70 durometer elastomer, chemically bonded to a steel tube.
 - 7.1.3 Gear Joints
 - 7.1.3.1 The gear joints shall be the grease lubricated crowned gear type, totally enclosed and protected by a wire reinforced elastomeric seal.
 - 7.1.3.2 Mechanical components of the gear joints shall be designed to operate for 10,000 hours at the manufacturers published maximum speeds and pressures.

Pump Model	Part Numbers			BEARING KIT	Stator	Rotor
	G/J Kit	G/J Seal Kit	Con/Rod			
1E022G1 CDQ AAA	KPE951	KPE87Q	PE0251	KPE291	C310FQ	C71EF1
1G115G1 CDQ3 AAA	KPG951	KPG87Q	PG0252	KPG291	C310JQ	C71GJ1
1H175G1 CDQ3 SAX	KPH951	KPH87Q	PH0252	KPH291	C310KQ	4240211008
2G065G1 CDQ3 SAX	KPG951	KPG87Q	PG0251	KPG291	C320HQ	4074004908
2H115G1 CDQ AAA	KPH951	KPH87Q	PH0251	KPH291	C320JQ	C72HJ1
2G065G1 CDQ DAA	KPG951	KPG87Q	PG0251	KPG291	C320HQ	C72GH1
1G065G1 CDQ ARA	KPG951	KPG87Q	PG0251	KPG291	C310HQ	C71GH1
2E012G1 CDQ ASA	KPE951	KPE87Q	PE0251	KPE291	C320EQ	C72EE1
2E050G1 CDQ SRA	KPE951	KPE87Q	PE0252	KPE291	C320Q	C72E51

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
Wednesday, May 21, 2014**

**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, Wednesday, June 4, 2014**, for providing the following:

**Annual Supply of
Moyno Pumps and Parts
Bid No. 14-141**

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) 441-7416, or (402) 441-7417.