

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
ETHERNET FIELD SWITCHES FOR TRAFFIC
MANAGEMENT SYSTEM
BID NO. 14-233**

**Brown Traffic Products, Inc.
736 Federal Street, Suite 2312
Davenport, IA 52803
563.323.0009**

**CITY OF LINCOLN
CONTRACT TERMS**

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

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

Annual Supply of Ethernet Field Switches for Traffic Management System Bid No. 14-233

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 \$144,187.25 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 beginning **November 10, 2014 through November 9, 2015** with the 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 Terms
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Special Provisions
 5. Instructions to Bidders
 6. Notice to Bidders
 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:

City Clerk

Teresa J. Miller



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by:

Approved by Executive No. 087662

Dated Nov. 10, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

[Signature]

(SEAL)

Brown Traffic Products, Inc.
Name of Corporation

136 Federal St - Davenport, IA 52804
(Address)

By: Cathy L. Jorgensen
Duly Authorized Official

Inside Sales Representative
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

final
e-mailed doc. to Cathy @ 11-17-14

14-233

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 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Engineering Services 949 West Bond Suite 200 Lincoln, NE 68521
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Lonnie Burklund
Phone	(402) 441-7428	Department		Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	14-233 Addendum 1	Floor/Room		Floor/Room	
Title	Annual Supply of Ethernet Field Switches for Traffic Management System	Telephone	(402) 441-7428	Telephone	(402) 441-6576
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	09/17/2014	Email	smulder@lincoln.ne.gov	Email	
Close Date	10/1/2014 12:00:00 PM CT				
Need by Date					

Supplier Information

Company Brown Traffic Products, Inc
 Address 736 Federal Street
 Suite 2312
 Davenport, IA 52803

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (563) 323-0009
 Fax 1 (563) 323-8256
 Email
 Submitted 9/30/2014 1:53:10 PM CT
 Total \$144,187.25

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	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
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Cathy Jorgensen
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Qty 50 or less immediately. Balance of Qty 50 or more within 12 wk
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) 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) 11/9/2015
10	Warranty	I acknowledge that I have attached a copy of our Standard Warranty in the Response Attachment Section of the e-bid.	Yes
11	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
12	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
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
- 15 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Replaced specifications in PDF format. Yes

Line Items

#	Qty	UOM	Description	Response
1	100	EA	Ethernet Field Switches	\$1,047.40
			Manufacturer: Comtrol Manufacturer #: ES8509-XT	
			Item Notes:	
			Supplier Notes:	
2	100	EA	Din Rail Mountable Power Supplies - NEMA TS2	\$178.00
			Manufacturer: Comtrol Manufacturer #: PULS ML60.242	
			Item Notes:	
			Supplier Notes:	
3	25	EA	Din Rail Mountable Power Supplies - Standard	\$58.25
			Manufacturer: Comtrol Manufacturer #: PS1040	
			Item Notes:	
			Supplier Notes:	
4	200	EA	Single Mode SFP	\$92.40
			Manufacturer: Comtrol Manufacturer #: 1200060	
			Item Notes:	
			Supplier Notes:	
5	20	EA	Multi-Mode SFP	\$85.55
			Manufacturer: Comtrol Manufacturer #: 1200059	
			Item Notes:	
			Supplier Notes:	
				Response Total: \$144,187.25

**SPECIFICATIONS FOR ANNUAL PURCHASE OF
ETHERNET FIELD SWITCHES FOR TRAFFIC MANAGEMENT SYSTEM**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 These specifications describe the minimum requirements for Managed Ethernet Field Switches and Small Form Pluggable (SFP) modules furnished to the City of Lincoln for the Traffic Management System.
- 1.2 Response by Authorized Control Dealers Only.
- 1.3 Bidder shall submit bid documents and 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) of 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. TECHNICAL REQUIREMENTS

- 2.1 **Ethernet Field Switches**
 - 2.1.1 The field hardened switch shall be a Comtrol branded, Managed Industrial Switch, Model ES8509-XT, Part Number 32065-4.
 - 2.1.2 The Model shall have nine Gigabit ports: four (4) 10/100/1000Base-TX RJ45 Ports and five (5) Gigabit combo (RJ45/SFP 10/100/1000BASE-TX, 100BASE-FX, 1000BASE-X) ports.
 - 2.1.3 Switch shall be NEMA TS2 Certified.
 - 2.1.4 Shall include Din Rail Mounting equipment.
 - 2.1.5 Standard manufacturer warranty terms of five years from the date of purchase shall apply to product.
 - 2.1.6 There shall be no substitutes for any of the items on the list without prior written approval of the City's Traffic Engineer.
 - 2.1.6.1 To submit a substitution request, please contact Sharon Mulder, Asst. Purchasing Agent.
- 2.2 **Din Rail Mountable Power Supplies – NEMA TS2**
 - 2.2.1 Power Supplies shall be Comtrol branded, Din Rail Mountable, Model PULS ML60.242 Power Supply.
 - 2.2.2 Power Supplies shall have adjustable output voltage
 - 2.2.3 Power Supplies shall be NEMA TS2 certified.
 - 2.2.4 Shall include a standard 120v plug adapter to plug into a standard electrical receptacle.
 - 2.2.5 Shall include Din Rail Mounting equipment.
 - 2.2.6 Standard manufacturer warranty terms of five years from the date of purchase shall apply to product.
 - 2.2.7 There shall be no substitutes for any of the items on the list without prior written approval of the City's Traffic Engineer.

2.2.7.1 To submit a substitution request, please contact Sharon Mulder, Asst. Purchasing Agent.

2.3 **Din Rail Mountable Power Supplies – Standard**

2.3.1 Power Supplies shall be Control branded, Din Rail Mountable, Model PS1040 power Supply

2.3.2 Power Supplies shall be AC 115/230 V - 40.8 Watt

2.3.3 Shall include a standard 120v plug adapter to plug into a standard electrical receptacle.

2.3.4 Standard manufacturer warranty terms of five years from the date of purchase shall apply to product.

2.3.5 There shall be no substitutes for any of the items on the list without prior written approval of the City's Traffic Engineer.

2.3.5.1 To submit a substitution request, please contact Sharon Mulder, Asst. Purchasing Agent.

2.4 **Single Mode SFP**

2.4.1 Single Mode SFPs shall be Control branded SFP, Part Number 1200060.

2.4.2 The SFP shall be a single mode fiber transceiver capable of 1000Mbps with a distance of 10km, an operating temperature of -40 to 85 degrees Celsius, and have a wavelength of 1310nm.

2.4.3 Standard manufacturer warranty terms of five years from the date of purchase shall apply to product.

2.4.4 There shall be no substitutes for any of the items on the list without prior written approval of the City's Traffic Engineer.

2.4.4.1 To submit a substitution request, please contact Sharon Mulder, Asst. Purchasing Agent.

2.5 **Multi-Mode SFP**

2.5.1 Multi-Mode SFPs shall be Control branded SFP, Part Number 1200059.

2.5.2 The SFP shall be a multi-mode fiber transceiver capable of 1000Mbps. with a distance of 550M, an operating temperature of -40 to 85 degrees Celsius, and have a wavelength of 850nm.

2.5.3 Standard manufacturer warranty terms of five years from the date of purchase shall apply to product.

2.5.4 There shall be no substitutes for any of the items on the list without prior written approval of the City's Traffic Engineer.

3. **WARRANTY**

3.1 Standard Manufacturer's warranty shall apply as detailed in the item descriptions in Section 2 of this specification (five years from the date of purchase).

3.2 Vendor shall be responsible for all repairs, including parts, labor, and shipping during this warranty period.

3.3 One (1) copy of the warranty shall be furnished with the bid.

4. **ACCEPTANCE OF MATERIAL**

4.1 Orders will be made on standard purchase orders issued by the Purchasing Agent, or via Email and/or verbally by the Traffic Operations section, referencing this contract and items.

4.1.1 In any event, all orders will be assigned an order number.

- 4.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 4.3 Supplier shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 4.4 If asked, the Supplier shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these specifications.

5. DELIVERY

- 5.1 Unit bid prices shall include all delivery costs, including shipper's charges, to the following delivery point:

City of Lincoln Public Works and Utilities
Engineering Services
Attn: Lonnie Burklund, PE, PTOE
949 W. Bond Street, Suite 200
Lincoln, NE 68521

- 5.2 Deliveries shall be made between the hours of 8 am and 4 pm on normal City of Lincoln working days.

6. TERMS OF AGREEMENT

- 6.1 Term of agreement shall be one (1) year, November 10, 2014 through November 9, 2015; with option to renew for three (3) additional one (1) year terms