

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
FOR
CLOW FIRE HYDRANT PARTS
QUOTE NO. 4848**

**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 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 for Clow Fire Hydrant Parts, Quote No. 4848 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 \$7,500.00 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 upon execution by both parties. The term of the Contract shall be a one (1) year term with option for renewal 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. Specifications
 4. Special Provisions
 5. Instructions to Bidders

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:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Eppafo
Public Works & Utilities

Approved by Directorial Order 11505

dated 7-28-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Lincoln Winwater
Name of Corporation

515 NW 27th St. Ste 2 Lincoln NE 68528
(Address)

By: Walt Kalk
Duly Authorized Official

Sales Rep
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	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	Water System
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2021 N. 27th st.
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact	Lincoln, NE 68503
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer		
Bid Number	4848	Department		Department	
Title	Annual Supply for Clow Fire Hydrant Parts	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	06/19/2014	Telephone	(402) 441-8301	Telephone	
Close Date	6/25/2014 11:00:00 AM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

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 6/25/2014 9:41:43 AM CT
 Total \$7,148.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	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	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. 1 year
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	stock - 14 days
8	Contact	Name of person submitting this bid:	Nathan Kollars
9	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	10	EA	5 1/4" CLOW MEDALLION OPEN LEFT FIRE HYDRANTS - #R 1620653 Safety Flange Repair Kit	\$110.00
			Item Notes:	
			Supplier Notes:	
2	10	EA	M-1 Operating Nut O-Ring #131 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.50
			Item Notes:	
			Supplier Notes:	
3	10	EA	M-2 Operating Nut Thrust Bearing - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
			Item Notes:	
			Supplier Notes:	
4	1	EA	M-3 Operating Nut - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$125.00
			Item Notes:	
			Supplier Notes:	
5	3	EA	M-7 Upper Stem - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$125.00
			Item Notes:	
			Supplier Notes:	
6	3	EA	M-8 Upper Stem Pin - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$6.50
			Item Notes:	
			Supplier Notes:	
7	20	EA	M-9 Safety Coupling Cotter Pin - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$0.75
			Item Notes:	
			Supplier Notes:	
8	10	EA	M-10 Safety Stem Coupling - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$35.00
			Item Notes:	
			Supplier Notes:	

9	20	EA	M-11 Safety Coupling Pin - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
Item Notes:				
Supplier Notes:				
10	3	EA	M-13 Lower Stem Pin - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$6.50
Item Notes:				
Supplier Notes:				
11	10	EA	M-14 Upper Valve Plate O-Ring - 5 1/4" Clow Medallion Open Left Fire Hydrants	No Bid
Item Notes:				
Supplier Notes:				
12	1	EA	M-15 Spring Pin - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$1.00
Item Notes:				
Supplier Notes:				
13	2	EA	M-16 Drain Valve Facing - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$6.00
Item Notes:				
Supplier Notes:				
14	1	EA	M-17 Upper Valve Plate - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$160.00
Item Notes:				
Supplier Notes:				
15	4	EA	M-18 Seat Ring Upper O Ring #362 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$7.00
Item Notes:				
Supplier Notes:				
16	1	EA	M-19 Seat Ring - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$285.00
Item Notes:				
Supplier Notes:				

17	4	EA	M-20 Seat Ring Lower O-Ring #361 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.50
Item Notes:				
Supplier Notes:				
18	10	EA	M-21 Main Valve Seat - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$50.00
Item Notes:				
Supplier Notes:				
19	10	EA	M-22 Lower Valve Plate Lock Washer - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
Item Notes:				
Supplier Notes:				
20	1	EA	M-24 Lower Valve Plate - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$135.00
Item Notes:				
Supplier Notes:				
21	1	EA	M-25 Weather Cap Hold Down Screw - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$1.00
Item Notes:				
Supplier Notes:				
22	1	EA	M-26 Weather Cap - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$35.00
Item Notes:				
Supplier Notes:				
23	10	EA	M-27 Thrust Nut - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$90.00
Item Notes:				
Supplier Notes:				
24	10	EA	M-28 Thrust Nut O-Ring #151 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$2.50
Item Notes:				
Supplier Notes:				

25	1	EA	M-30 Bonnet - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$250.00
Item Notes:				
Supplier Notes:				
26	3	EA	M-31 Stem O-Ring #217 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$2.50
Item Notes:				
Supplier Notes:				
27	10	EA	M-32 Bonnet O-Ring #444 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
Item Notes:				
Supplier Notes:				
28	1	EA	M-34 Pumper Nozzle Lock - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$1.00
Item Notes:				
Supplier Notes:				
29	1	EA	M-35 Pumper Nozzle O-Ring #250 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
Item Notes:				
Supplier Notes:				
30	10	EA	M-37 Pumper Nozzle Gasket - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$4.50
Item Notes:				
Supplier Notes:				
31	1	EA	M-39 Hose Nozzle Lock - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$1.00
Item Notes:				
Supplier Notes:				
32	1	EA	M-40 Hose Nozzle O-Ring #235 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$2.50
Item Notes:				
Supplier Notes:				

33	10	EA	M-42 Hose Nozzle Gasket - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$2.50
----	----	----	---	--------

Item Notes:

Supplier Notes:

34	100	EA	M-44 Chain, Nozzle Cap - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$7.00
----	-----	----	--	--------

Item Notes:

Supplier Notes:

35	100	EA	M-45 S-Hook - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$1.50
----	-----	----	---	--------

Item Notes:

Supplier Notes:

36	10	EA	M-47 Barrel O-Ring #442 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
----	----	----	---	--------

Item Notes:

Supplier Notes:

37	10	EA	M-49 Safety Flange - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$40.00
----	----	----	--	---------

Item Notes:

Supplier Notes:

38	10	EA	M-53 Drain Ring O-Ring #444 - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$5.00
----	----	----	---	--------

Item Notes:

Supplier Notes:

39	1	EA	M-54 Drain Ring - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$340.00
----	---	----	---	----------

Item Notes:

Supplier Notes:

40	8	EA	M-58 Thrust Nut Set Screw - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$1.00
----	---	----	---	--------

Item Notes:

Supplier Notes:

41	10	EA	M-61 Extension Coupling - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$35.00
----	----	----	---	---------

Item Notes:

Supplier Notes:

42	10	EA	M-60 Extension Flange - 5 1/4" Clow Medallion Open Left Fire Hydrants	\$35.00
----	----	----	---	---------

Item Notes:

Supplier Notes:

Response Total:	\$7,148.00
-----------------	------------

Specifications
Annual Supply fo Clow Fire Hydrant Parts

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable specifications for the Annual Supply for Clow Fire Hydrant Parts.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 No direct contact is allowed between Contractor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The term of this contract shall be a one year term with the option of three additional one year terms.
- 1.5 Quantities listed in the Line Items are estimates only.
- 1.6 The City of Lincoln will order parts on an as-needed basis for the term of the contract with no minimum order amounts.
- 1.7 Approximate dollar amount spend during the last term of the contract was \$5,031.00

2. ACCEPTANCE OF MATERIAL

- 2.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.
 - 2.1.1 Orders may be placed by telephone directly by the Lincoln Water System.
 - 2.1.2 In any event, all orders will be assigned an order number.
- 2.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 2.3 Vendor shall group materials on his invoices as they are grouped on the City of Lincoln's order.
- 2.4 Upon request, Vendor shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these material specifications.