

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
HEMOCUE MICROCUVETTES
QUOTE NO. 4887**

**Hemocue America
250 S. Kraemer Blvd.
Brea, CA 92821
800.881.1611**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Hemocue America, 250 S. Kraemer Blvd., Brea, CA 92821**, 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 **HemoCue Microcuvettes, Quote No. 4887** 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 \$22,000.00 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 upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Bid Specifications
 4. Federal Documents
 5. Special Provisions
 6. 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.

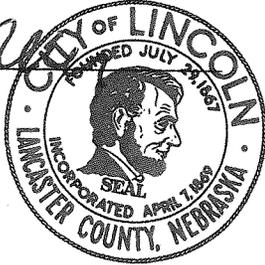
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. M...
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution # 19m
Directorial Order A-88557

dated 10/11/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

RADIOMETER AMERICA INC.

Name of Corporation

(Address)

By: *[Signature]*
Duly Authorized Official

VICE 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

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Shelly Hinze, Buyer
 Email rhinze@lincoln.ne.gov
 Phone 1 (402) 441-8313
 Fax 1 (402) 441-6513

 Bid Number 4887
 Title HemoCue Microcuvettes
 Bid Type Quote
 Issue Date 07/31/2014
 Close Date 8/7/2014 2:00:00 PM CT
 Need by Date

Contact Information

Address

 Contact

 Department
 Building

 Floor/Room
 Telephone
 Fax
 Email

Ship to Information

Address Lincoln Lancaster
 County Health
 3140 N Street
 Lincoln, NE 68510

 Contact

 Department
 Building

 Floor/Room
 Telephone (402) 441-4676
 Fax
 Email

Supplier Information

Company Hemocue America
 Address 250 S. Kraemer Blvd.

 Brea, CA 92821

 Contact
 Department Customer Service
 Building
 Floor/Room
 Telephone 1 (800) 8811611
 Fax 1 (800) 3337043
 Email customerservice@hemocue.com
 Submitted 8/6/2014 9:44:53 PM CT
 Total \$5,040.00

Signature

Supplier Notes

Remittance Address:
 Hemocue America / Radiometer America
 32669 Collection Center Drive
 Chicago, IL 60693-0326

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	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
5	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) YES
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.	08-666-1485
11	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	YES

12 Small Business Information

The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal. (If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)

1) NO 2) NO 3) NO

1) Are you a Small Business according to the NAICS size guidelines? YES or NO?

If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?

2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO

If YES, name the Sub-Contractors in the space provided.

3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO

If NO, why?

13 Delivery

State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.

7

14 Contact

Name of person submitting this bid:

Angus Murray Masterson

15 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	30	Boxes	HemoCue Hb 201 Microcuvette Box is 200ct.	\$168.00

Item Notes: The HemoCue brand Microcuvette is being requested based on the fact that the City Health Department uses them in a HemoCue Hb 201 Analyzer. Department has the hemocue devices
Any Vendor submitting a bid for another brand of Mircrocuvette must ensure that it will work with the HemoCue Analyzer or Vendor will provide all new Analyzers at no cost to the City.
Price must include shipping to location listed.

Supplier Notes:

Response Total: \$5,040.00

HEMOCUE MICROCUVETTES

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln (herein referred to as the City) is requesting quotes for the purchase of Hemocue Microcuvettes for Lincoln Lancaster County Health WIC Program.
 - 1.1.1 Pricing shall include the supply and delivery of the products being bid.
- 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 Vendor 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 City of Lincoln/Lancaster County Health receives funding from the Federal Government for the operation of their program.
 - 1.4.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.4.1.2 Failure to agree to the Federal Requirements or return certifications if required will result in the rejection of bid.
- 1.5 City of Lincoln/Lancaster County Health has the option to purchase additional Cuvettes in an amount that does not exceed 10% of the total cost of the awarded bid during the term of the contract.
- 1.6 Prices submitted must include delivery, FOB destination, to:
Lincoln Lancaster County Health Department
3140 "N" Street
Lincoln, Ne 68510
- 1.7 If bidding an "or equal" item, list the manufacturer and model number in the supplier notes of the respective e-bid line items.
 - 1.7.1 If submitting an equal to HemoCue Hb201 Microcuvette vendor shall provide all new analyzers at no cost to the City for the equivalent HemoCue Microcuvettes.
 - 1.7.1.1 Number of analyzers that are currently in use and would need to be replaced with an equivalent product, if necessary are 6 units.
- 1.8 If requested by City staff, vendor must provide samples of the exact item(s) being bid within seven (7) business days of the request.
 - 1.8.1 An equal item being bid will require evaluation by City staff to confirm it is an approved equal.
- 1.9 Vendor must supply the City their Dunn and Bradstreet number in order to submit pricing on E-Bid.
 - 1.9.1 If the vendor does not have a Dunn and Bradstreet number you must register at <http://fedgov.dnb.com/webform>.
 - 1.9.2 Vendor must list DUNNS number in the attribute section of the bid.

2. EVALUATION AND AWARD INFORMATION

- 2.1 Bid will be awarded based on:
 - 2.1.1 The lowest, responsible, responsive, bid for the equipment indicated in the Line Items.
 - 2.1.2 Compliance with requirements as outlined in the specifications and e-bid.
 - 2.1.3 Compliance with all Federal documents attached to this bid.
 - 2.1.4 Length of time to deliver materials.