

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
FOR
Caterpillar Filters
Sole Source No. SS-90**

**NMC, Inc. (Nebraska Machinery Company)
401 NW 56th Street
Lincoln, NE 68528
(402) 473-1030**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **NMC, Inc. , 401 NW 56th Street, Lincoln, NE 68528**, hereinafter called "Contractor", City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owners has caused to be prepared, in accordance with law, Contract Documents for the Work herein described, and has approved and adopted said documents to-wit:

Annual Supply – Caterpillar Filters, Sole Source No. SS-90

and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and Owners have 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 Owners award of this Contract to the Contractor, such award being based on the acceptance by the Owners of the Contractor's Proposal, or part thereof, as follows:

Agreement per pricing on Attachment A

2. The Owners agree 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 Owners:

The Owners shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for City departments shall not exceed \$8,000.00 during the contract term without approval by the City of Lincoln. The estimated cost of products or services for County agencies shall not exceed \$23,000.00 without approval by the Board of Commissioners.

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners 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 August 28, 2019 through August 27, 2020. The term of the Contract shall be a one (1) year term 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. Attachment A

(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners 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 upon completion of signatures on:

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Annual Supply – Caterpillar Filters
Sole Source No. SS-90
City of Lincoln/Lancaster County, Nebraska
NMC Inc., (Nebraska Machinery Company)

EXECUTION BY CONTRACTOR


IF A CORPORATION:

Attest:

Secretary Seal

NMC INC.
Name of Corporation

401 NW 56TH ST. LINCOLN
Address

By: 
Duly Authorized Official

MANAGER, BRANCH OPERATIONS.
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 Signature Page

CONTRACT
Annual Supply – Caterpillar Filters
Sole Source No. SS-90
City of Lincoln/Lancaster County, Nebraska
NMC Inc., (Nebraska Machinery Company)

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Transportation and Utilities Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
Annual Supply – Caterpillar Filters
Sole Source No. SS-90
City of Lincoln/Lancaster County, Nebraska
NMC Inc., (Nebraska Machinery Company)

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



QUOTATION

QUOTATION ID QTO042527-1
 QUOTATION DATE 07/12/2019
 VALID UNTIL 08/11/2019
 Page: 1 of 3

401 Northwest 56th Street
 Lincoln, NE 68528
 (888) 833-1455

BILL TO

SHIP TO

Account Number		Customer PO		Customer Reference		Terms	
3836500						CHARGE- 15th Day of Following Month	
Salesperson			Ship Via		Branch		
Raymond P Fuchs					Lincoln West Product Support		
Make	Model	Serial Number	Customer Equipment Number	Equipment Number	Last Meter		
AA	zzzCAT_Heavy	zzzCAT_Heavy		EQN002106	452		
Qty	Part Number	Description	Returnable	Unit Price	Discount	Extended Price	
1	1328875	TRANS FILTR	Yes	47.06	20 %	37.65	
1	1328876	TRANS FILTR	Yes	52.90	20 %	42.32	
1	1335673	ELEMENT-FILT	No	41.13	20 %	32.90	
1	1391536	ELEMENT-FILT	Yes	68.83	20 %	55.06	
1	1491912	FILTER- AIR	Yes	38.47	20 %	30.78	
1	1707272	FILTER - AIR	Yes	41.39	20 %	33.11	
1	1748145	FILTER-AIR	Yes	37.30	20 %	29.84	
1	1G8878	FILTER	Yes	60.04	20 %	48.03	
1	1R0714	FILTER A	Yes	16.49	20 %	13.19	
1	1R0749	FILTER AS FU	Yes	20.54	20 %	16.43	
1	1R0750	FILTER AS	Yes	17.04	20 %	13.63	
1	1R0751	FILTER AS	Yes	18.79	20 %	15.03	
1	1R0755	FILTER A	Yes	50.93	20 %	40.74	
1	1R0762	FILTER A-FUE	Yes	26.91	20 %	21.53	
1	1R0773	ELEMENT	Yes	19.39	20 %	15.51	
1	1R0774	ELEMENT AS	Yes	38.76	20 %	31.01	
1	1R1804	ELEMENT AS	Yes	16.94	20 %	13.55	
1	1R1807	LUBE FILTER	Yes	17.60	20 %	14.08	

CONTINUED



QUOTATION

QUOTATION ID QTO042527-1
QUOTATION DATE 07/12/2019
VALID UNTIL 08/11/2019

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Qty	Part Number	Description	Returnable	Unit Price	Discount	Extended Price
1	1R1808	FILTER AS-LU	Yes	32.77	20 %	26.22
1	2112660	AIR FILTER	Yes	30.91	20 %	24.73
1	2112661	AIR FILTER A	Yes	25.17	20 %	20.14
1	2201523	FILTER OIL	Yes	9.14	20 %	7.31
1	2277449	ELEMENT-SAFE	Yes	37.06	20 %	29.65
1	2293555	ELEMENT-CCB	Yes	69.47	20 %	55.58
1	2314487	FILTER AS -Replaces 2314486	Yes	43.84	20 %	35.07
1	2321732	FILTER-AIR	Yes	37.04	20 %	29.63
1	2335183	ELEMENT AS-P	Yes	64.19	20 %	51.35
1	2335185	ELEMENT AS-S	Yes	28.50	20 %	22.80
1	2S1286	ELEMENT-AIR	Yes	58.07	20 %	46.46
1	3069199	FILTER AS	Yes	29.71	20 %	23.77
1	3089679	FILTER AS F	Yes	26.07	20 %	20.86
1	3190844	FILTER AS	Yes	29.76	20 %	23.81
1	3261641	FILTER AS	Yes	36.19	20 %	28.95
1	3261642	FILTER AS	Yes	31.70	20 %	25.36
1	3261643	FILTER AS	Yes	41.84	20 %	33.47
1	3261644	FILTER AS	Yes	34.17	20 %	27.34
1	3283655	ELEMENT AS	Yes	81.54	20 %	65.23
1	3318108	ELEMENT AS	Yes	43.51	20 %	34.81
1	3383540	ELEMENT AS	Yes	101.96	20 %	81.57
1	3862099	ELEMENT PRI	Yes	98.76	20 %	79.01
1	3E7319	FILTER	Yes	41.97	20 %	33.58
1	6I0273	ELEMENT AS	Yes	62.06	20 %	49.65
1	6I0274	ELEMENT AS	Yes	47.44	20 %	37.95
1	6T0988	FILTER	Yes	40.97	20 %	32.78
1	6T5068	FILTER A	Yes	25.56	20 %	20.45

CONTINUED



QUOTATION

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Qty	Part Number	Description	Returnable	Unit Price	Discount	Extended Price
1	7T7358	FILTER-A/C	Yes	41.10	20 %	32.88
1	7W2326	FILTER A	Yes	11.21	20 %	8.97
1	7W5317	ELEMENT A	Yes	59.36	20 %	47.49

Total Sale: 1,561.26
Sales Tax: 0.00

Quote Disclaimer needed.....Not what follows.....
Accounts not paid by 15th of the next month, following date of purchase, will be past due and a service charge will be added.

Accounts exceeding credit limit or 30 days past due will be handled on a cash basis.

Claims for shortages or damages must be made within 5 days.

Returns, if acceptable, subject to restock/handling charges.

* Non-returnable item.

Quote Amount	1,561.26 *
<small>* May exclude applicable taxes or fees</small>	