

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
RADIO BATTERIES
BID NO. 10-103**

**OSI Batteries
6024 Culligan Way
Minnetonka, MN 55345
800.626.4173 x11**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **OSI Batteries, 6024 Culligan Way, Minnetonka, MN 55345**, 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 of Radio Batteries, Bid No. 10-103** 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 Line Item #2 and #3 of Contractor's 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:

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.

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. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Special Provisions
 5. Sales Tax Exemption Form 13

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:

City Clerk

Jane E. [Signature]



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by Resolution No. A-86034

Dated October 4, 2010

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

[Signature]

(SEAL)

Optix Sales Inc (OST)
Name of Corporation
6024 Culligan Way Minnetonka, MN 55345
(Address)

By: *[Signature]*
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

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	Radio Shop
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2540 Fair Shop
Phone	1 (402) 441-8313		Lincoln, NE 68516		Lincoln,, NE 68503
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
			Purchasing		
Bid Number	10-103	Department		Department	
Title	Annual Supply of Radio Batteries	Building		Building	
			Suite 200		
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	06/10/2010	Telephone	1 (402) 441-8313	Telephone	
Close Date	6/30/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company OSI Batteries
 Address 6024 Culligan Way
 Minnetonka, MN 55345
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (800) 6264173 11
 Fax 1 (952) 2940333
 Email
 Submitted 6/30/2010 10:36:34 AM CST
 Total \$0.00

Signature

Supplier Notes

Thank you for the opportunity to bid on the Battery Contract.
 OSI batteries has been in the replacement battery business for over 35 years.
 Please visit www.osibatteries for more information on our company.

Bid Notes

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Pick-Up	I acknowledge that I have the capability to pick-up and properly dispose of the City's batteries listed below from the sole location of 2540 Fair Street, Lincoln, NE.	YES
4	Product	Product Name:	OSI Batteries
5	Battery Equivalency	I acknowledge that the City of Lincoln will be the final determination of equivalency in the products being bid.	Y
6	Warranty	List your warranty terms for batteries found to be defective in materials and workmanship.	18 month for Nicad 1 Year for Nimh and Li-Ion batteries
7	Term Clause of Contract	(a) Bid prices firm for the 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 b. No
8	Specification Attachments	I acknowledge that I have attached Specifications of the products I am bidding on in the Supplier Response Section by clicking on the blue "New".	Y
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	3-5 days ARO
10	Contact	Name of person submitting this bid:	Tom Ohlin
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	750	EA	2400 MAH NIMH Battery for P7100/P5100 Series Harris Portable Radios	No Bid
			Manufacturer #: BKB 190 1210/44	
			Item Notes: The minimum order quantity is 20.	
			Supplier Notes: Part# OS191210/4 7.5V 2400-2700mAh	
Alt 1	750	EA	Alt Spec: 7.5V 2400-2700mAh Replacement Battery for P7100/P5100 Series Portable Radios	26.80
			Alt Manufacturer: OSI Batteries Alt Manufacturer #: OS191210/4	
			Item Notes: The minimum order quantity is 20.	
			Supplier Notes: 750 Each	
2	100	EA	3200 MAH Li-ion Battery for P7100/P5100 Series Harris Portable Radios	No Bid
			Manufacturer #: BT-010942-001	
			Item Notes: The minimum order quantity is 10.	
			Supplier Notes: Part# OS191210LI 7.4V 3200mAh	
Alt 1	100	EA	Alt Spec: 7.5V 3200mAh Li-Ion Replacement Battery for P7100/P5100 Harris Portable Radios	38.50
			Alt Manufacturer: OSI Batteries Alt Manufacturer #: OS191210LI	
			Item Notes: The minimum order quantity is 10.	
			Supplier Notes: 100 Each	
3	50	EA	2000 MAH Li-ion Battery for P7300/P5400 Series Harris Portable Radios	No Bid
			Manufacturer #: BT-023406-005	
			Item Notes: The minimum order quantity is 10	
			Supplier Notes:	
Alt 1	50	EA	Alt Spec: 7.5V 2500mAh Replacement Battery for P7300/P5400 Series Harris Portable Radios	34.50
			Alt Manufacturer: OSI Batteries Alt Manufacturer #: OS234065LI	
			Item Notes: The minimum order quantity is 10	
			Supplier Notes: 50 Each	

4	100	EA	1500 MAH NiCad Battery for LPE200 Series Harris Portable Radios	No Bid
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Manufacturer #: BKB-191-203

Item Notes: The minimum order quantity is 10

Supplier Notes:

Alt 1	100	EA	Alt Spec: 7.5V 1500mAh NiCad Replacement Battery for LPE200 Series Haris Portable Radios	24.50
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Alt Manufacturer: OSI Batteries Alt Manufacturer #: OD1203XT

Item Notes: The minimum order quantity is 10

Supplier Notes: 100 Each

Response Total:	\$0.00
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OS191210-4

M/A-Com/GE/Ericsson

Original Part# BKB191210/4

Electrochemical

Chemistry: Nickel Metal Hydride

Ambient Temperature:	<i>Minimum</i>	<i>Optimum</i>	<i>Maximum</i>
Charge	0°C (32°F)	25°C (77°F)	40°C (104°F)
Discharge	0°C (32°F)	25°C (77°F)	50°C (122°F)
Storage	-20°C (-4°F)	25°C (77°F)	30°C (86°F)

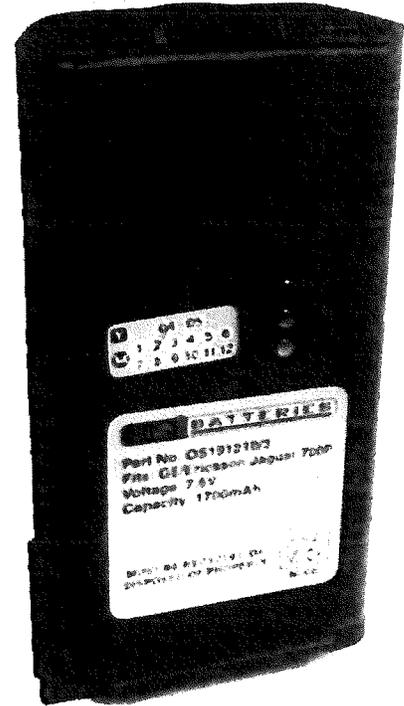
Storage Position: Not Critical
Shelf Life: 5 years at 25°C (77°F)
Ship Status: Discharged

Mechanical

Dimensions: See Picture
Case Material: Polycarbonate
Internal Construction: Welded strapping and Flexboard
Weight: 12.0 oz

Electrical

Nominal Voltage: 7.5 Volts
Operation Voltage: 6.0 to 9.0 Volts
Cutoff Voltage: 6.0 Volts
Cell Origin: Japan (Sanyo)
Capacity: 2700mAh



Charging

Batteries shall be charged in specified charging equipment

Safety

Safety vent: Each cell is safety vented to provide rapid release in high pressure situation. Vents reseal if venting occurs.

Temperature/Short Circuit Protection: Equipped with 70°C re-settable thermostat.

Other

Warranty: Battery shall maintain a minimum of 80% rated capacity for 12 months from date of shipment.



OS191210LI

Harris/MA-Com

**Jaguar 700P/700Pi/P5100/P5130/P5150/P5200/
P7100/P7130/P7150/P7170/P7200/P7230/P7250/P7270**

Electrochemical

Chemistry: Lithium Ion
Cells: 18500

Ambient Temperature:	<i>Minimum</i>	<i>Optimum</i>	<i>Maximum</i>
Charge	0°C (32°F)	25°C (77°F)	40°C (104°F)
Discharge	-20°C (-4°F)	25°C (77°F)	60°C (140°F)
Storage	-20°C (-4°F)	25°C (77°F)	50°C (122°F)

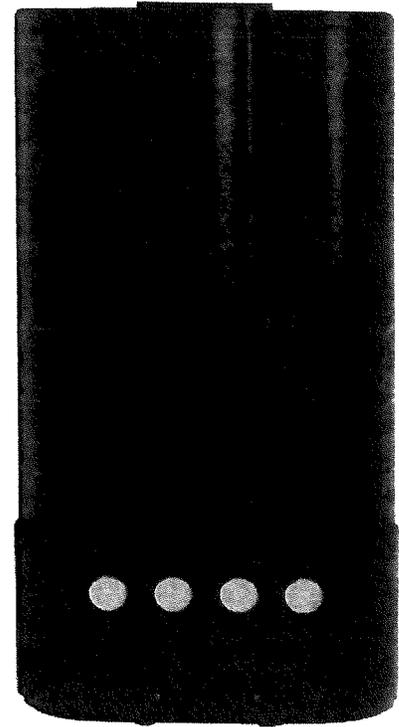
Storage Position: Not Critical
Shelf Life: 5 years at 25°C (77°F)
Ship Status: Discharged

Mechanical

Dimensions: See Picture
Case Material: Polycarbonate
Internal Construction: Welded strapping and Flexboard
Weight:

Electrical

Nominal Voltage: 7.4v
Operation Voltage: 6.0-9.0v
Cutoff Voltage: 6.0v
Capacity: 3200mAh



Charging

Batteries shall be charged in specified charging equipment

Safety

Safety vent: Each cell is safety vented to provide rapid release in high pressure situation. Vents reseal if venting occurs.

Temperature/Short Circuit Protection: Equipped with 70°C re-settable thermostat.

Other

Warranty: Battery shall maintain a minimum of 80% rated capacity for 12 months from date of shipment.



OS234065LI

Harris/MA-Com

P5300/5370/5400/5450/5470/7300/7350/7370

OEM Part# 234065

Electrochemical

Chemistry: Lithium Ion
Cells: 18650

Ambient Temperature:	<u>Minimum</u>	<u>Optimum</u>	<u>Maximum</u>
Charge	0°C (32°F)	25°C (77°F)	40°C (104°F)
Discharge	-20°C (-4°F)	25°C (77°F)	60°C (140°F)
Storage	-20°C (-4°F)	25°C (77°F)	50°C (122°F)

Storage Position: Not Critical
Shelf Life: 5 years at 25°C (77°F)
Ship Status: Discharged

Mechanical

Dimensions: See Picture
Case Material: Polycarbonate
Internal Construction: Welded strapping and Flexboard
Weight:

Electrical

Nominal Voltage: 7.4v
Operation Voltage: 6.0-9.0v
Cutoff Voltage: 6.0v
Capacity: 2500mAh

Charging

Batteries shall be charged in specified charging equipment

Safety

Safety vent: Each cell is safety vented to provide rapid release in high pressure situation. Vents reseal if venting occurs.

Temperature/Short Circuit Protection: Equipped with 70°C re-settable thermostat.

Other

Warranty: Battery shall maintain a minimum of 80% rated capacity for 12 months from date of shipment.



OS1203XT

Harris/MA-Com

Prism, LPE 200, KPC 300/400, Panther 500

Original Part# BKB191203

Electrochemical

Chemistry: Nickel Cadmium
Cells: Sanyo KR-1500AUL

Ambient Temperature:	<u>Minimum</u>	<u>Optimum</u>	<u>Maximum</u>
Charge	0°C (32°F)	25°C (77°F)	40°C (104°F)
Discharge	0°C (32°F)	25°C (77°F)	50°C (122°F)
Storage	-20°C (-4°F)	25°C (77°F)	30°C (86°F)

Storage Position: Not Critical
Shelf Life: 5 years at 25°C (77°F)
Ship Status: Discharged

Mechanical

Dimensions: See Picture
Case Material: Polycarbonate
Internal Construction: Welded strapping and Flexboard
Weight: 12.0 oz

Electrical

Nominal Voltage: 7.5 Volts
Operation Voltage: 6.0 to 9.0 Volts
Cutoff Voltage: 6.0 Volts
Cell Origin: Japan (Sanyo)
Capacity: 1500mAh



Charging

Batteries shall be charged in specified charging equipment

Safety

Safety vent: Each cell is safety vented to provide rapid release in high pressure situation. Vents reseal if venting occurs.

Temperature/Short Circuit Protection: Equipped with 70°C re-settable thermostat.

Other

Warranty: Battery shall maintain a minimum of 80% rated capacity for 18 months from date of shipment.