

12617

**AMENDMENT TO CONTRACT  
ANNUAL SUPPLY FOR ICE MELT  
QUOTE NO. 4218  
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
INCREASE SPENDING LIMIT**

This Amendment is hereby entered into by and between Egan Supply Company, 13838 Industrial Road, Omaha, NE 68137-1104 (hereinafter "Contractor") and the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract C-12-0653, dated November 20, 2012, and Directorial Order No. 08525, dated December 17, 2012, for the Annual Supply for Ice Melt, Quote No. 4218, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to amend the Contract to increase Lancaster County's maximum expenditures to \$6,000.00 because of price increases for the product for the remainder of the contract term. The County agrees not to exceed this amount without approval by the Lancaster County Board; and

WHEREAS, the parties wish to amend the Contract to increase the Lincoln-Lancaster County Public Building Commission's maximum expenditures to \$1,100.00 because of price increases for the product for the remainder of the contract term. The Public Building Commission agrees not to exceed this amount without approval by the Public Building Commission; and

WHEREAS, the parties wish to amend the Contract to increase the City of Lincoln's maximum expenditures to \$8,000.00 because of price increases for the product for the remainder of the contract term. The City agrees not to exceed this amount without approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0653 and Directorial Order No. 08525, and stated herein the parties agree as follows:

1. The parties wish to amend the Contract to increase Lancaster County's maximum expenditures to \$6,000.00 because of price increases for the product for the remainder of the contract term for all contracted vendors. The County agrees not to exceed this amount without approval by the Lancaster County Board.
2. The parties wish to amend the Contract to increase the Lincoln-Lancaster County Public Building Commission's maximum expenditures to \$1,100.00 because of price increases for the product for the remainder of the contract term. The Public Building Commission agrees not to exceed this amount without approval by the Public Building Commission; and
3. The parties wish to amend the Contract to increase the City of Lincoln's maximum expenditures to \$8,000.00 because of price increases for the product for the remainder of the contract term for all contracted vendors. The City agrees not to exceed this amount without approval by the City of Lincoln
4. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**AMENDMENT TO CONTRACT  
ANNUAL SUPPLY FOR ICE MELT  
QUOTE NO. 4218  
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
INCREASE SPENDING LIMIT**

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name:	Egan Supply Company
By: (Please Sign)	<i>Jim Egan</i>
By: (Please Print)	Jim Egan
Title:	President
Company Address:	13838 Industrial Rd.
Company Phone & Fax:	800-642-1019
E-Mail Address:	uje@egansupply.net
Date:	2-18-15
Contact Person for: "Orders or Service"	Mike Cords
Phone Number	402-540-3954

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Scott D. Meier*  
Finance Director

Approved by Directorial Order No. 12617

dated 3/2/15

AMENDMENT TO CONTRACT  
ANNUAL SUPPLY FOR ICE MELT  
QUOTE NO. 4218  
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
INCREASE SPENDING LIMIT

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Richard Edlow  
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster,  
Nebraska

Toddy Wilg  
[Signature]  
[Signature]  
[Signature]  
Bill Henry  
dated 3/10/15

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Jeffrey R. Ruzicki  
Public Building Commission Attorney

[Signature]  
Chairperson, Public Building Commission  
dated 3.10.15

AMENDMENT TO CONTRACT  
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
FOR THE ANNUAL SUPPLY FOR ICE MELT  
QUOTE NO. 4218  
PRICE INCREASE

This Amendment is hereby entered into by and between Egan Supply Company, 13838 Industrial Rd., Omaha, NE 68137-1104 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract C-12-0653, dated November 15, 2012, and D.O. 08525, dated December 17, 2012, (the "Contract"), for the Annual Supply for Ice Melt, Quote No. 4218, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 17, 2012 through December 16, 2013, with the option to renew for three (3) additional one (1) year terms.

WHEREAS, the Contract was amended by the City D.O. 09921 on September 6, 2013, and by the County Contract C-13-0420, executed by the County Board on August 27, 2013, to renew the Contract for an additional one (1) year term from December 17, 2013 through December 16, 2014; and

WHEREAS, the Contract was amended by the City D.O. 11828 on September 24, 2014, and by the County Contract C-14-0457, executed by the County Board on September 9, 2014, to renew the Contract for an additional one (1) year term from December 17, 2014 through December 16, 2015; and

WHEREAS, the parties wish to amend the Contract with a price increase per Attachment A.

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this Contract shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for Lincoln-Lancaster Public Building Commission for the term of this Contract shall not exceed \$1,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this Contract shall not exceed \$2,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0653 and D.O. 08525, and stated herein the parties agree as follows:

1. The parties wish to amend the Contract with a price increase per Attachment A.
2. The estimated expenditures for Lancaster County Departments for the term of this Contract shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for Lincoln-Lancaster Public Building Commission for the term of this Contract shall not exceed \$1,000.00 per year without approval by the Lancaster County Board.
4. The estimated expenditures for City Departments for the term of this Contract shall not exceed \$2,000.00 without prior approval by the City of Lincoln.
5. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 6<sup>th</sup> day of January 2015

Executed this 17<sup>th</sup> day of Dec, 2015

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
Finance Director

[Signature]  
Lancaster County Attorney

Executed this 10<sup>th</sup> day of Feb 2015  
[Signature]  
Lincoln-Lancaster County Public Building Commission

[Signature]  
Public Building Commission Attorney

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Egan Supply Co
By: (Please Sign)	[Signature]
By: (Please Print)	JAMES EGAN JR
Title: (Please Print)	President
Company Address: (Please Print)	13838 Industrial Rd.
Company Phone & Fax: (Please Print))	402-346-0597 - 402-346-5076
E-Mail Address: (Please Print)	info@eganSupply.net
Date: (Please Print)	12/15/14
Contact Person For: "Orders or Service" (Please Print)	Michelle Cords
Phone Number: (Please Print)	402-540-3954

D0127911



To: All Morgro Customers, Dealers and Distributors  
From: Rick Jensen, Morgro Vice President  
Date: June 20<sup>th</sup> 2014

**Subject: Morgro Ice Melt 2014/15 Price Increase**

Due to the rising and higher cost in all raw materials, labor, packaging, and all components of manufacturing involved in the production and distribution of Morgro Ice Melt, Morgro is announcing a price increase for the upcoming 2014/15 Ice Melt season. Also Morgro has substantial increases in logistics with freight going up on most all over the road outbound lanes including all rail system lanes which adds to the increase as well.

The Price increase is a direct result of 5 key elements in the costs of goods:

- Raw materials- 1-3%
- Labor- 5%
- Packaging- 3-5%
- Logistics – 5-12%
- All Other – 3-6%

Thank You,  
Rick Jensen  
Morgro Inc.

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC BUILDING  
COMMISSION  
FOR THE ANNUAL SUPPLY FOR ICE MELT  
QUOTE NO. 4218  
SECOND RENEWAL

RECEIVED

SEP 04 2014

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into by and between Egan Supply Company, 13838 Industrial Rd., Omaha, NE 68137-1104 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0653, dated November 15, 2013, and D.O. 08525, dated December 17, 2012, (the "Contract"), for The Annual Supply for Ice Melt, Quote No. 4218, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 17, 2012 through December 16, 2013, with the option to renew for **three (3)** additional one (1) year terms.

WHEREAS, the Agreement was amended by the City E.O. 09921 on August 30, 2013, and by the County Contract C-13-0420, executed by the County Board on August 27, 2013, to renew the agreement for an additional one (1) year period from December 17, 2013 through December 16, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning December 17, 2014 through December 16, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for Lincoln-Lancaster Public Building Commission for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0653 and D.O. 08525, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning December 17, 2014 through December 16, 2015.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for Lincoln-Lancaster Public Building Commission for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.
4. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,000.00 without prior approval by the City of Lincoln.
5. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 9 day of Sept, 2014

Executed this 15th day of Sept, 2014

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Smoyer Absent

[Signature]  
Finance Director

[Signature]  
Lancaster County Attorney

Executed this 9th day of September, 2014  
[Signature]  
Lincoln-Lancaster County Public Building  
Commission

[Signature]  
Public Building Commission Attorney

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Egan Supply Company
By: (Please Sign)	<u>[Signature]</u>
By: (Please Print)	JAMES EGAN
Title: (Please Print)	President
Company Address: (Please Print)	13838 Industrial Rd. Omaha 68137
Company Phone & Fax: (Please Print))	402-346-0597 402-346-5070
E-Mail Address: (Please Print)	jegan@egansupply.net
Date: (Please Print)	August 28, 2014
Contact Person For: "Orders or Service" (Please Print)	Mike Cords
Phone Number: (Please Print)	402-540-3954

AUG 21 2013

09921

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION  
FOR THE ANNUAL SUPPLY FOR ICE MELT  
QUOTE NO. 4218  
FIRST RENEWAL

This Amendment is hereby entered into on this 2 day of August, 2013, by and between Egan Supply Company, 13838 Industrial Rd., Omaha, NE 68137-1104 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0653, dated November 15, 2013, and D.O. 8525, dated December 17, 2012, (the "Contract"), for The Annual Supply for Ice Melt, Quote No. 4218, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 17, 2012 through December 16, 2013, with the option to renew for **three (3)** additional one (1) year terms.

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning December 17, 2013 through December 16, 2014; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$600.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,488.41 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0653 and D.O. 8525, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning December 17, 2013 through December 16, 2014.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$600.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,488.41 without prior approval by the City of Lincoln.
4. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 27 day of August, 2013

Executed this 30 day of August, 2013

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
 Finance Director

[Signature]  
 Lancaster County Attorney

Executed this 8<sup>th</sup> day of October, 2013  
[Signature]  
 Lincoln-Lancaster County Public Building  
 Commission

[Signature]  
 Public Building Commission Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	Egan Supply
By: (Name & Title)	(Please Print) JAMES EGAN JR
By: (Name & Title)	(Please Sign) <u>[Signature]</u>
Company Address:	13838 Industrial Rd
Company Phone & Fax:	402-346-0597      402-346-5076
Date:	Dated this <u>2</u> day of <u>August</u> , 2013

08525

RECEIVED

C-12-0653  
NOV 15 2012

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL SUPPLY  
FOR  
ICE MELT  
QUOTE 4218**

**Egan Supply Company  
1119 So. 6<sup>th</sup> Street  
Omaha, NE 68108  
800.642.1019**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Egan Supply Company, 1119 So. 6<sup>th</sup> St., Omaha, NE 68108**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 Ice Melt, Quote 4218 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, 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 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 Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

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:

**Owners 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. Owners 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 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a **one (1) year term with the option for three (3) additional one (1) year renewals**.



**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Egan Supply Co.  
Name of Corporation  
13838 Industrial Rd.  
(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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	4218	Department	Purchasing	Department	
Title	Ice Melt	Building		Building	
Bid Type	Quote		Suite 200	Floor/Room	
Issue Date	10/03/2012	Floor/Room		Telephone	
Close Date	10/8/2012 1:00:00 PM CST	Telephone	(402) 441-7428	Fax	
Need by Date		Fax	(402) 441-6513	Email	
		Email	smulder@lincoln.ne.gov		

## Supplier Information

Company	Egan Supply Company
Address	1119 S0 6th Street  Omaha, NE 68108
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (800) 642-1019
Fax	1 (402) 346-5076
Email	
Submitted	10/8/2012 8:17:43 AM CST
Total	\$17,230.53

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. <b>	Yes
5	Contact	Name of person submitting this bid:	Mike Cords
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	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 not this year c) Oct 2012 - Sept 2013
9	Sample/Testing	A sample of your product may be required for testing prior to an award at no cost to the City of Lincoln.	Yes
10	Pounds per Bag	Specify how many pounds in bag you are bidding.	50
11	Bags per Pallet	Specify how many bags fit on a pallet.	49
12	Delivery	Specify price to deliver 1-10 bags within the City of Lincoln, city limits.	Included in price of ice melt
13	Delivery	Specify price to deliver 11-48 bags within the City of Lincoln, city limits.	included in pricing
14	Pallet Delivery	Specify price to deliver pallets within the City of Lincoln, city limits.	Included in price
15	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
16	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount and will be ordered on an as needed basis.  The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y

17 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.<br><br>

Yes

If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.

18 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	100	Bags	Calcium Chloride pellets with corrosion inhibitor ice melt packaged in a water tight 50 lb. corrugated bag. Environmental friendly safe for driveways, sidewalks, porches, patios, parking lots, tile and carpet.	\$12.89

Item Notes: <br>Price shall be per 50 lb. bag each.

Supplier Notes: Must be ordered by pallet will be distributed by the bag. call Mike Cords 402-540-3954 with questions

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer/Brand	Please provide the brand of ice melt you are bidding.	Cal-melt
2	Package Size	Please provide the type of package you are bidding and it's size. (Ex. lbs. per bag or lbs. per box)	50lb bag
3	Percentage	What percentage of calcium is in your calcium chloride you are bidding?	5%

2	2	Pallets	Option: Pallet Price of Calcium Chloride pellets with corrosion inhibitor ice melt in 40-60 lb. water tight corrugated boxes and/or bags. Environmental friendly safe for driveways, sidewalks, porches, patios, parking lots, tile and carpet.	\$517.93
---	---	---------	--	----------

Item Notes: <br>Pallet deliveries must be shrink wrapped.<br>Price is to be per 50 lb. bag each for a pallet load.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer/Brand	Please provide the brand of ice melt you are bidding.	cal-melt
2	Package Size	Please provide the type of package you are bidding and it's size. (Ex. lbs. per bag or lbs. per box)	50lb bag
3	Percentage	What percentage of calcium is in your calcium chloride you are bidding?	5%

3	650	Bags	Ice Melting Blends of potassium chloride, sodium chloride and rock salt, solar salt, urea, calcium chloride, magnesium chloride and/or calcium magnesium acetate with corrosion inhibitor packaged in water tight 40 - 60 lb. corrugated bag. Must be pellets! Environmental friendly safe for driveways, sidewalks, porches, patios, parking lots, tile and carpet.	\$12.73
---	-----	------	--	---------

Manufacturer: SnoPlow, Excaluber or equivalent

Item Notes: <br>Price shall be per bag.<br>Annual usage is approximately 12-14 pallets or 600 - 700 50 lb. bags.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer/Brand	Please provide the brand of the item you are bidding.	Snoplow
2	Package Size	Please provide the type of package you are bidding and it's size. (Ex. lbs. per bag or lbs. per box)	50lb bag
3	Percentage	Please provide the percentages of potassium chloride, sodium chloride and calcium chloride.	magnesium 5% Sodium 95%

4	13	Pallets	Option: Pallet Price for Ice Melting Blends of potassium chloride, sodium chloride and rock salt, solar salt, urea, calcium chloride, magnesium chloride and/or calcium magnesium acetate with corrosion inhibitor packaged in water tight 40 - 60 lb. bag and/or box. Must be pellets! Environmental Friendly safe for driveways, sidewalks, porches, patios, parking lots, tile and carpet.	\$510.09
---	----	---------	---	----------

Manufacturer: SnoPlow, Xcaluber or equivalent

Item Notes: <br>Pallet is based on 50 bags of 50 lbs. ice melt.<br>Annual usage is approximately 12-14 pallets or 600 - 700 50 lb. bags.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer/Brand	Please provide the manufacturer or brand of item you are bidding.	Snoplow
2	Package Size	Please provide the type of package you are bidding and it's size. (Ex. lbs. per bag or lbs. per box)	50lb bag
3	Percentage	Please provide the percentages of potassium chloride, sodium chloride and calcium chloride.	magnesium 5% sodium 95%

Response Total: \$17,230.53