Resolution

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL SUPPLY
OF
LINCOLN FIREMAN UNIFORMS AND BADGES
BID NO. 15-078

Alamar Uniforms
3105 Leavenworth Street
Omaha, NE 68105
(800) 666-6635

CITY OF LINCOLN
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Alamar Uniforms, 3105 Leavenworth Street, Omaha, NE 68105**, 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:

Annual Supply of Lincoln Fireman Uniforms and Badges, Bid No. 15-078

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; © 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 lines 1 through 10 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:

   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 estimated cost of products or services for City departments shall not exceed $13,393.00 for one (1) year or $53,572.00 for four (4) years, 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. Period of Performance. 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 Terms
   2. Accepted Proposal\Supplier Response
   3. Addendum No. 1
   4. Emblems/Designs
   5. Special Provisions
   6. Instructions to Bidders
   7. Notice to Bidders

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 Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

ANNUAL SUPPLY
OF
LINCOLN FIREMAN UNIFORMS AND BADGES
BID NO. 15-078

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Kathy Fedma
Secretary

Seal

Alamar Corp
Name of Corporation

3105 Leavenworth St.
Address Omaha, NE. 68105

By:
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 Signature Page

Alamar

ANNUAL SUPPLY
OF
LINCOLN FIREMAN UNIFORMS AND BADGES
BID NO. 15-078

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Chris Beutler, Mayor

Approved by Resolution No._____

dated _____

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 440 S. 8th St. Lincoln, NE 68508	Address	Fire Station #01 1801 Q Street Lincoln, NE 68508
Email	rhinze@lincoln.ne.gov				
Phone	1 (402) 441-8313				
Fax	1 (402) 441-6513			Contact	
		Contact	Shelly Hinze, Buyer		
Bid Number	15-078 Addendum 1			Department	
Title	Annual Supply of Lincoln Fireman Uniforms and Badges	Department		Building	
		Building			
				Floor/Room	
Bid Type	Bid	Floor/Room		Telephone	
Issue Date	04/06/2015	Telephone	(402) 441-8313	Fax	
Close Date	4/22/2015 12:00:00 PM CT	Fax	(402) 441-6513	Email	
Need by Date		Email	rhinze@lincoln.ne.gov		

Supplier Information

Company	Alamar Uniforms
Address	3105 Leavenworth Street Omaha, NE 68105
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (800) 666-6635
Fax	1 (402) 341-8795
Email	
Submitted	4/21/2015 2:03:13 PM CT
Total	$19,810.60

Signature Ryan Nelson Email ryan@alamaruniforms.com

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	Quantity	I acknowledge that the quantities listed for each line item are an estimated amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. Sizes are not determined at this time.	Y
3	Term Clause of Contract	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 full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) No, b) Yes, c) 1 Year from Contract Start
4	Equivalent	I acknowledge if bidding an equivalent to the brands listed that I have mailed samples of the equivalent items to: City of Lincoln, Purchasing, Attn: Shelly, 440 South 8th Street, Ste. 200, Lincoln, NE 68508.	Y
5	Sewing Badges	List cost to sew 1 and/or 2 or more badges and 1 and/or 2 or more insignia onto clothing item.	If Item not purchased from Alamar Cost will be $2.00 per item to be sewn on
6	Sewing Patch	List cost to sew patch onto Lincoln Fire uniform on left shoulder.	If Item not purchased from Alamar Cost will be $2.00 per item to be sewn on
7	Sewing Insignia	List cost to sew 1 and/or 2 or more insignia onto clothing item.	If Item not purchased from Alamar Cost will be $2.00 per item to be sewn on
8	Hemming Trousers	List cost for hemming trousers.	If Trousers are not purchased from Alamar, the Cost will be $8.00 per item to be hemmed
9	Fittings	If awarded this bid I acknowledge I will send a representative to the Lincoln Fire Administration for custom fittings on an as needed basis within two weeks of request.	Y
10	Fitting Charge	List your cost for a representative to come to Lincoln Fire & Rescue for a custom fitting.	No Charge
11	Badges and Pin Backs	I acknowledge viewing and understanding the Badges and Pin Backs	Y
12	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	2 to 3 weeks for clothing items and 5 to 6 weeks for all hardware items
13	Contact	Name of person submitting this bid:	Ryan Nelson
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	20	Each	Elbeco Paragon Plus Poly/Cotton Men's S/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - 1XL	$33.00

Manufacturer: Elbeco or Equivalent Manufacturer #: P867

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes up to 6XL and 6XLT.

Supplier Notes:

2	20	Each	Elbeco Paragon Plus Poly/Cotton Men's L/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - XL	$39.00

Manufacturer: Elbeco or Equivalent Manufacturer #: P877

Item Notes: Unit price is per each. Size S - 1XL. List breakdown of pricing for different sizes if applicable in your supplier notes up to 6XL and 6XLT.

Supplier Notes:

3	2	Each	Keystone White Bell Crown with Black Velvet Band (Chief's), gold FD buttons and gold wire lace cap strap	$151.80

Manufacturer: Keystone or Equivalent Manufacturer #: R-8B (244)

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes: We Are bidding the Bayly Hat Company Brand Item# 07GV8D8 because this is the hat that the department has been going with for the last three years. If purchased in quantities of 4+, the price will be $135.00 each.

4	20	Each	Flying Cross by Fechheimer Men's Double Breasted Dress Coat, Black, 11.5 - 12 oz. 55/45 Dacron poly/wool, gabardine, fully lined with 6-silver FD button front and peak lapel, two lower welt pockets plus an upper breast pocket welt (no pocket), three inside cloth reinforced pockets, light quilting in upper chest lining. Coat must include Lincoln Fire Rescue Patch on left sleeve and metal badge tab sewn on left breat pocket welt. Dress coat material must match line 5 dress trousers.	$338.50

Manufacturer: Fechheimer Flying Crossv or Equivalent Manufacturer #: 17B8696C

Item Notes: Unit price is per each. For sizes 36" - 50" Long. List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes: Sizes 52 - 56: $372.00, Sizes 46XL - 58L: $406.25

5	20	Each	Flying Cross by Fechheimer Men's Matching Dress Trousers, 11.5 - 12 oz. 55/45 dacron poly/wool, gabardine freedom fit waistband, side pockets and two hip pockets, 1.5 wide waistband and belt loops for sizes 28" - 42". Dress trousers material must match line 4 dress coat.	$107.00

Manufacturer: Fechheimer Flying Cross or Equivalent Manufacturer #: 28P8696

Item Notes: Unit price is per each. Sizes 28" - 42". List breakdown of pricing for larger sizes in your supplier notes.

Supplier Notes: Sizes 44 - 50: $118.00, Sizes 52 - 54: $129.00, Sizes 56 - 58: $140.00

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6 20 Each Edward's Men's Classic Broadcloth L/S Dress Shirt, White 3.5 oz 65/35 stay collar, no back box pleat, left chest pocket, matching buttons, easy care wrinkle resistant finish. $15.00

Manufacturer: Edward or Equivalent Manufacturer #: 1363-000

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes up to 6XL and 6XLT.

Supplier Notes: Sizes 2XL - 4XL: $18.00, Sizes 5XL - 6XL: $19.00

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7 20 Each 4 In Hand Self Tie, Black, 100% Polyester, Serge. $6.50

Manufacturer: Samuel Broome or Equivalent Manufacturer #: 90072

Item Notes: Unit price is per each.
List breakdown of pricing for different size if applicable in your supplier notes.

Supplier Notes:

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8 20 Each Keystone Cap Company Bell Crown Dress Cap, Black, w/ Silver FD Buttons $108.00

Manufacturer: Keystone or Equivalent Manufacturer #: R-8 (149)

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes: We Are bidding the Bayly Hat Company Brand Item# 07BS3C0 because this is the hat that the department has been going with for the last three years. If purchased in quantities of 2 - 3: $$76.00, 4 - 11: $60.00, and 12+: $48.00 each.

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9 20 Pair White Stretch Dress Glove $6.00

Manufacturer: Ross Manufacturing or Equivalent Manufacturer #: NYP-M404-U

Item Notes: Unit price is per each.
List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes:

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10 20 Each Black Badge Band, 1 Inch Width black elastic sewn together $1.50

Item Notes: Unit price is per each.

Supplier Notes:

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11 10 Each Shirt Badges FF (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 LINCOLN, Line 3 Custom Number to be specified on order, Line 4 FIRE RESCUE and Line 5 NEBR $42.00

Manufacturer: Blackington or Equivalent Manufacturer #: B523

Item Notes: Unit price is per each.

Supplier Notes:

12	100	Each	Hat Badges FF (Rhodium-Screw Back Post-Black Block Lettering) - Line 1 LINCOLN, Line 2 Seal A2939 Plain Rhodium, and Line 3 FIRE RESCUE	$35.00

Manufacturer: Blackington or Equivalent Manufacturer #: B484

Item Notes: Unit price is per each.

Supplier Notes:

13	12	Each	Shirt Badges Captain/Mechanic (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 CAPTAIN or MECHANIC, Line 2 LINCOLN, Line 3 Seal A2875 Plain Rhodium, Line 4 FIRE RESCUE and Line 5 NEBR	$46.00

Manufacturer: Blackington or Equivalent Manufacturer #: B537

Item Notes: Unit price is per each.

Supplier Notes:

14	12	Each	Hat Badges Captain (Plain-Rhodium-Screw Back Post)	$14.50

Manufacturer: Blackington or Equivalent Manufacturer #: A175

Item Notes: Unit price is per each.

Supplier Notes:

15	12	Each	Collar Badges Captain (Plain-Rhodium-Screw Back Post-Ordered as a Pair)	$7.00

Manufacturer: Blackington or Equivalent Manufacturer #: A2875

Item Notes: Unit price is per each.

Supplier Notes:

16	2	Each	Honor Guard Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 EST 1993, Line 2 HONOR GUARD, Line 3 Seal A6993 Red enamel, Line 4 LINCOLN FIRE RESCUE and Line 5 NEBR	$46.00

Manufacturer: Blackington or Equivalent Manufacturer #: B537

Item Notes: Unit price is per each.

Supplier Notes:

17	5	Each	Chaplain Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 CHAPLAIN, Line 3 Seal A2437 full color, blue cross, white background, Line 4 LFR & LPD and Line 5 NEBR	$47.00

Manufacturer: Blackington or Equivalent Manufacturer #: B523

Item Notes: Unit price is per each.

Supplier Notes:

18	2	Each	Battalion Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1 BATTALION CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 Plain gold, Line 4 FIRE RESCUE and Line 5 NEBR	$74.00

Manufacturer: Blackington or Equivalent Manufacturer #: B736

Item Notes: Unit price is per each.

Supplier Notes:

19	6	Each	Battalion Chief & Assistant Chief Hat Badge (Gold Plate-Plain-Screw Back Post)	$15.00

Manufacturer: Blackington or Equivalent Manufacturer #: A1962

Item Notes: Unit price is per each.

Supplier Notes:

20	2	Each	Assistant Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1 ASSISTANT CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR	$74.00

Manufacturer: Blackington or Equivalent Manufacturer #: B736

Item Notes: Unit price is per each.

Supplier Notes:

21	6	Each	Battalion Chief/Assistant Chief Collar Badge (Gold Plate-Plain-Screw Back Post)	$15.00

Manufacturer: Blackington or Equivalent Manufacturer #: A4280

Item Notes: Unit price is per each.

Supplier Notes:

22	2	Each	Assistant Chief Coat Collar Insignia (1/2 Letter, Style 5-Gold plated, Custom 9 lettering) - Line 1 ASST Line 2 CHIEF	$20.00

Manufacturer: Blackington or Equivalent

Item Notes: Unit price is per each.

Supplier Notes:

23	20	Each	Chief Collar Badge (Gold Plate-Plain-Screw Back Post)	$8.00

Manufacturer: Blackington or Equivalent Manufacturer #: A2871

Item Notes: Unit price is per each.

Supplier Notes:

24	2	Each	Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering - Line 1 CHIEF, Line 2 LINCOLN, Line 3 Seal A2871 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR	$74.00

Manufacturer: Blackington or Equivalent Manufacturer #: B736

Item Notes: Unit price is per each.

Supplier Notes:

25	2	Each	Chief Hat Badge (Gold Plate-Plain-Screw Back Post)	$18.00

Manufacturer: Blackington or Equivalent Manufacturer #: A2857

Item Notes: Unit price is per each.

Supplier Notes:

26	20	Each	Two Line Professional Nameplate (Name 1st line, Title 2nd line) Silver w/Polished Finished/gold w/Polished Finish, Black Lettering 1/2 H Engraving in upper and lower case. Clutchback	$15.00

Manufacturer: Blackington or Equivalent Manufacturer #: A4180

Item Notes: Unit price is per each.

Supplier Notes:

27	20	Each	Serving Since Attachment Gold and Silver, fits clutchback name Tags with black lettering	$10.00

Manufacturer #: J6

Item Notes: Unit price is per each.

Supplier Notes:

Response Total: $19,810.60

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 440 S. 8th St. Lincoln, NE 68508	Address	Fire Station #01 1801 Q Street Lincoln, NE 68508
Email	rhinze@lincoln.ne.gov				
Phone	1 (402) 441-8313				
Fax	1 (402) 441-6513			Contact	
		Contact	Shelly Hinze, Buyer		
Bid Number	15-078 Addendum 1			Department	
Title	Annual Supply of Lincoln Fireman Uniforms and Badges	Department		Building	
		Building			
				Floor/Room	
Bid Type	Bid	Floor/Room		Telephone	
Issue Date	04/06/2015	Telephone	(402) 441-8313	Fax	
Close Date	4/22/2015 12:00:00 PM CT	Fax	(402) 441-6513	Email	
Need by Date		Email	rhinze@lincoln.ne.gov		

Supplier Information

Company	Alamar Uniforms
Address	3105 Leavenworth Street Omaha, NE 68105
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (800) 666-6635
Fax	1 (402) 341-8795
Email	
Submitted	4/21/2015 2:03:13 PM CT
Total	$19,810.60

Signature Ryan Nelson Email ryan@alamaruniforms.com

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	Quantity	I acknowledge that the quantities listed for each line item are an estimated amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. Sizes are not determined at this time.	Y
3	Term Clause of Contract	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 full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) No, b) Yes, c) 1 Year from Contract Start
4	Equivalent	I acknowledge if bidding an equivalent to the brands listed that I have mailed samples of the equivalent items to: City of Lincoln, Purchasing, Attn: Shelly, 440 South 8th Street, Ste. 200, Lincoln, NE 68508.	Y
5	Sewing Badges	List cost to sew 1 and/or 2 or more badges and 1 and/or 2 or more insignia onto clothing item.	If Item not purchased from Alamar Cost will be $2.00 per item to be sewn on
6	Sewing Patch	List cost to sew patch onto Lincoln Fire uniform on left shoulder.	If Item not purchased from Alamar Cost will be $2.00 per item to be sewn on
7	Sewing Insignia	List cost to sew 1 and/or 2 or more insignia onto clothing item.	If Item not purchased from Alamar Cost will be $2.00 per item to be sewn on
8	Hemming Trousers	List cost for hemming trousers.	If Trousers are not purchased from Alamar, the Cost will be $8.00 per item to be hemmed
9	Fittings	If awarded this bid I acknowledge I will send a representative to the Lincoln Fire Administration for custom fittings on an as needed basis within two weeks of request.	Y
10	Fitting Charge	List your cost for a representative to come to Lincoln Fire & Rescue for a custom fitting.	No Charge
11	Badges and Pin Backs	I acknowledge viewing and understanding the Badges and Pin Backs	Y
12	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	2 to 3 weeks for clothing items and 5 to 6 weeks for all hardware items
13	Contact	Name of person submitting this bid:	Ryan Nelson
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	20	Each	Elbeco Paragon Plus Poly/Cotton Men's S/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - 1XL	$33.00

Manufacturer: Elbeco or Equivalent Manufacturer #: P867

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes up to 6XL and 6XLT.

Supplier Notes:

2	20	Each	Elbeco Paragon Plus Poly/Cotton Men's L/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - XL	$39.00

Manufacturer: Elbeco or Equivalent Manufacturer #: P877

Item Notes: Unit price is per each. Size S - 1XL. List breakdown of pricing for different sizes if applicable in your supplier notes up to 6XL and 6XLT.

Supplier Notes:

3	2	Each	Keystone White Bell Crown with Black Velvet Band (Chief's), gold FD buttons and gold wire lace cap strap	$151.80

Manufacturer: Keystone or Equivalent Manufacturer #: R-8B (244)

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes: We Are bidding the Bayly Hat Company Brand Item# 07GV8D8 because this is the hat that the department has been going with for the last three years. If purchased in quantities of 4+, the price will be $135.00 each.

4	20	Each	Flying Cross by Fechheimer Men's Double Breasted Dress Coat, Black, 11.5 - 12 oz. 55/45 Dacron poly/wool, gabardine, fully lined with 6-silver FD button front and peak lapel, two lower welt pockets plus an upper breast pocket welt (no pocket), three inside cloth reinforced pockets, light quilting in upper chest lining. Coat must include Lincoln Fire Rescue Patch on left sleeve and metal badge tab sewn on left breat pocket welt. Dress coat material must match line 5 dress trousers.	$338.50

Manufacturer: Fechheimer Flying Crossv or Equivalent Manufacturer #: 17B8696C

Item Notes: Unit price is per each. For sizes 36" - 50" Long. List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes: Sizes 52 - 56: $372.00, Sizes 46XL - 58L: $406.25

5	20	Each	Flying Cross by Fechheimer Men's Matching Dress Trousers, 11.5 - 12 oz. 55/45 dacron poly/wool, gabardine freedom fit waistband, side pockets and two hip pockets, 1.5 wide waistband and belt loops for sizes 28" - 42". Dress trousers material must match line 4 dress coat.	$107.00

Manufacturer: Fechheimer Flying Cross or Equivalent Manufacturer #: 28P8696

Item Notes: Unit price is per each. Sizes 28" - 42". List breakdown of pricing for larger sizes in your supplier notes.

Supplier Notes: Sizes 44 - 50: $118.00, Sizes 52 - 54: $129.00, Sizes 56 - 58: $140.00

---

6 20 Each Edward's Men's Classic Broadcloth L/S Dress Shirt, White 3.5 oz 65/35 stay collar, no back box pleat, left chest pocket, matching buttons, easy care wrinkle resistant finish. $15.00

Manufacturer: Edward or Equivalent Manufacturer #: 1363-000

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes up to 6XL and 6XLT.

Supplier Notes: Sizes 2XL - 4XL: $18.00, Sizes 5XL - 6XL: $19.00

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7 20 Each 4 In Hand Self Tie, Black, 100% Polyester, Serge. $6.50

Manufacturer: Samuel Broome or Equivalent Manufacturer #: 90072

Item Notes: Unit price is per each.
List breakdown of pricing for different size if applicable in your supplier notes.

Supplier Notes:

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8 20 Each Keystone Cap Company Bell Crown Dress Cap, Black, w/ Silver FD Buttons $108.00

Manufacturer: Keystone or Equivalent Manufacturer #: R-8 (149)

Item Notes: Unit price is per each. List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes: We Are bidding the Bayly Hat Company Brand Item# 07BS3C0 because this is the hat that the department has been going with for the last three years. If purchased in quantities of 2 - 3: $$76.00, 4 - 11: $60.00, and 12+: $48.00 each.

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9 20 Pair White Stretch Dress Glove $6.00

Manufacturer: Ross Manufacturing or Equivalent Manufacturer #: NYP-M404-U

Item Notes: Unit price is per each.
List breakdown of pricing for different sizes if applicable in your supplier notes.

Supplier Notes:

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10 20 Each Black Badge Band, 1 Inch Width black elastic sewn together $1.50

Item Notes: Unit price is per each.

Supplier Notes:

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11 10 Each Shirt Badges FF (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 LINCOLN, Line 3 Custom Number to be specified on order, Line 4 FIRE RESCUE and Line 5 NEBR $42.00

Manufacturer: Blackington or Equivalent Manufacturer #: B523

Item Notes: Unit price is per each.

Supplier Notes:

12	100	Each	Hat Badges FF (Rhodium-Screw Back Post-Black Block Lettering) - Line 1 LINCOLN, Line 2 Seal A2939 Plain Rhodium, and Line 3 FIRE RESCUE	$35.00

Manufacturer: Blackington or Equivalent Manufacturer #: B484

Item Notes: Unit price is per each.

Supplier Notes:

13	12	Each	Shirt Badges Captain/Mechanic (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 CAPTAIN or MECHANIC, Line 2 LINCOLN, Line 3 Seal A2875 Plain Rhodium, Line 4 FIRE RESCUE and Line 5 NEBR	$46.00

Manufacturer: Blackington or Equivalent Manufacturer #: B537

Item Notes: Unit price is per each.

Supplier Notes:

14	12	Each	Hat Badges Captain (Plain-Rhodium-Screw Back Post)	$14.50

Manufacturer: Blackington or Equivalent Manufacturer #: A175

Item Notes: Unit price is per each.

Supplier Notes:

15	12	Each	Collar Badges Captain (Plain-Rhodium-Screw Back Post-Ordered as a Pair)	$7.00

Manufacturer: Blackington or Equivalent Manufacturer #: A2875

Item Notes: Unit price is per each.

Supplier Notes:

16	2	Each	Honor Guard Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 EST 1993, Line 2 HONOR GUARD, Line 3 Seal A6993 Red enamel, Line 4 LINCOLN FIRE RESCUE and Line 5 NEBR	$46.00

Manufacturer: Blackington or Equivalent Manufacturer #: B537

Item Notes: Unit price is per each.

Supplier Notes:

17	5	Each	Chaplain Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 CHAPLAIN, Line 3 Seal A2437 full color, blue cross, white background, Line 4 LFR & LPD and Line 5 NEBR	$47.00

Manufacturer: Blackington or Equivalent Manufacturer #: B523

Item Notes: Unit price is per each.

Supplier Notes:

18	2	Each	Battalion Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1 BATTALION CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 Plain gold, Line 4 FIRE RESCUE and Line 5 NEBR	$74.00

Manufacturer: Blackington or Equivalent Manufacturer #: B736

Item Notes: Unit price is per each.

Supplier Notes:

19	6	Each	Battalion Chief & Assistant Chief Hat Badge (Gold Plate-Plain-Screw Back Post)	$15.00

Manufacturer: Blackington or Equivalent Manufacturer #: A1962

Item Notes: Unit price is per each.

Supplier Notes:

20	2	Each	Assistant Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1 ASSISTANT CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR	$74.00

Manufacturer: Blackington or Equivalent Manufacturer #: B736

Item Notes: Unit price is per each.

Supplier Notes:

21	6	Each	Battalion Chief/Assistant Chief Collar Badge (Gold Plate-Plain-Screw Back Post)	$15.00

Manufacturer: Blackington or Equivalent Manufacturer #: A4280

Item Notes: Unit price is per each.

Supplier Notes:

22	2	Each	Assistant Chief Coat Collar Insignia (1/2 Letter, Style 5-Gold plated, Custom 9 lettering) - Line 1 ASST Line 2 CHIEF	$20.00

Manufacturer: Blackington or Equivalent

Item Notes: Unit price is per each.

Supplier Notes:

23	20	Each	Chief Collar Badge (Gold Plate-Plain-Screw Back Post)	$8.00

Manufacturer: Blackington or Equivalent Manufacturer #: A2871

Item Notes: Unit price is per each.

Supplier Notes:

24	2	Each	Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering - Line 1 CHIEF, Line 2 LINCOLN, Line 3 Seal A2871 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR	$74.00

Manufacturer: Blackington or Equivalent Manufacturer #: B736

Item Notes: Unit price is per each.

Supplier Notes:

25	2	Each	Chief Hat Badge (Gold Plate-Plain-Screw Back Post)	$18.00

Manufacturer: Blackington or Equivalent Manufacturer #: A2857

Item Notes: Unit price is per each.

Supplier Notes:

26	20	Each	Two Line Professional Nameplate (Name 1st line, Title 2nd line) Silver w/Polished Finished/gold w/Polished Finish, Black Lettering 1/2 H Engraving in upper and lower case. Clutchback	$15.00

Manufacturer: Blackington or Equivalent Manufacturer #: A4180

Item Notes: Unit price is per each.

Supplier Notes:

27	20	Each	Serving Since Attachment Gold and Silver, fits clutchback name Tags with black lettering	$10.00

Manufacturer #: J6

Item Notes: Unit price is per each.

Supplier Notes:

Response Total: $19,810.60

Addendum #1
for
Annual Supply of Lincoln Fireman Uniforms and Badges
Bid No. 15-078

Addenda are instruments issued by the City prior to the date for receipt of offers which will
modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding
documents:

Q. Could you please provide the current price list?

1. Elbeco Paragon Plus Poly/Cotton Men's S/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - XL $24.90
2. Elbeco Paragon Plus Poly/Cotton Men's L/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - XL $28.50
3. Keystone White Bell Crown with Black Velvet Band (Chief's), gold FD buttons and gold wire lace cap strap $40.00
4. Flying Cross by Fechheimer Men's Double Breasted Dress Coat, Black, 11.5 - 12 oz. For sizes 36" - 50" Long. $260.00
5. Flying Cross by Fechheimer Men's Matching Dress Trousers, 11.5 - 12 oz. 55/45 dacron poly/wool, gabardine freedom fit wastband, side pockets and two hip pockets, 1.5 wide waistband and belt loops for sizes 28" - 42" $86.00
6. Edward's Men's Classic Broadcloth L/S Dress Shirt, White 3.5 oz 65/35 stay collar, no back box pleat, left chest pocket, matching buttons, easy care wrinkle resistant finish. Price is for M - XL. $12.50
7. In Hand Self Tie, Black, 100% Polyester, Serge. Price for 14.5 - 18. $4.00
8. Keystone Cap Company Bell Crown Dress Cap, Black, w/ Silver FD Buttons $31.95
9. White Stretch Dress Glove $3.50
10. Black Badge Band, 1 Inch Width black elastic sewn together $1.00
11. Shirt Badges FF (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 LINCOLN, Line 3 Custom Number to be specified on order, Line 4 FIRE RESCUE and Line 5 NEBR $36.48
12. Hat Badges FF (Rhodium-Screw Back Post-Black Block Lettering) - Line 1

LINCOLN, Line 2 Seal A2939 Plain Rhodium, and Line 3 FIRE RESCUE $21.46

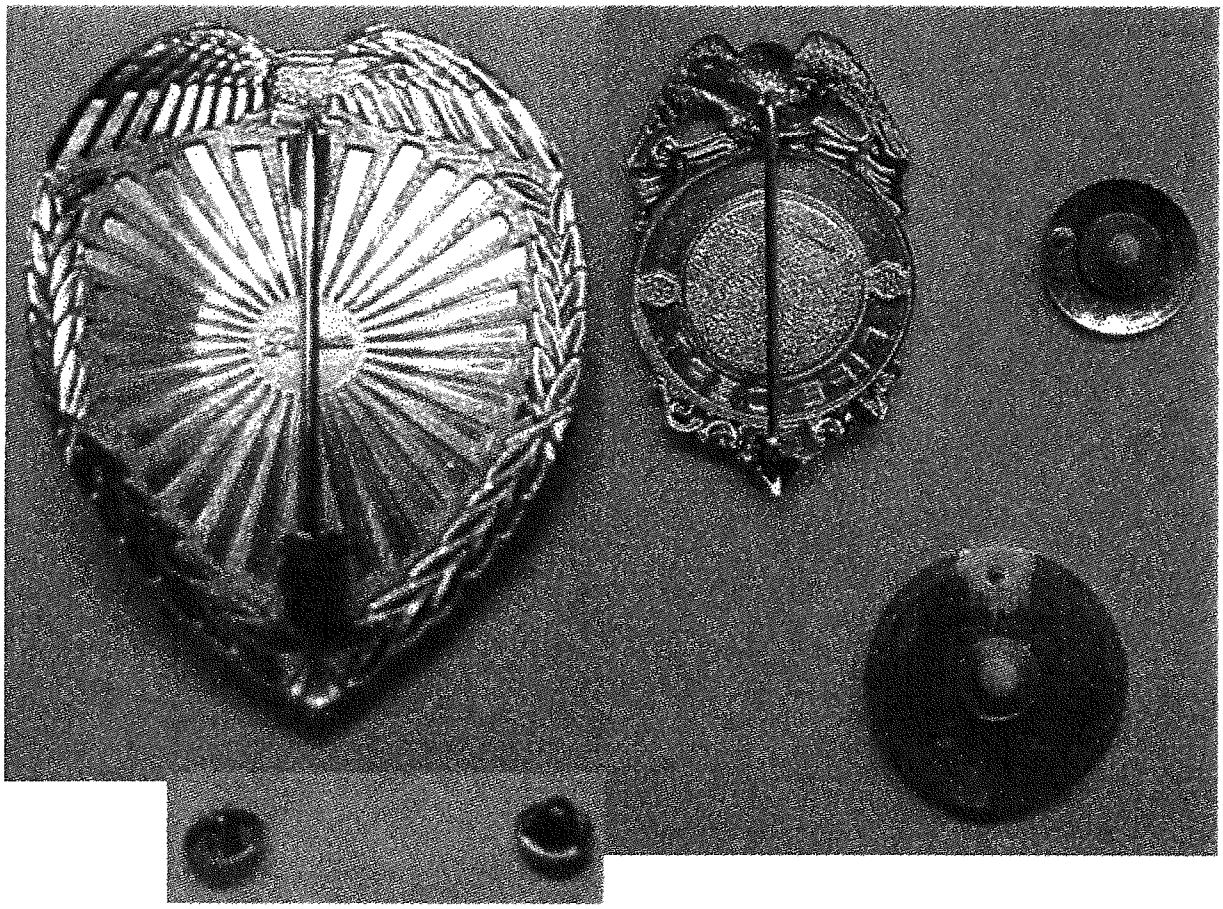
13. Shirt Badges Captain/Mechanic (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 CAPTAIN or MECHANIC, Line 2 LINCOLN, Line 3 Seal A2875 Plain Rhodium, Line 4 FIRE RESCUE and Line 5 NEBR $34.00
14. Hat Badges Captain (Plain-Rhodium-Screw Back Post) $12.30
15. Collar Badges Captain (Plain-Rhodium-Screw Back Post-Ordered as a Pair) $7.08
16. Honor Guard Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 EST 1993, Line 2 HONOR GUARD, Line 3 Seal A6993 Red enamel, Line 4 LINCOLN FIRE RESCUE and Line 5 NEBR $34.00
17. Chaplain Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 CHAPLAIN, Line 3 Seal A2437 full color, blue cross, white background, Line 4 LFR & LPD and Line 5 NEBR $36.48
18. Battalion Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1 BATTALION CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 Plain gold, Line 4 FIRE RESCUE and Line 5 NEBR $54.63
19. Battalion Chief & Assistant Chief Hat Badge (Gold Plate-Plain-Screw Back Post) $13.13
20. Assistant Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1 ASSISTANT CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR $54.63
21. Battalion Chief/Assistant Chief Collar Badge (Gold Plate-Plain-Screw Back Post) $7.08
22. Assistant Chief Coat Collar Insignia (1/2 Letter, Style 5-Gold plated, Custom 9 lettering) - Line 1 ASST Line 2 CHIEF $30.59
23. Chief Collar Badge (Gold Plate-Plain-Screw Back Post) $7.08
24. Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering - Line 1 CHIEF, Line 2 LINCOLN, Line 3 Seal A2871 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR $54.63
25. Chief Hat Badge (Gold Plate-Plain-Screw Back Post) $13.13

All other terms and conditions shall remain unchanged.

Dated this 13th day of April, 2015.

Rachelle Hinze,
Buyer

Pin Backs

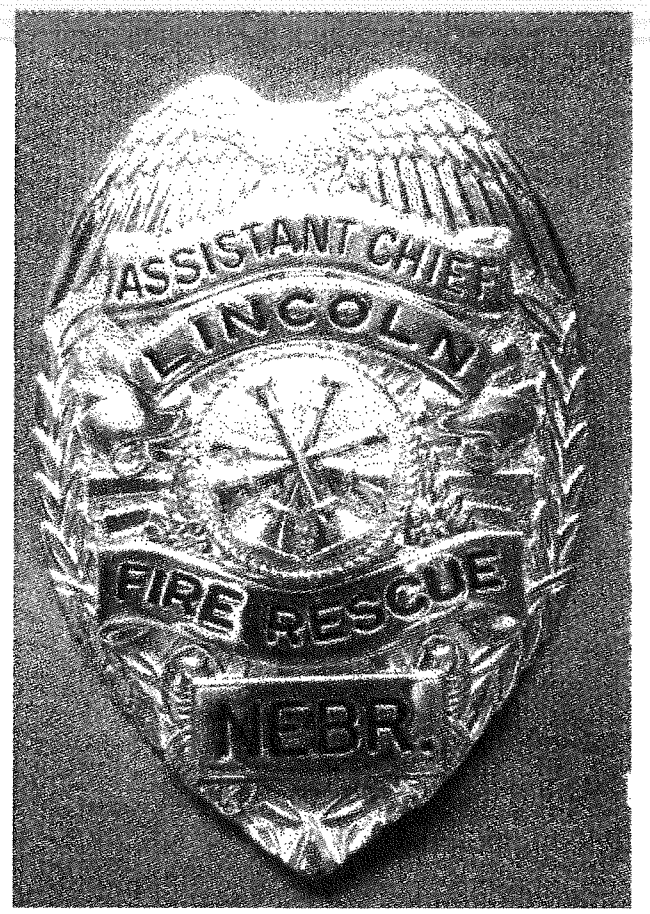


The backs of all pins.

LINCOLN
FIRE RESCUE
PROTECTION
MEDICAL
EDUCATION
NEBR

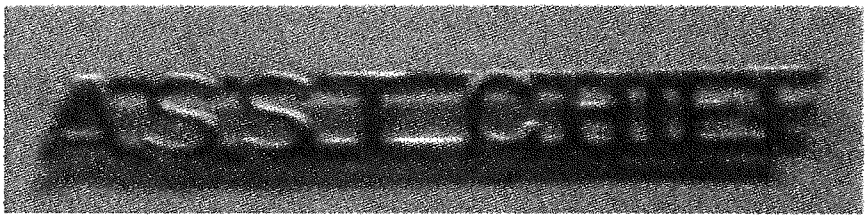
22
23
24
25

Assistant Chief Badge



Color: Gold
Lettering: Black
Reads: ASSISTANT CHIEF
LINCOLN
FIRE RESCUE
NEBR.
Horns: 4 Crossed
Similar to B736
A4280 Seal Inserted

Assistant Chief Badge

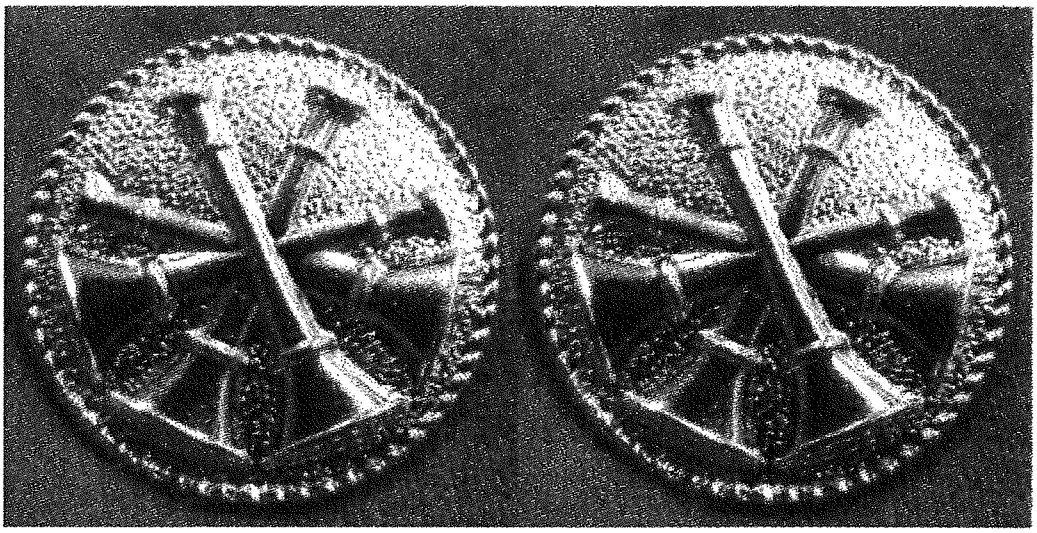


Color: Gold
Lettering: Gold
Reads: ASST CHIEF

Battalion Chief Badge

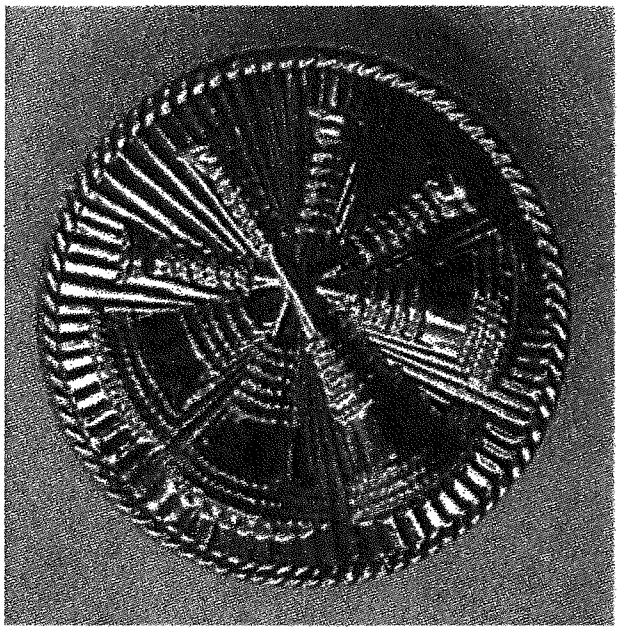
Color: Gold
Lettering: Black
Reads: BATTALION CHIEF
LINCOLN
FIRE RESCUE
NEBR.
Horns: 4 Crossed
Similar to B736
A4280 Seal Inserted

Deputy Chief Collar Badge



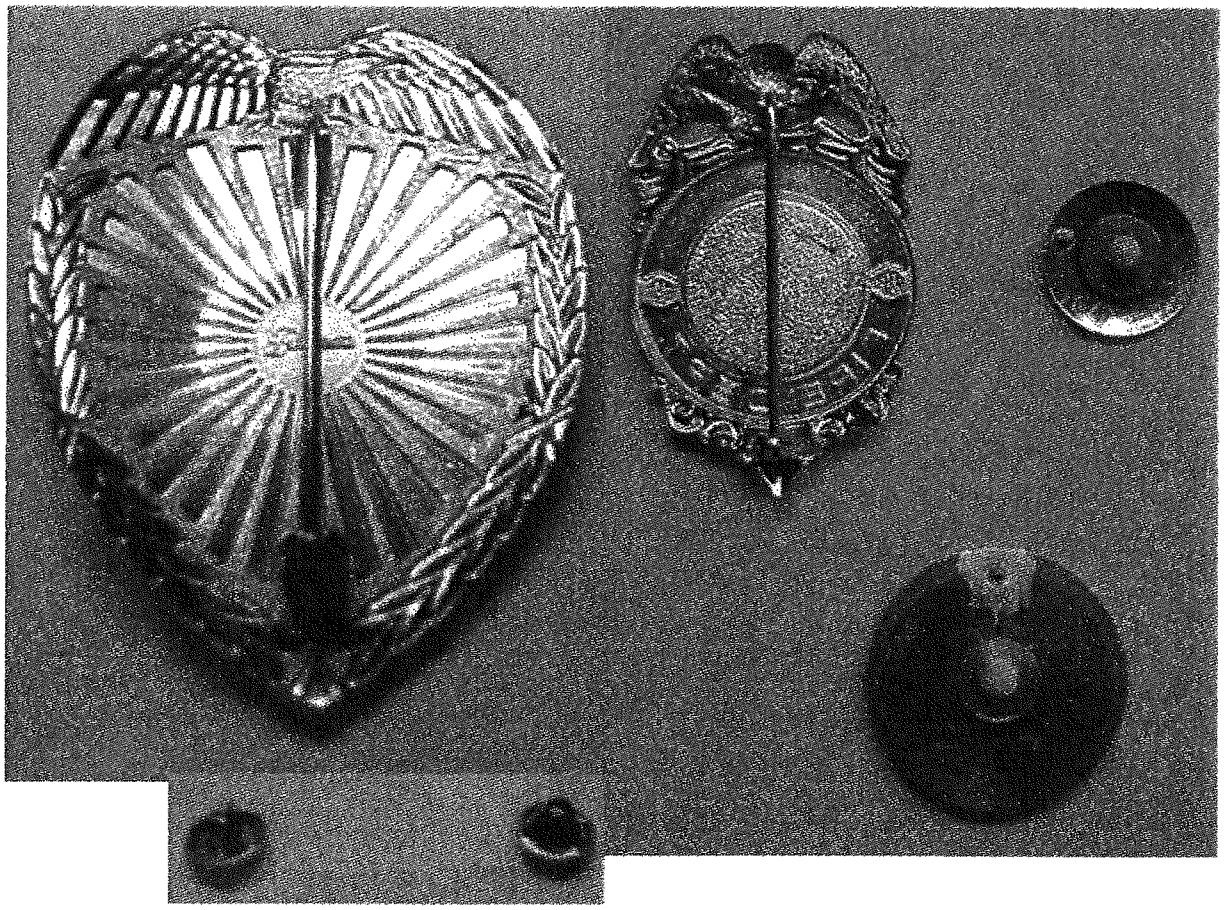
Color: Gold
Horns: 4 Crossed
Similar to A2873

Deputy Chief Hat Badge



Color: Gold
Horns: 4 Crossed
Similar to A1962

Pin Backs



The backs of all pins.

SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.

1.2 Items listed may or may not be inclusive of City requirements for this category.

1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.

1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the bid.

2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **three** (3) additional one (1) year renewals. Bidder must indicate on the bid if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

3.1 Bidders must state on the bid if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.

3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:

1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.

4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.

4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.

5.2 Such quarterly report shall itemize the following information:

1. Each ordering department.
2. Items and quantities purchased by department.
3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

INSTRUCTIONS TO BIDDERS
CITY OF LINCOLN, NEBRASKA
E-Bid

1. **BIDDING PROCEDURE**
   - 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
   - 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
   - 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
   - 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
   - 1.5 Bids received after the time and date established for receiving bids will be rejected.
   - 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
   - 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
     - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
     - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
     - 1.7.3 Said document is available on the web site. http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. **BID SECURITY**
   - 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
     - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
     - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
   - 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
   - 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
   - 2.4 Bid security will be returned to the successful Bidder(s) as follows:
     - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
     - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
   - 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
     - 2.5.1 A contract has been executed and bonds have been furnished.
     - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
     - 2.5.3 All bids have been rejected.
   - 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
     - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. **BIDDER'S REPRESENTATION**
   - 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
   - 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. **CLARIFICATION OF BIDDING DOCUMENTS**

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.

4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. **ADDENDA**

5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. **INDEPENDENT PRICE DETERMINATION**

6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. **ANTI-LOBBYING PROVISION**

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. **BRAND NAMES**

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. **DEMONSTRATIONS/SAMPLES**

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

9.2 Such demonstration can be at the City delivery location or a surrounding community.

9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. **DELIVERY (Non-Construction)**

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.

10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.

10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:

11.1.1 Manufacturer's warranties and/or guarantees.

11.1.2 Bidder's maintenance policies and associated costs.

11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this proposal shall remain the property of the Bidder until:

12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and

12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.

13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.

13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

_____ a. **PURCHASE ORDER,** unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

__X__ b. **CONTRACT,** unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 1 Time
Wednesday, April 8, 2015

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: 12:00 pm, Wednesday, **April 22, 2015**, for providing the following:

Annual Supply of Lincoln Fireman Uniforms and Badges
Bid No. 15-078

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: "e-bid" in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.