

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC
BUILDING COMMISSION
FOR THE ANNUAL SUPPLY OF POWER AND HAND TOOLS
BID NO. 13-213
FIRST RENEWAL

RECEIVED
SEP 04 2014
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between Total Tool Supply, Inc., 2611 Kimco Dr., Lincoln, NE 68521 (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-13-0511, dated October 15, 2013 and E.O. 86530, dated October 3, 2013, (the "Contract"), for The Annual Supply of Power and Hand Tools, Bid No. 13-213, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is October 15, 2013 through October 14, 2014, 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 October 15, 2014 through October 14, 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 County Public Building Commission* for the term of this renewal shall not exceed \$1,200.00 per year without approval by the Lincoln-Lancaster County Public Building Commission.

WHEREAS, the estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$112,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0511 and E.O. 86530, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning October 15, 2014 through October 14, 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 County Public Building Commission* for the term of this renewal shall not exceed \$1,200.00 per year without approval by the Lincoln-Lancaster County Public Building Commission.
4. The estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$112,000.00 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 20th day of Oct, 2014

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

[Signature]
 Chris Beutler, Mayor

[Signature]
 Lancaster County Attorney

Executed this 9th day of Oct, 2014

[Signature]
 Lincoln-Lancaster County Public Building
 Commission

[Signature]
 for 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: (Please Print)	Total Tool Supply
By: (Please Sign)	<u>[Signature]</u>
By: (Please Print)	Clint Amos
Title: (Please Print)	Clint Amos, Outside Sales
Company Address: (Please Print)	2611 Kimco Dr.
Company Phone & Fax: (Please Print)	402-476-6673- 402-476-0049
E-Mail Address: (Please Print)	clint.amos@totaltool.com
Date: (Please Print)	8-31
Contact Person For: "Orders or Service" (Please Print)	Charlie Cihal
Phone Number: (Please Print)	402-476-6673

CONTRACT DOCUMENTS

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

**ANNUAL SUPPLY
OF
Power and Hand Tools
Bid No. 13-213**

**Total Tool Supply, Inc.
2611 Kimco Dr.
Lincoln, NE 68521
(402)476-6673**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Total Tool Supply, Inc., 2611 Kimco Drive, Lincoln, NE 68521**, 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 **Annual Supply of Power and Hand Tools, Bid No. 13-213** 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:

The 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. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies and Public Building Commission shall not exceed \$13,000.00 during the contract term without approval by the Board of Commissioners and Board of the Public Building Commission. The total cost of products or services for City Departments shall not exceed \$76,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The 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 terms.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1 and 2
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the 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.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

 City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

 Chris Beutler, Mayor

Approved by Executive No. _____

Dated 10-3-13

Attest *Rod Cooper*

 Public Building Commission Attorney

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Larry Kudler

 Chairperson, Public Building Commission

Dated 10-13-13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
County Law

[Signature]
[Signature]
[Signature]
[Signature]
dated 10/15/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Total Tool Supply
Name of Corporation
2611 Kimco Dr. Lincoln, NE 68521
(Address)
By: *[Signature]*
Duly Authorized Official
Outside Sales
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	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	ssiemer@lincoln.ne.gov		440 S. 8th St.	
Phone	(402) 441-7414		Lincoln, NE 68508	Contact
Fax	(402) 441-6513	Contact	Suzanne Siemer, Assistant Purchasing Agent	Department Building
Bid Number	13-213 Addendum 2			
Title	Annual Supply of Power and Hand Tools	Department		Floor/Room
Bid Type	Bid	Building		Telephone
Issue Date	07/17/2013			Fax
Close Date	7/31/2013 12:00:00 PM CT	Floor/Room		Email
Need by Date		Telephone	1 (402) 441-7414	
		Fax	1 (402) 441-6513	
		Email	ssiemer@lincoln.ne.gov	

Supplier Information

Company	Total Tool Supply, Inc.
Address	2611 KIMCO DRIVE
	lincoln, NE 68521
Contact	Bruce Ostrander
Department	
Building	
Floor/Room	
Telephone	1 (402) 476 6673
Fax	1 (402) 476 0049
Email	bruce.ostrander@totaltool.com
Submitted	7/30/2013 12:00:57 PM CT
Total	\$4,032.41

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Years in Business	How many years have you been in business? How many years have you been at your current location?	36 YEARS IN BUSINESS, 5 YEARS AT CURRENT LOCATION
6	Primary Location	What is the primary location which will service this account?	TOTAL TOOL SUPPLY 2611 KIMCO DR LINCOLN NE 68521
7	Product Information	What is the number of products in your tool catalog or tool listing? How many manufacturers are represented in your tool catalog or tool listing? How many manufacturers are available to your company?	4,770 AT THE LINCOLN LOCATION 29,000 COMPANY WIDE. 368 VENDORS AND OVER 4,000 OTHER SUPPLIES FOR SPECIAL ORDERS
8	Customer service/order clerk	Is a inside customer service/order clerk available during the normal City/County business hours (8:00 a.m. to 4:30 p.m.) to expedite orders, answer questions and resolve problems? Please state contact name, contact phone number and years with the company.	YES, DARIN PERSON 402-476-6673 14 YEARS EXPERIENCE DARIN.PERSON@TOTALTOOL.COM
9	Outside account/sales representative	Is an outside accout/sales representative to make field visits, demonstrate products, offer technical advice, and assist in refining the program? Please state contact name, contact phone number and years with the company.	CLINT AMOS 402-429-3906 CLINT.AMOS@TOTALTOOL.COM 13 YEARS EXPERIENCE
10	Company Representative	Is a company representative available 24 hrs./day, seven days/week to fill emergency orders?	Yes
11	Tool Warranties	Please state all applicable tool warranties.	POWER TOOLS ONE YEAR ON MANUFACTURE DEFECTS, MOST HAND TOOLS LIFETIME UNLESS ABUSED
12	Fax Orders	Do you accept fax orders? If so, what is the fax number?	YES 402-476-0049
13	Electronic Orders	Do you provide electronic ordering capability? Please explain the means to enhance the Owner's Electronic Ordering Capabiilty?	Yes
14	Computer Software	Is computer software and accessories necessary to connect City/County Departments to your on-line ordering program? If yes, indicate the cost to the City? Provide a brief description of the procedure for placing orders online?	JUST INTERNET ACCESS. WE CAN SET UP CITY USERS WITH A LOGON THAT WILL SHOW CITY PRICING SPECIFIC TO THEIR DEPARTMENT
15	Order Amount	Indicate minimum order amount, if any?	NONE
16	Tool Supply	Can your company supply all of the tools listed in your standard tool catalog the day after the order has been placed? If No, what is the projected time of availability?	YES AND NO DEPENDING ON SUPPLY AND DEMAND. MOST ITEMS SHIP NEXT DAY IF THEY ARE A STOCK ITEM. SPECIAL ORDERS CAN TAKE 7-10 DAYS

17	Delivery Schedule and Requirements	Daily delivery in the City of Lincoln is required as part of this contract. State your current daily delivery schedule in the Lincoln City Limits.	DELIVER TWO TIMES A DAY. MORNING BEFORE 11:30 AFTERNOON BEFORE 4:30
18	County Delivery	Do you provide daily delivery service outside the Lincoln City Limits but in Lancaster County? If yes, are there any restrictions?	YES ON A AS NEEDED BASIS
19	Return Policy	What is your return policy?	30 DAYS
20	Re-stocking charge	Is there a restocking charge? If yes, what is its cost?	DEPENDS ON THE MANUFACTURES DECISION
21	Credits/Pick-ups	How are credits and pick-ups handled for returned items?	CREDITA ARE ISSUED THROUGHT OUR ACCOUNTING DEPARTMENT, PICK UPS ARE HANDLED AT THE BRANCH LEVEL
22	Current Business	Does your company currently do business with a City of Lincoln/Lancaster County Agency? If yes, Who? What is the dollar amount for each agency for the past year?	YES. ENGINEERING-4000 FIRE MAINT-500 FIRE STATION#1-4000 FLEET-1500 HOUSING-1700 PARK REC-16,000 WASTEWATER-10,000 LINCOLN WATER-11,000
23	Government Contract	Are you currently under any kind of government contract for the items listed n this bid? If Yes, with who?	WE HAD PART OF THE LAST CONTRACT WITH THE CITY OF LINCOLN
24	Catalog or Tool List Pricing	I have attached in the "Repsonse Attachment" section of this e-bid a link to our Online catalog which contains the complete tool list and pricing OR I have sent/hand-delivered a CD with a complete list of all products offered by my company with the cost for each item listed for all purchases made by the Owners for the term of this contract. PLACE THE CD IN A SEALED ENVELOPE MARKED WITH THE FOLLOWING: CATALOG PRICING - CITY/COUNTY/PBC TOOLS - SPEC 13-213.<br 	Yes
25	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	YES YES TWO YEARS
26	Renewal is an Option	Contract Extension Renewal is an option.	Yes
27	Contact	Name of person submitting this bid:	CLINT AMOS
28	Electronic Signature	Please check here for your electronic signature.	Yes
29	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
30	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes

- 31 Discount Offered Does the pricing on your CD or the items accessed from the link to the Online catalog already reflect a DISCOUNT to the Owners: YES or NO?
If "YES", indicate the % OFF DISCOUNT that was applied to the items?
If "NO", indicate the % OFF DISCOUNT that will be applied for items listed on your CD or items accessed from the link provided to the Online catalog?
Note: *Prices entered into the 30 LINE ITEMS of this e-bid must already reflect any % OFF DISCOUNT. This pertains to the items on the CD or link to the Online catalog.
- YES. POWER TOOLS 7% DISCOUNT, HAND TOOLS 20% DISCOUNT
- 32 Numbers in Price Box 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.
- Yes
- 33 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.
- If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.
- Yes
- 34 Available Reports Indicate if your company has the capability to generate reports in ALL of the following formats:
Monthly usage summary report by item
Year-to-Date usage summary report by item
Monthly Department/Division Transaction Report
If "NO", then indicate which of the above formats that your company has the capability to provide?
- YES YES YES
- 35 Usage Reports Our company agrees to provide any or all of the formats of reports that are listed as a capability under the "Available Reports" attribute?
- Yes
- 36 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
- 37 Agreement to Addendum No. 2 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	1	EA	6" Diagonal Cutting Pliers	\$19.20
Manufacturer: SK or Equivalent				
Item Notes: *List the manufacturer's name and part number in the line item "Notes".				
Supplier Notes: KLEIN D202-6				
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2	1	EA	Heavy Duty Diagonal Cutting Pliers 7"	\$21.19
Manufacturer: Klein or Equivalent				
Item Notes: *List the manufacturer's name and part number in the line item "Notes".				
Supplier Notes: KLEIN D220-7				
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3	1	EA	Heavy Duty End Cutting Nippers 14"	\$31.17
Manufacturer: Channel Lock or Equivalent				
Item Notes: *List the manufacturer's name and part number in the line item "Notes".				
Supplier Notes: CHANNEL LOCK 148-14				
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4	1	EA	Crescent Wrench 18"	\$51.09
Manufacturer: Crescent or Equivalent				
Item Notes: *List the manufacturer's name and part number in the line item "Notes".				
Supplier Notes: CRESENT APEAC224BK				
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5	1	EA	Locking Plier 10" Curve Jaw	\$8.78
Manufacturer: Stanley or Equivalent				
Item Notes: *List the manufacturer's name and part number in the line item "Notes".				
Supplier Notes: IRWIN 0502L3				
<hr/>				
6	1	EA	10" Adjustable Wrench	\$7.47
Manufacturer: Crescent or Equivalent				
Item Notes: *List the manufacturer's name and part number in the line item "Notes".				
Supplier Notes: CRESENT APEAC210BK				

7	1	EA	13" Curved-Claw Hammer	\$14.09
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Manufacturer: Westward or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: STANLEY 51-505

8	1	EA	5 in 1 Wire Stripper/Cutter/Crimper	\$17.85
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Manufacturer: Proto or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: PROTO PPJ298

9	1	EA	15 in 1 Original Multibit Screwdrivers	\$11.76
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Manufacturer: MegaPro or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: KLEIN 10 IN 1 32-477

10	1	EA	12" Bar Clamp/Spreader	\$20.06
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Manufacturer: Irwin or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: IRWIN 512QCN

11	1	EA	1" x 30' Tape Measure	\$16.44
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Manufacturer: Stanley or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: STANLEY 33-430

12	1	EA	2 Gallon Hand Held Poly Sprayer	\$42.94
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Manufacturer: Chapen or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: CHAPIN 21220XP

13	1	EA	Square Point Shovel, 46" Wood Handle	\$9.67
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Manufacturer: Falcon or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: AMES BMTLS

14	1	EA	Round Point Shovel, Wood Handle 8 1/4" x 11"	\$9.47
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Manufacturer: Falcon or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: AMES BMTLR

15	1	EA	Lawn Rake, 48" Wood Handle	\$8.28
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Manufacturer: Westward or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: AMES 163034400

16	1	EA	Magnetic Rare Earth Edge, Glow Illumination Level	\$6.50
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Manufacturer: Stanley or Equivalent Manufacturer #: 42-465

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: STANLEY 42-465

17	1	EA	3 Position Switch LED, Aluminum Body Flashlight	\$90.89
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Manufacturer: Streamlight or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: STEAMLIGHT 76161

18	1	EA	Dead Blow Hammer, Fiberglass Handles w/Nonslip Grip, 12 1/4"	\$19.19
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Manufacturer: Nupla or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: NUPLA BD4 FSG

19	1	EA	Retractable Blade Utility Knife	\$3.83
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Manufacturer: Stanley or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: STANLEY 10-099

20	1	EA	Multi-tool, Radius Needle Nose, 5 Tools, 8 Functions.	\$69.21
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Manufacturer: Gerber or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: LEATHERMAN ORS386-831102

21	1	EA	Cordless Drill / Driver	\$138.82
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Manufacturer: DeWalt or Equivalent Manufacturer #: DC742KA

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: DEWALT DC742KA

22	1	EA	Corded Circular Saw - 7 1/4" Blade, 5800 RPM	\$139.95
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Manufacturer: DeWalt or Equivalent Manufacturer #: DW368K

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: DEWALT DW369CSK THE DW368K IS DISCONTINUED

23	1	EA	Powder Acuated Nailer - Single Shot	\$135.51
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Manufacturer: Hilti DX 36 or Equivalent

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: POWERS FASTENERS 52006

24	1	EA	3/4hp Dust Collector	\$592.31
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Manufacturer: Dayton or Equivalent Manufacturer #: 3AA31

Item Notes: *List the manufacturer's name and part number in the line item "Notes".

Supplier Notes: JET 708659K

25	1	EA	14" Concrete Cutter- Electric		\$720.35
Manufacturer: Husqvarna K3000 or Equivalent					
Item Notes: *List the manufacturer's name and part number in the line item "Notes".					
Supplier Notes: HUSQVARNA K3000 WET SAW					
26	1	EA	Reciprocating Saws- Sawzall 3/4 Blade Stroke		\$100.42
Manufacturer: Milwaukee or Equivalent					
Item Notes: *List the manufacturer's name and part number in the line item "Notes".					
Supplier Notes: MILWAUKEE 6509-31					
27	1	EA	Sander/Grinder - Rear Handle Trigger		\$143.02
Manufacturer: Bosch or Equivalent					
Item Notes: *List the manufacturer's name and part number in the line item "Notes".					
Supplier Notes: BOSCH 3725DEVS					
28	1	EA	D-Grip Handle Digger - Sleeve Type Retainer		\$784.71
Manufacturer: Ingersoll Rand or Equivalent Manufacturer #: 93 Series					
Item Notes: *List the manufacturer's name and part number in the line item "Notes".					
Supplier Notes: INGERSOLL 93A1					
29	1	EA	Paving Breaker - 60 lb Class - Fixed Handle		\$798.24
Manufacturer: Ingersoll Rand or Equivalent Manufacturer #: MX 60A					
Item Notes: *List the manufacturer's name and part number in the line item "Notes".					
Supplier Notes: INGERSOLL MX60A					
30	1	EA	Portable Engine-Driven Solids-Handling Pump, Gas Powered B&S Engine		\$0.00
Manufacturer: Dayton or Equivalent					
Item Notes: *List the manufacturer's name and part number in the line item "Notes".					
Supplier Notes: MODEL NUMBER OF THE MACHINE THAT YOU WANT					
Response Total:					\$4,032.41

**SPECIFICATIONS
FOR
ANNUAL SUPPLY OF
POWER TOOLS, HAND TOOLS AND RELATED ITEMS**

1. SCOPE OF SERVICES AND GENERAL INFORMATION

- 1.1 Furnish and deliver hand tools, power tools and related hardware items for the term of the agreement as ordered by the City of Lincoln, Lancaster County and Lincoln/Lancaster County Public Building Commission (hereinafter referred to as the Owners).
 - 1.1.1 Wherever in this document a singular entity is referenced (ie, "the City", "the Building Commission" or "the County") it shall mean the Owners encompassing all three (3) entities.
- 1.2 Term of agreement shall be one (1) year from date of agreement, with option to renew for three (3) additional one (1) year terms.
- 1.3 The Owners purchased approximately \$87,000.00 in hand tools, power tools and related items over the previous year.
 - 1.3.1 This contract does not guarantee any purchases by the Owners.

2. INQUIRIES

- 2.1 Bidder shall submit bid documents and all supporting material via e-bid.
 - 2.1.1 The CD shall be submitted as indicated herein.
- 2.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Suzanne Siemer, Assistant. Purchasing Agent (ssiemer@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 2.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 2.2.2 Purchasing shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 2.2.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 2.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

3. PRICING

- 3.1 Pricing will be based on the price list provided in the Line Items of the e-bid and the cost of all other tools which will be copied onto a CD and mailed or hand-delivered to the Purchasing office prior to bid closing.
- 3.2 This is a non-exclusive contract and the Owners reserve the right to obtain separate bids on special or large quantity purchases.

4. ORDERS

- 4.1 Orders for stock and non-stock items will be placed by the Owners on an as-needed basis.

- 4.1.1 Vendor shall notify Owners immediately of the projected delivery day for stock and non-stock items which are not available for next day delivery.
- 4.2 Bidder shall indicate in the Attribute section of the e-bid any means by which electronic orders will be accepted and bidder's capability to enhance the Owners electronic ordering capability.

5. DELIVERIES

- 5.1 All deliveries should be made to the departments on the next business day after order is placed.
 - 5.1.1 If order cannot be made on the next business day, the sales rep will contact the person placing the order and provide the revised shipping date and reason for delay.
- 5.2 Bidders shall list their delivery schedule for orders in the Attribute section of the e-bid.

6. BACK ORDERS AND RETURNS

- 6.1 Back-orders of Stock Items must be held to a minimum, and shall not exceed 3% of total items ordered (97%) fill rate.
- 6.2 A repeated pattern of back orders of Stock Items may be cause of cancellation of the agreement.
- 6.3 Stock Items shipped in error must be replaced at vendor's expense within one (1) business day of notification.
- 6.4 Any item delivered which is found to be damaged or incomplete must be repaired or replaced within four (4) working days of notification.

7. CD TOOL LIST

- 7.1 Proposers shall submit their complete CD Tool List with pricing for all items via mail or hand-delivered to the Purchasing Office prior to bid closing.
- 7.2 Purchasing Division may restrict certain items listed in the vendor's full-line catalog or CD tool list which are normally bid due to volume or category, or which are of a quality level not suitable for the departments' applications.
- 7.3 Upon award of the contract, successful Vendors shall supply and deliver a CD Tool List with all pricing to all Owner Agencies and Departments as requested.

8. REPORTS

- 8.1 Vendors shall indicate in the attribute section of the e-bid under "Available Reports", their capability to generate various formats of reports.
 - 8.1.1 Upon request, the Vendor shall provide usage reports in the appropriate format showing all purchases made by the individual departments.

9. TOOL WARRANTIES

- 9.1 All tools shall carry a one (1) year warranty against defects in material and workmanship.
- 9.2 In addition, mechanics tools shall carry an unconditional lifetime warranty.

9.3 Vendor shall state all applicable warranty terms and conditions in the Attribute section of the e-bid, including any satisfaction guarantees offered directly by the vendor.

10. VENDOR ADDED SERVICES

- 10.1 Owners seek assistance from the vendor to improve, modernize and enhance the procurement and delivery of tools.
- 10.2 Owners may request the vendor to participate in workshops and vendor exhibits to assist in familiarizing the departments with the vendors products and the ordering process.
- 10.3 Vendors may suggest additional services they are particularly capable of performing, such as tool repairs.
- 10.4 A complete description of these added vendor services shall be typed on your company letterhead, labeled "Additional Services", and attached to the Response Attachments section of the e-bid.

11. INVOICES AND PAYMENT

- 11.1 All orders shall be billed to the individual City of Lincoln, Lancaster County and Public Building Commission agency placing the order.
- 11.2 Vendor must verify the identity of the person placing an order and receive an authorized signature for all tools picked up and delivered (NO EXCEPTIONS).
- 11.3 Payment shall be made to vendor based on statements listing the ordering agency, order number and name listed as valid signature received.

12. SUBMITTAL REQUIREMENTS

- 12.1 Full-line of tools on CD which shows the list price of all tools available for the Owners.
 - 12.1.1 The CD may be mailed or hand delivered but it **must** be here at time of bid closing.
 - 12.1.2 When sending the CD it **must** be in a format that is readable by the Purchasing Division - preferably a PDF format.
- 12.2 The following information shall be attached to the Response Attachment section of your e-bid.
 - 12.2.1 A complete explanation of all exceptions to this bid detailed on company letterhead.
 - 12.2.2 A listing of any additional services offered to the Owners.

13. EVALUATION CRITERIA

- 13.1 Award of bid will be made to the most responsive Bidder whose response complies with the requirements of this bid and any addenda, except for such minor defects as may be waived by the Owners.
- 13.2 Evaluation criteria for responsiveness will include, but not be limited to:
 - 13.2.1 Number and names of tool manufacturers represented by your company;
 - 13.2.2 Billing, delivery, return policies, and other provisions offered to the Owners;
 - 13.2.3 Any additional services, warranties, etc., offered by the proposer of benefit to the Owners; and

- 13.2.4 Results of the prices as listed for the 30 items in the Line Item section of the e-bid and up to 30 more items selected from the CD Tool List required.
 - 13.2.4.1 Additional 30 items will be selected at random.
 - 13.2.4.2 The price for these items will be computed by using the CD Tool List price submitted by the vendor prior to bid closing.
- 13.3 The Owners prefer to have a prime vendor for all items requested but may split the award based on the results of the pricing and discounts submitted.

END OF SPECIFICATIONS

ADDENDUM No. 1
Issue Date: 07/23/13
SPECIFICATION NO. 13-213
FOR

Annual Supply Power and Hand Tools

Addenda are instruments issued by the Owners 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 Owner's specification and bidding documents:

Item 1)

An attribute called "Discount Offered" has been added to the Attribute section of the e-bid.

All other terms and conditions shall remain unchanged.
Dated this 23rd Day of July, 2013.

ADDENDUM No. 2
Issue Date: 07/29/13
SPECIFICATION NO. 13-213
FOR
Annual Supply of Power and Hand Tools

Addenda are instruments issued by the Owners 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 Owner's specification and bidding documents:

Line Item Changes:

Lines 1 through 30 have been changed to include the following instruction to vendors: “*List the manufacturer's name and part number in the line item "Notes".

Lines 16, 21 and 22 have been changed to reflect the responses to the questions listed herein.

Changes to the Specifications:

Section 2, 2.1 of “INQUIRIES” of the specifications has been amended to read as follows:

- 2.1 The **CD or a link to the Vendor's Online Catalog** (on company letterhead) shall be submitted as indicated herein.

Section 3., 3.1 of “PRICING” of the specifications has been amended to read as follows:

- 3.1 Pricing will be based on the price list provided in the Line Items of the e-bid and the cost of all other tools which will be copied onto a CD and mailed or hand-delivered to the Purchasing office prior to bid closing or prices provided via viewing the link to the Online Catalog (provide on company letterhead and attach in the Response Attachment section when submitting the e-bid response).

Section 7., 7.1 of “CD TOOL LIST” of the Specifications has been amended to add the following language:

- 7.1.1 The Owners prefer a CD, but Vendor may instead provide a **link to their Online catalog** (on company letterhead) that contains their complete tool list with pricing - attach in the Response Attachment section of the e-bid response.

Section 12., 12.2 of “SUBMITTAL REQUIREMENTS” of the Specifications has been amended to add the following language:

- 12.2.3 If not submitting a CD, Vendor must include in the Response Attachment section of the e-bid response a **link to your Online Catalog** which contains the complete tool list with pricing (attachment providing this link shall be on company letterhead).

Section 13, 13.2.4.2 of “EVALUATION CRITERIA” of the Specifications has been amended to read as follows:

- 13.2.4.2 The price for these items will be computed by using the CD or by viewing the link to Vendor's Online Catalog Tool List pricing submitted by the vendor prior to bid closing.

Questions Received:

Question: Line 16 – 1 EA Magnetic Rare Earth Edge, Glow Illumination Level
Manufacturer: Johnson or Equivalent

Could you please indicate what size, or provide a Johnson part number?

Answer: Line 16 has been changed to: Manufacturer: Stanley or Equivalent,
Part # 42-465

Question: Line 21 - 1 EA 12V Cordless Drill / Driver
Manufacturer: DeWalt or Equivalent

Could you indicate what size chuck (3/8", 1/2") or provide a DeWalt part number?

Answer: Line 21 has been changed to: Manufacturer: DeWalt or Equivalent,
Part # DC742KA

Question: Line 22 - 1 EA Corded Circular Saw - 7 1/4" Blade
Manufacturer: Makita or Equivalent

Could you indicate how many RPMs or provide a Makita part number?

Answer: Line 22 has been changed to: Manufacturer: DeWalt or Equivalent,
Part # DW368K, 5800 RPM

E-bid Attributes

Attributes in the e-bid have also been updated to reflect the changes in this Addendum.

All other terms and conditions shall remain unchanged.
Dated this 29th Day of July, 2013.

Suzanne Siemer
Assistant Purchasing Agent