

C - 14 - 03971

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CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Requirements
for
Construction and Landfill Equipment Repair
Bid No. 14-160**

**Hamilton Equipment Co.
8801 Highway 6
Lincoln, NE 68507
402-464-6381**

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

C - 14 - 0397 .

THIS CONTRACT, made and entered into by and between Hamilton Equipment Co., 8801 Highway 6, Lincoln, NE 68507, 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, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Construction and Landfill Equipment Repair, Bid No. 14-160 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 Line Package No. 7 of Contractor's 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. All contracts awarded for Bid No. 14-160 will combine for a total amount estimated at \$300,000.00 for the County. All contracts will combine for a total amount estimated at \$400,000.00 for the City.

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 and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

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 upon mutual agreement be all parties..
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. 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. Miller

 City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]

 Mayor

Approved by Executive No. 087381

dated 8-5-14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

[Signature]

 County Law

The Board of County Commissioners of
 Lancaster, Nebraska

[Signature]

[Signature]

[Signature]

[Signature]

dated 8/12/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Hamilton Equipment Co.
Name of Corporation

6100 Arbor Rd., Lincoln, NE 68517
(Address)

By: [Signature]
Duly Authorized Official

Sales Manager
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	Robert Walla Asst. Purchasing Agent	Address	440 S. 8th St.	Address
Email	rwalla@lincoln.ne.gov		Lincoln, NE 68516	
Phone	1 (402) 441-8309	Contact	Robert Walla - Purchasing Agent	Contact
Fax	1 (402) 441-6513		Purchasing	Department
Bid Number	14-160 Addendum 1	Department		Building
Title	Annual Requirements for Construction and Landfill Equipment Repair	Building	Suite 200	Floor/Room
Bid Type	Bid	Floor/Room		Telephone
Issue Date	06/06/2014	Telephone	402 (441) 8309	Fax
Close Date	6/27/2014 12:00:00 PM CT	Fax	402 (441) 6513	Email
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Hamilton Equipment Co
 Address 8801 Highway 6
 Lincoln, NE 68507

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4646381
 Fax 1 (402) 4645989
 Email
 Submitted 6/23/2014 7:37:51 AM CT
 Total \$225.00

Signature _____

Supplier Notes

Bid Notes

This bid includes the City of Lincoln, Lancaster County, City of Lincoln/Lancaster County Public Building Commission and Douglas County, NE as participants.
 Vendors may bid on the Lincoln, NE work for those locations in that area, OR bid on the Omaha, NE work for Douglas County.
 See Specifications for details on distance allowed from each location for bid eligibility.
 Contracts will be issued to Awarded Vendors separately by the Lincoln, NE entities and Douglas County.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Inclusive of All Entities	All documentation which relates to the Owners in this bid include the City of Lincoln, Lancaster County, The Lincoln/Lancaster County Public Building Commission and Douglas County, Nebraska. Any exceptions to the inclusion of all of these entities as part of the terms of the bid or awarded contracts must be outlined on Company Letterhead and attached to the Response Attachment section of the Vendors ebid response. Do you agree to these terms as they are outlined herein? Yes or No If no, what are the deviations?	Yes Bid Package 7
2	Omaha or Lincoln Location	Is your company bidding for the Omaha,NE (Douglas County) or Lincoln,NE locations? (A company may bid both locations if they have a shop in both cities.)	Lincoln, NE
3	Shop Location	Please list the location/s where your shop is located where service will be provided:	Hamilton Equipment Co. 8801 Highway 6 Lincoln, NE 68507
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements. I further understand that separate insurance certificates will be required for Douglas County and the Lincoln entities.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Specifications	I acknowledge reading and understanding the specifications.	Yes
8	Term Clause of Contract	(a) Bid prices firm for the initial contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If Yes, state period for which prices will remain firm: through _____	(a) No / (b) yes / (c) Through December 31, 2014
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Shop/Environmental Charges	State the Shop/Environmental Charges for each repair (If \$0, then please indicate \$0)-	Varies depending upon the repair. Ranges from 1.00 to 20.00
11	Parts Discount	State the percentage off of parts from the Manufactures Suggested List Price:	0
12	Parts and Labor Warranty Period	State the Parts and Labor Warranty Period for the Services Provided:	90 days
14	Type and number of service vehicles	State the type and number of service vehicles you currently have in service:	One 3/4 ton truck with air compressor
15	Bidders Normal Working Hours	State the normal working days and hours for your Company:	Monday - Friday 7:30 to 5:00 / Sat 7:30 to 12:00 April to Mid December
16	Electronic Signature	Please check here for your electronic signature.	Yes

17	Contact	Name of person submitting this bid:	Brian Motschenbacher
18	Term	I acknowledge and understand that the Term of the contract will be one (1) year with the option to renew for three (3) additional one (1) year terms upon mutual agreement by all parties.	Yes
19	Other Fees and Charges	List any other fees or charges which would be charged to the Owners for repairs which are not addressed in any other Attribute: NOTE: Additional fees will not be paid by Owners during the contract term if they are not outlined in this section.	100.00 hauling fee if, equipment cannot be repaired on site and must be transported to dealership.
20	Authorized Service Provider	What brand of equipment are you an Authorized Service and/or Warranty Provider for? Do you repair any other brands of equipment? Yes or No + If Yes, Name the brands you service and provide the rates at which service would be completed.	Bobcat
21	Bid Award	I understand and accept the terms that the Owners reserve the right to award contracts to Vendors that they believe will best serve their interests as they relate to the work described in this bid and the Specifications: Yes or NO If NO, what exceptions do you take to this Attribute?	Other brands we provide service for: Kubota / Honda / Doosan
22	Field Service	Does your company provide after-hours field service upon request of the Owners? Yes or No	No
23	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	1	PKG	Case - Construction Equipment Repair Pricing - Lincoln, NE	No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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1.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

1.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

1.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier Notes:

1.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier Notes:

1.5	1	mi	Field Service Truck (cost per mile)	
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Supplier Notes:

2	1	PKG	John Deere - Construction Equipment Repair Pricing - Lincoln, NE	No Bid
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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2.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

2.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

2.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

2.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

2.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

3 1 PKG Caterpillar - Construction Equipment Repair Pricing - Lincoln, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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3.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

3.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

3.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

3.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

3.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

4 1 PKG Frontier - Landfill Equipment Repair Pricing - Lincoln, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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4.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

4.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

4.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier*
Notes:

4.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

4.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

5	1	PKG	Komptech - Landfill Equipment Repair Pricing - Lincoln, NE	No Bid
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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5.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

5.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

5.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

5.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

5.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

6 1 PKG Komatsu - Construction Equipment Repair Pricing - Lincoln, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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6.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

6.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

6.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

6.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

6.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

7 1 PKG Bobcat - Construction Equipment Repair Pricing - Lincoln, NE \$225.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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7.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	95.00
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Supplier
Notes:

7.2	1	hr	Shop Labor Rate for after hours (cost per hour)	No Bid
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Supplier
Notes:

7.3	1	hr	Field Service Rate for normal working hours (cost per hour)	95.00
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Supplier
Notes:

7.4	1	hr	Field Service Rate for after hours (cost per hour)	No Bid
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Supplier
Notes:

7.5	1	mi	Field Service Truck (cost per mile)	35.00
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Supplier Notes: 35.00 is the cost per trip. Hamilton Equipment Co. does not have a (cost per mile)

8	1	PKG	Sterling Truck - Truck Repair Pricing - Lincoln, NE	No Bid
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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8.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

8.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

8.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

8.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

8.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

9 1 PKG Freightliner Truck - Truck Repair Pricing - Lincoln, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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9.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

9.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

9.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier Notes:

9.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier Notes:

9.5	1	mi	Field Service Truck (cost per mile)	
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Supplier Notes:

10 1 PKG International Truck - Truck Repair Pricing - Lincoln, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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10.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

10.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

10.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

10.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

10.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

11 1 PKG Mack Truck - Truck Repair Pricing - Lincoln, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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11.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

11.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

11.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

11.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

11.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

12 1 PKG Case - Construction Equipment Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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12.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

12.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

12.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

12.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

12.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

13	1	PKG	John Deere - Construction Equipment Repair Pricing - Omaha, NE	No Bid
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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13.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

13.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

13.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

13.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

13.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

14 1 PKG Caterpillar - Construction Equipment Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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14.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

14.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

14.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

14.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

14.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

15 1 PKG Frontier - Landfill Equipment Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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15.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

15.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

15.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

15.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

15.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

16 1 PKG Komptech - Landfill Equipment Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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16.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

16.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

16.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

16.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

16.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

17 1 PKG Komatsu - Construction Equipment Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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17.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

17.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

17.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier Notes:

17.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier Notes:

17.5	1	mi	Field Service Truck (cost per mile)	
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Supplier Notes:

18 1 PKG Bobcat - Construction Equipment Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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18.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

18.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

18.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

18.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

18.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

19 1 PKG Sterling Truck - Truck Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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19.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

19.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

19.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

19.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

19.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

20 1 PKG Freightliner Truck - Truck Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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20.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

20.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

20.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

20.4	1	hr	Field Service Rate for after hours (cost per hour)	
------	---	----	--	--

Supplier
Notes:

20.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

21	1	PKG	International Truck - Truck Repair Pricing - Omaha, NE	No Bid
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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21.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

21.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

21.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

21.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

21.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

22 1 PKG Mack Truck - Truck Repair Pricing - Omaha, NE No Bid

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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22.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
------	---	----	--	--

Supplier
Notes:

22.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
------	---	----	---	--

Supplier
Notes:

22.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

22.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

22.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

Response Total: \$225.00

SPECIFICATIONS
REPAIR SERVICES FOR CONSTRUCTION and LANDFILL EQUIPMENT

1. OVERVIEW

- 1.1 It is the intent of the City of Lincoln, Nebraska, the City of Lincoln/Lancaster County Public Building Commission, Lancaster County, Nebraska and Douglas County, Nebraska, hereinafter called the "Owners" to contract with qualified Vendors for maintenance, service and repair, as deemed necessary by the Owners, on a variety of construction/landfill equipment.
- 1.2 Contracts will be awarded on the basis of Vendor qualifications, rates, discounts and warranties provided.
- 1.3 Because the Vendor must be a manufacturer's authorized service and warranty provider, multiple contracts shall be awarded.

2. SCOPE OF WORK

- 2.1 The Owners own and maintain a large fleet of construction and landfill equipment.
- 2.2 Due to both the size and diversity of the fleet it is necessary to utilize Vendor resources to manage such assets in the most cost effective and efficient manner.
- 2.3 In an effort to optimize both internal and external resources, the Owners are seeking to contract specific maintenance service and repairs on an individual request basis.
- 2.4 Providing after hours field service for extended periods during emergency operations, such as snow removal, is essential.

3. QUALIFICATIONS

- 3.1 Responding Vendors must be authorized service and/or warranty provider for one or more of the manufacturers identified in Item #6 of this document.
- 3.2 Facilities and staffing must be adequate to perform service and repairs requested in a timely manner.
- 3.3 Field service capabilities must include service vehicles available for onsite repairs.
- 3.4 Field service capabilities must include the ability to provide after-hours service for extended periods.
- 3.5 The Owners may request an on-site visit to inspect the Vendor's facility, review staffing experience, service vehicles and parts inventory prior to contract award.
- 3.6 Vendors who are submitting a bid for truck repair for Lincoln entities shall be located within 25 miles of the Lincoln City Limits.
 - 3.6.1 Vendors who are submitting a bid for truck repair for Douglas County shall be located within 25 miles of the Omaha City Limits.

4. INSURANCE REQUIREMENTS

- 4.1 The successful Vendors will be required to fully insure all equipment repaired at the Vendor's facility, from all perils, until picked up by or delivered to the Owner.
 - 4.1.1 Successful Vendors must also provide Garage Keeper's Insurance according to the terms of the insurance requirements.
 - 4.1.2 Certificates of Accord will be required from all Vendors and list each entity as Additional Insured in the Description of Operations box for the respective contract.

5. SERVICE REQUEST AND PROVISIONS

- 5.1 Service and repairs will be performed by the Vendor strictly on request.
- 5.2 The Owners will neither be obligated nor limited to any specific number of requests.
- 5.3 Only new OEM parts will be utilized by the Vendor unless the use of aftermarket, reconditioned or used parts is pre-approved by the Owners.
- 5.4 Written repair estimates will be provided upon request by the Owners prior to repair approval.

- 5.5 The need for additional repairs found during the normal course of servicing or authorized repair will be communicated to the Owner for further authorization of such repairs.
- 5.6 Recommended adjustments to the maintenance schedule or program which would reduce the maintenance & operations costs or extend the life of the equipment, determined by the Vendor, must be reported to the Owner for consideration.
- 5.7 If equipment transportation is required or requested by the Owner, the Vendor shall provide a written estimate of all required transportation costs, including but not limited to, all necessary equipment preparation, permits and escort.
- 5.8 No repair shall exceed \$50,000 without written estimate and approval by the Owner.

6. CONTRACTS DESIRED FOR BID

- 6.1 Case: Construction Equipment, Bid Package No. 1.
- 6.2 John Deere: Construction/Landfill Equipment, Bid Package No. 2.
- 6.3 Caterpillar: Construction/Landfill Equipment, Bid Package No. 3.
- 6.4 Frontier: Landfill Equipment, Bid Package No. 4.
- 6.5 Komptech: Landfill Equipment, Bid Package No. 5.
- 6.6 Komatsu: Construction Equipment, Bid Package No. 6.
- 6.7 Bobcat: Construction Equipment, Bid Package No. 7
- 6.8 Sterling Trucks: Construction Equipment, Bid Package No. 8
- 6.9 Freightliner Trucks: Construction Equipment, Bid Package No. 9
- 6.10 International Trucks: Construction Equipment, Bid Package No. 10
- 6.11 Mack Trucks: Construction Equipment, Bid Package No. 11
- 6.12 Bid Packages 1-11 are for Lincoln, NE services while Bid Packages 12-22 are for Omaha, NE services.

7. PROPOSAL SUBMITTAL REQUIREMENTS

- 7.1 Vendors will provide the following information by manufacturer.
 - 7.1.1 Manufacturer of construction/landfill equipment represented by Vendor.
 - 7.1.2 Shop labor rate for normal working hours.
 - 7.1.2.1 Indicate normal working days and hours in the attribute.
 - 7.1.3 Shop labor rate for after hours.
 - 7.1.4 Field service labor rate for normal working hours.
 - 7.1.5 Field service labor rate for after hours.
 - 7.1.6 Field service truck cost per mile.
 - 7.1.7 Shop/Environmental charges.
 - 7.1.8 Percent (%) of discount from manufacturers suggested list price for all parts.
 - 7.1.9 Parts and labor warranty for services provided

ADDENDUM NO. 1
Issue Date: 06/19/2014
SPECIFICATION NO.14-160
FOR

Annual Requirements for Construction & Landfill Equipment Repair

Addenda are instruments issued 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 specification and bidding documents:

1. Bid has been extended to June 27, 2014 at 12:00pm.
2. Attribute #1 has been revised to reflect the intent of the Owners.
3. Attribute # 2 has been revised to inform Vendors that they can bid for both locations if there is a shop located in both cities.
4. Attribute #13 has been removed from the original bid and replaced with Attribute #22 which allows for a "no" answer.
5. Attribute #21 has been revised to reflect the intent of the Owners.

All other terms and conditions shall remain unchanged.

Robert L Walla
Assistant Purchasing Agent

End of Addendum