

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF GRADER BLADES
BID NO: 13-244
FIRST RENEWAL**

This Amendment is hereby entered into by and between NMC, 930 West "O" Street, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 17, 2013, under D. O. No. 086489, (the "Agreement"), for **The Annual Supply of Grader Blades, Bid No. 13-244**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 1, 2013 through August 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement with a price increase of lines 3 and 4 and a decrease of line 7, as per attachment A, for an additional one (1) year term beginning September 1, 2014 through August 31, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to renew the agreement with a price increase of lines 3 and 4 and a decrease of line 7, as per attachment A, for an additional one (1) year term beginning September 1, 2014 through August 31, 2015
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$12,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, 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.

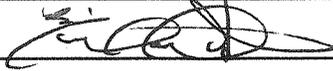
Official City Use Only

Dated this 3rd day
of September 2014



Chris Beutler, Mayor

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

Company Name: (Please Print)	NMC INC.
By: (Please Sign)	
By: (Please Print)	MICHAEL DEIBERT
Title: (Please Print)	MANAGER, BRANCH OPERATIONS
Company Address: (Please Print)	401 NW 56 TH ST. LINCOLN 68528
Company Phone & Fax: (Please Print))	402-473-1080 ; 402-476-4208
E-Mail Address: (Please Print)	MICHAELDEIBERT@NMCCAT.COM
Date: (Please Print)	JULY 28, 2014
Contact Person For: "Orders or Service" (Please Print)	GARY THOMSEN - ORDERS DARCY RAMSEY - SERVICE
Phone Number: (Please Print)	GARY- 402-473-1051 DARCY- 402-473-1095



NMC CAT
401 NW 56th St.
Lincoln, NE 68528

ATTACHMENT A

8/1/14

City of Lincoln/ Lancaster County Purchasing
Renewal for Annual Supply of Blades, Bid No. 13-244

Pricing for contract renewal.

Bid Line item

- (1) 7T3497 no change
- (2) 1359692 no change
- (3) 3565242 \$288.20
- (4) 3565231 \$220.90
- (5) 5D9559 no change
- (6) 5D9558 no change
- (7) 9W2315 \$57.16

Gary Thomsen
Parts and Service Sales Representative
NMC, Inc.
Northwest 56th Street
Lincoln, NE 68528
Direct: 402-473-1051 Toll: 888-833-1455
Cell: 402-326-4521 Fax: 402-476-4208
garythomsen@nmc.com
www.nmccat.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
GRADER BLADES
BID NO. 13-244**

**N M C
930 West "O" Street
Lincoln, NE 68528
402.474.5566 X 1050**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **NMC, 930 West "O" Street, Lincoln, NE 68528**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Annual Supply of Grader Blades, Bid No. 13-244** and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to Lines No. 1, 2, 5, and 6 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 total cost of products or services for City departments shall not exceed \$25,008.00 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 City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract is a one (1) year term beginning **September 1, 2013 through August 31, 2014**, with the option to renew for three additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Grader/Snow/Underbody Plow Blades and Curb Guards/Runners Bid Schedule
 5. Special Provisions
 6. Instructions to Bidders
 7. Addendum 1
 9. Notice to Bidders
 10. Sales Tax Exemption Form 13

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

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Teresa J. Meier



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No.

086489

dated

9-17-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

NMC Inc.

Name of Corporation

930 West O St.

(Address)

By: *Brian Stutzman*

Duly Authorized Official

Parts 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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	13-244 Addendum 1	Department	Purchasing	Department
Title	Annual Supply of Grader Blades	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	08/01/2013	Telephone	(402) 441-7428	Telephone
Close Date	8/14/2013 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company	N M C
Address	930 West "O" St. Lincoln, NE 68528
Contact	Barry Stutzman
Department	Parts Dept.
Building	
Floor/Room	
Telephone	1 (402) 474-5566 1050
Fax	1 (402) 474-0118
Email	barrystutzman@nebraska-machinery.com
Submitted	8/12/2013 8:33:33 AM CT
Total	\$104,837.98

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	60 days
5	Contact	Name of person submitting this bid:	Barry Stutzman
6	Warranty	I acknowledge that the manufacturers warranty has been attached to the Vendors Response Attachment Section of the E-bid.	Yes
7	Literature	I acknowledge that the manufacturers literature for products being bid has been attached to the Vendors Response Attachment Section of the E-bid.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	
11	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
12	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
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	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	200	EA	Thru-Hardened (Flat Plow Blade), 1" W x 8" H x 5' L	\$87.74

Manufacturer: Caterpillar Manufacturer #: 7T3497

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	7T3497

2	10	EA	Thru-Hardened (Flat Plow Blade), 1" W x 8" H x 4' L	\$71.41
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Manufacturer: Caterpillar Manufacturer #: 1359692

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	1359692

3	24	EA	Carbide Insert (Underbody Plow Blade), 7/8" W x 5" H x 4' L	\$263.67
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Manufacturer: Caterpillar Manufacturer #: 3565242

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	3565242

4 18 EA Carbide Insert (Underbody Plow Blade), 7/8" W x 5" H x 3' L \$202.10

Manufacturer: Caterpillar Manufacturer #: 3565241

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	3565241

5 50 EA Thru-Hardened (DBC Grader Blade), 3/4" W x 8" H x 7' L \$94.13

Manufacturer: Caterpillar Manufacturer #: 5D9559

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	5D9559

6 25 EA Thru-Hardened (DBC Grader Blade), 3/4" W x 8" H x 6' L \$81.58

Manufacturer: Caterpillar Manufacturer #: 5D9558

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	5D9558

7 1,200 EA High-Carbon (DBC Grader Blade), 1/2" W x 8" H x 7' L \$58.22

Manufacturer: Caterpillar Manufacturer #: 9W2315

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	Caterpillar
2	Model	Please provide the Model Number of the item you are bidding.	9W2315

8 100 EA Carbide Insert (Right Curb Guard), 1" W x 8" H x 21' L No Bid

Manufacturer: Winter Equipment Manufacturer #: PC8312XR

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

9 100 EA Carbide Insert (Left Curb Guard), 1" W x 8" H x 21' L No Bid

Manufacturer: Winter Equipment Manufacturer #: PC8312XL

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

10 50 EA Carbide Insert (Right Curb Guard), 1" W x 6" H x 21' L No Bid

Manufacturer: Winter Equipment Manufacturer #: PC6312ER

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

11 50 EA Carbide Insert (Left Curb Guard), 1" W x 6" H x 21' L No Bid

Manufacturer: Winter Equipment Manufacturer #: PC6312EL

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

12 20 EA Carbide Reinforced (Left/Right Curb Runner), 3/4" W x 4" H x 22' L No Bid

Manufacturer: Winter Equipment Manufacturer #: CR463U

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

13 20 EA Carbide Reinforced (Left/Right Plow Guard Kit) No Bid

Manufacturer: Winter Equipment Manufacturer #: KT-Xtendor 13-5/8

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

14 15 EA Flat Square Edge (Standard Punch Plow Blade), 1/2" W x 5" H x 5' L No Bid

Item Notes:
Used as wiper blade

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

15 15 EA Flat Square Edge (Standard Punch Plow Blade), 1/2" W x 5" H x 6' L No Bid

Item Notes:
Used as wiper blade

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

16 15 EA Plow Edge, 1/2" x 6" x 90" No Bid

Manufacturer: Western Manufacturer #: 1301294

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide Manufacturer of item you are bidding.	
2	Model	Please provide the Model Number of the item you are bidding.	

Response Total: \$104,837.98

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name City of Lincoln				Name NMC			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 930 West "O" Street			
City Lincoln	State NE	Zip Code 68508		City Lincoln	State NE	Zip Code 68528	

Check Type of Certificate

Single Purchase

Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased	Intended Use of Item(s) Purchased
----------------------------------	-----------------------------------

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

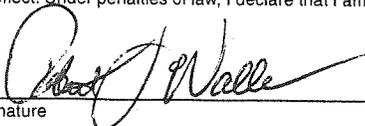
2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature



Asst. Purchasing Agent

Title

Date

8/26/13

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the normal course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate. Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/reg/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

NMC

CONTRACT DOCUMENT REFERENCE SHEET

Date of Origin: _____

Purchasing Contact: RFP 13-244

Contract Subject: Grader Blades

Beginning Entity: City

Final Entity: City

Contract Executed By: Circle All That Apply - City County PBC

Contract Effective Date: Upon completion date —

File Information

To access the contract document and all accompanying files that are part of the contract follow these instructions:

- F -
- Files -
- Share Burch
- Purchasing Contracts -

Name of Contract: _____

If you see an error in the contract documents or the attachments, please contact Kim Wilnes - 441-7417 in the Purchasing Dept.

If you need additional information, please contact the person designated as the Purchasing Contact listed above.

Thank you

**ANNUAL REQUIREMENTS FOR GRADER/SNOW/UNDERBODY PLOW
BLADES AND CURB GUARDS/RUNNERS**

1. **SUPPLEMENTAL INSTRUCTION TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for GRADER/SNOW/UNDERBODY BLADES AND CURB GUARDS/RUNNERS.
- 1.2 Contractor shall submit bid documents and supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed to written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. **GENERAL INFORMATION**

- 2.1 The term of this contract is one (1) year, September 1, 2013 through August 31, 2014 with option to renew for three (3) additional one (1) year terms.
- 2.2 The City/County reserves the right to award contracts on a lump sum bases or by item # and to include single or multiple awards, as determined to be in the best interest of the City/County.

3. **DELIVERY**

- 3.1 Unit bid price will include all delivery costs, including shipping and handling to the following delivery points:
 - 3.1.1 City of Lincoln, Fleet Services Garage
901 West Bond Street
Lincoln, NE
 - 3.1.2 Lancaster County Shop, Bldg. B
444 Cherrycreek Road
Lincoln, NE.
 - 3.1.3 Solid Waste Operations
6001 Bluff Road
Lincoln NE.
- 3.2 Deliveries shall be made between the hours of 9:00 a.m. and 3:00 p.m. on normal City/County work days.
 - 3.2.1 A 24-hour advance notice with estimated time of arrival is required.
- 3.3 Deliveries shall be made utilizing a flatbed or open type delivery vehicle.
 - 3.3.1 Enclosed vehicle deliveries will not be accepted.
- 3.4 Maximum 30 day delivery "after receipt of order" is required for large seasonal orders.
 - 3.4.1 Please state your estimated delivery time days ARO.; which is in the attribute Section of the E-bid.

4. **PACKAGING**
 - 4.1 All blades, guards and runners shall be packaged in bundles of ten (10), securely banded together.
 - 4.1.1 Orders with less than ten (10) units shall also be banded for ease of handling.

5. **WARRANTY**
 - 5.1 Thru-hardened and high-carbon blades shall be unconditionally guaranteed against cracks or breakage from any cause for the useful life of the blade.
 - 5.2 Replacement blades and guards shall be provided, to include hardware and freight, for any and all blades and guards which break or crack, at no cost to the City/County.
 - 5.3 Manufacturers standard warranty for carbide insert blades, guards and runners shall apply.
 - 5.4 Please include the manufacturers warranty information with your bid proposal.

6. **BLADES AND GUARDS DESIGN AND DIMENSION**
 - 6.1 Blades and guards design and dimensions will be as indicated on the Bid Schedule.
 - 6.2 Specific information will be provided in the technical specifications.
 - 6.3 Exceptions to any part of these specifications will be clearly noted on bidders company letter head, by item number and description of product being offered.
 - 6.4 Blades and guards that deviate in some specific areas of the material specification but are equal in performance and durability may be considered.
 - 6.4.1 The city reserves the right to determine if a product is equal in performance and durability.

SECTION I
THRU-HARDENED SNOW PLOW BLADES

7. **BLADES**
 - 7.1 Blades shall be (SAE 1074) steel, flat sections having standard AASHTO highway punching.
 - 7.2 Punching shall be 11/16" square holes countersink to receive a 5/8" #3 head plow bolt.
 - 7.3 Blades shall be top-punched 1.5" from top of blade to center line of bolt holes, with the first two holes on each end of blade being 3" apart; the remaining holes shall be 2" apart. EXAMPLE (3-3-12-3-3).
 - 7.3.1 Blades with 6" spacings in lieu of 12" are acceptable.
 - 7.4 Tolerance for spacings shall be (+/-) 1/16", non-accumulative, from center to center, across the full length of the blade.
 - 7.5 The blades shall be considered straight based industry standards, with a maximum allowable deviation of .06" within any 12" section.
 - 7.6 Bevel, angle or square surface contact edge design is acceptable.
 - 7.7 Blades shall accurately fit moldboards.
 - 7.8 Blades shall be coated with a quality paint to prevent corrosion while in outside storage.
 - 7.9 Each blade shall be legibly marked with an identifying part number.
 - 7.10 The weight of the blades shall be computed from the dimensions specified on the Bid Schedule.
 - 7.10.1 A unit weight of 489.6 pounds per cubic foot shall be used in computing the weight with a maximum variation below the theoretical net weight for any single blade of five (5) %.

8. **HARDNESS**
- 8.1 Blades shall be heat treated, thru-hardened.
 - 8.2 Blades shall have a Brinell hardness number of 400 to 500, with a minimum core hardness of 400.
 - 8.3 Rockwell hardness C-scale from 43 to 53.
 - 8.4 The blade manufacturer shall furnish (upon request by the City/County) a certificate or test report showing the actual Brinell hardness of the blades being provided.

9. **FINISHED PRODUCT**
- 9.1 Full moldboard shall generally consist of two blade sections.
 - 9.2 The finished blades shall comply with standard blade manufacturing practices and tolerances.
 - 9.3 Manufacturer's literature for products being offered shall be included with the bid proposal.
 - 9.4 Blades will be subject to inspection by the City/County for compliance with these specifications at the time of delivery.

SECTION II
CARBIDE INSERT UNDERBODY PLOW BLADES

10. **BLADES**
- 10.1 Blades shall be (SAE 1020) steel, top beveled flat sections having standard AASHTO highway punching.
 - 10.2 Punching shall be 1 1/16" square holes countersink to receive a 5/8" #3 head plow bolt.
 - 10.3 Unless otherwise stated blades shall be top-punched 1.5" from top of blade to center line of bolt holes, with the first two holes on each end of blade being 3" apart; the remaining holes shall be 12" apart. EXAMPLE (3-3-12-3-3)
 - 10.3.1 Blades with 6" spacing in lieu of 12" are acceptable.
 - 10.4 Tolerance for spacing shall be (+/-) 1/16", non-accumulative, from center to center, across the full length of the blade.
 - 10.5 The blades shall be considered straight based on industry standards, with a maximum allowable deviation of .06" within any 12" section.
 - 10.6 Blades shall accurately fit moldboards.
 - 10.7 Blades shall be coated with a quality paint to prevent corrosion while in outside storage.
 - 10.8 Each blade shall be legibly marked with an identifying part number.
 - 10.9 The groove for the carbide inserts shall be milled in the center of the blade edge.

11. **CARBIDE INSERTS**
- 11.1 The tungsten carbide insert shall be of trapezoidal design, with the following dimensions:
 - 11.1.1 Length: 1" nominal
 - 11.1.2 Width: .365" (+/-) .005"
 - 11.1.3 Height .635" (+/-) .005"
 - 11.1.4 Bottom Angle: 25 degrees (+/-) 1 degree with nose radius of 1/16" minimum.

- 11.2 The insert shall be high shock WC grade of tungsten carbide with (11 to 12-1/2) percent cobalt content with properties as follows:
 - 11.2.1 Density: 14.1 minimum to 14.6 maximum
 - 11.2.2 Hardness: 87.5 minimum to 89.0 maximum
 - 11.2.3 Transverse Rupture Strength (P.S.I.): 350,000 minimum
 - 11.2.4 Porosity: A06 - B00 - C00 (Based on testing in accordance with ASTM designation B276-79)
- 11.3 The carbide insert manufacturer shall furnish (upon request) certification, to the City/County, that the inserts meet the specifications as set forth in Item #11.2.

12. **BRAZING**

- 12.1 The carbide inserts will be brazed on all sides with sound brazing practice, having no evidence of voids, with a minimum shear strength of 30,000 PSI.
- 12.2 The carbide inserts will be placed in-line within the milled groove with spacing no more the .010" between inserts the entire length of the cutting edge.
- 12.3 Each blade will contain a 1" length of carbide insert for each 1" length of blade.

13. **FINISHED PRODUCT**

- 13.1 Full moldboard will generally consist of three blade sections.
- 13.2 The finished blades will comply with standard blade manufacturing practices and tolerances.
- 13.3 Manufacturer's literature for products being offered will be included with the bid proposal.
- 13.4 Blades will be subject to inspection by the City/County for compliance with these specifications at the time of delivery.

SECTION III
THRU-HARDENED GRADER BLADES

14. **BLADES**

- 14.1 Blades shall be (SAE 1074) steel.
- 14.2 Punching shall be 11/16" square holes countersink to receive a 5/8" #3 head plow bolt.
- 14.3 Blades shall be top-punched, with first two holes on each end of blade being 3" apart; the remaining holes will be 6" apart. EXAMPLE (3-3-6-3-3)
- 14.4 Tolerance for spacings shall be (+/-) 1/16", non-accumulative, from center to center, across the full length of the blade.
- 14.5 The blades shall be considered straight based on industry standards, with a maximum allowable deviation of .06" within any 12" section.
- 14.6 Curved, double bevel blade design.
- 14.7 Blades shall accurately fit moldboards.
- 14.8 Blades shall be coated with a quality paint to prevent corrosion while in outside storage.
- 14.9 Each blade shall be legibly marked with identifying part number.
- 14.10 The weight of the blades shall be computed from the dimensions specified on the Bid Schedule.
 - 14.10.1 A unit weight of 489.6 pounds per cubic foot shall be used in computing the weight with a maximum variation below the theoretical net weight for any single blade of five (5) %.

15. **HARDNESS**
- 15.1 Blades shall be heat treated, thru-hardened.
 - 15.2 Blades shall have a Brinell hardness number of 400 to 500, with a minimum core hardness of 400.
 - 15.3 Rockwell hardness C-scale from 43 to 53.
 - 15.4 The blade manufacturer shall furnish (upon request by the City/County) a certificate or test report showing the actual Brinell hardness of the blades being provided.

16. **FINISHED PRODUCT**
- 16.1 Full moldboard shall generally consist of a two blade sections.
 - 16.2 The finished blades shall comply with standard blade manufacturing practices and tolerances.
 - 16.3 Blades will be subject to inspection by the City/County for compliance with these specifications at the time of delivery.

SECTION IV
HIGH-CARBON STEEL GRADER BLADES

17. **BLADES**
- 17.1 Blades shall be (SAE 1084) steel.
 - 17.2 Punching shall be 11/16" square holes countersink to receive a 5/8" #3 head plow bolt.
 - 17.3 Blades shall be top-punched, with first two holes on each end of blade being 3" apart; the remaining holes shall be 6" apart. EXAMPLE (3-3-6-3-3)
 - 17.4 Tolerance for spacings shall be (+/-) 1/16", non-accumulative, from center to center, across the full length of the blade.
 - 17.5 The blade shall be considered straight based on industry standards, with a maximum allowable deviation of .06" within any 12" section.
 - 17.6 Curved, double bevel blade design.
 - 17.7 Blades shall accurately fit moldboard.
 - 17.8 Blades shall be coated with a quality paint to prevent corrosion while in outside storage.
 - 17.9 Each blade shall be legibly marked with identifying part number.
 - 17.10 The weight of the blades shall be computed from the dimensions specified on the Bid Schedule.
 - 17.10.1 A unit weight of 489.6 pounds per cubic foot will be used in computing the weight with a maximum variation below the theoretical net weight for any single blade of five (5) %.

18. **HARDNESS**
- 18.1 Blades shall be high-carbon.
 - 18.2 Brinell hardness of 255 to 325.
 - 18.3 Rockwell hardness C-scale 25.4 to 34.7.
 - 18.4 The blade manufacturer shall furnish (upon request by the City/County) a certificate or test report showing the actual Brinell hardness of the blades being provided.

19. **FINISHED PRODUCT**

- 19.1 Full moldboard will generally consist of two blade sections.
- 19.2 The finished blades shall comply with standard blade manufacturing practices and tolerances.
- 19.3 Blades shall be subject to inspection by the City/County for compliance with these specifications at the time of delivery.

SECTION V
CARBIDE REINFORCED CURB GUARDS

20. **CURB GUARDS**

- 20.1 Curb guards shall be (A36) steel, curved on the outside end to a radius of approximately 105° and having standard AASHTO highway punching.
- 20.2 Punching shall be 11/16" square hole countersink to receive 5/8" #3 head plow bolt.
- 20.3 Guards shall be top-punched, with the first two holes on the end of guard being 3" apart and the third 12" on center. EXAMPLE (3-3-12)
- 20.4 High impact, carbon steel bar running the full length of the front carbide cutting edge with the bar welded to the top front surface of the guard.
- 20.5 Carbide cutting edge matrix shall be 7/8" minimum in height for the full length of minimum 1" thick steel base.
 - 20.5.1 Carbide matrix profile shall be parallel and flush (plus/minus 1/32") to the blade side of the guard and be fused to the front impact bar.
- 20.6 Carbide matrix on curb contact corner shall be a minimum 7 square inches x 3/8" thick (1.0 minimum carbide weight).
- 20.7 Carbide wear edge must demonstrate vertical stress relief checks with one relief check minimum per inch of longitudinal carbide matrix.
- 20.8 Minimum 6.2 lbs. minimum total carbide weight.
- 20.9 Longitudinal cracks at fusion zone of carbide weld to base is not acceptable.
- 20.10 Curb guards shall be coated with a quality paint to prevent corrosion while in outside storage.
- 20.11 Guards will be subject to inspection by the City/County for compliance with these specifications at the time of delivery.

SECTION VI
CARBIDE REINFORCED CURB RUNNERS

21. **CURB RUNNERS**

- 20.1 Curb runner shall be (A36) steel, bar stock 3/4" thick
- 20.2 Punching shall be 11/16" square hole countersink to receive 5/8" #3 head plow bolt.
- 20.3 Runner shall be punched 3-3-3-3-3 for universal mounting.
- 20.4 A-22 cast steel casting with 0.8 lbs. minimum carbide matrix at curb contact corner.
- 20.5 Curb runners shall be coated with a quality paint to prevent corrosion while in outside storage.
- 20.6 Runners will be subject to inspection by the City/County for compliance with these specifications at the time of delivery.

GRADER/SNOW/UNDERBODY PLOW BLADES AND CURB
GUARDS/RUNNERS BID SCHEDULE

Item #	Description	Size (LxHxW)	Quantity	Price Each	Extended Price
1.	Thru-Hardened (Flat Plow Blade) Example: Caterpillar #7T3497	5'x 8"x 1"	200	_____	_____
2.	Thru-Hardened (Flat Plow Blade) Example: Caterpillar #1359692	4'x 8"x 1"	10	_____	_____
3.	Carbide Insert (Underbody Plow Blade) Example: Caterpillar #3565242	4'x 5"x 7/8"	16	_____	_____
4.	Carbide Insert (Underbody Plow Blade) Example: Caterpillar #3565241	3'x 5"x 7/8"	10	_____	_____
5.	Thru-Hardened (DBC Grader Blade) Example: Caterpillar #5D9559	7'x 8"x 3/4"	50	_____	_____
6.	Thru-Hardened (DBC Grader Blade) Example: Caterpillar #5D9558	6'x 8"x 3/4"	25	_____	_____
7.	High-Carbon (DBC Grader Blade) Example: Caterpillar #9W2315	7'x 8"x 1/2"	1000	_____	_____
8.	Carbide Insert (Right Curb Guard) Example Winter Equipment #PC8312XR	21"x 8"x 1"	100	_____	_____
9.	Carbide Insert (Left Curb Guard) Example: Winter Equipment #PC8312XL	21"x 8"x 1"	100	_____	_____
10.	Carbide Insert (Right Curb Guard) Example: Winter Equipment #PC6312ER	21"x 6" x 1"	50	_____	_____
11.	Carbide Insert (Left Curb Guard) Example: Winter Equipment #PC6312EL	21"x 6" x 1"	50	_____	_____

12. Carbide Reinforced 22"x 4" x 3/4" 20 _____
(Left/Right CurbRunner) _____
Example Winter Equipment #CR463U
13. Carbide Reinforced 20 _____
(Left/Right Plow Guard Kit) _____
Example: Winter Equipment #KT-Xtendor 13-5/8

**GRADER/SNOW/UNDERBODY PLOW BLADES AND CURB
GUARDS/RUNNERS BID SCHEDULE**

Item #	Description	Size (LxHxW)	Quantity	Price Each	Extended Price
1.	Thru-Hardened (Flat Plow Blade) Example: Caterpillar #7T3497	5'x 8"x 1"	200	_____	_____
2.	Thru-Hardened (Flat Plow Blade) Example: Caterpillar #1359692	4'x 8"x 1"	10	_____	_____
3.	Carbide Insert (Underbody Plow Blade) Example: Caterpillar #3565242	4'x 5"x 7/8"	16	_____	_____
4.	Carbide Insert (Underbody Plow Blade) Example: Caterpillar #3565241	3'x 5"x 7/8"	10	_____	_____
5.	Thru-Hardened (DBC Grader Blade) Example: Caterpillar #5D9559	7'x 8"x 3/4"	50	_____	_____
6.	Thru-Hardened (DBC Grader Blade) Example: Caterpillar #5D9558	6'x 8"x 3/4"	25	_____	_____
7.	High-Carbon (DBC Grader Blade) Example: Caterpillar #9W2315	7'x 8"x 1/2"	1000	_____	_____
8.	Carbide Insert (Right Curb Guard) Example Winter Equipment #PC8312XR	21"x 8"x 1"	100	_____	_____
9.	Carbide Insert (Left Curb Guard) Example: Winter Equipment #PC8312XL	21"x 8"x 1"	100	_____	_____
10.	Carbide Insert (Right Curb Guard) Example: Winter Equipment #PC6312ER	21"x 6" x 1"	50	_____	_____
11.	Carbide Insert (Left Curb Guard) Example: Winter Equipment #PC6312EL	21"x 6" x 1"	50	_____	_____

12. Carbide Reinforced 22"x 4" x 3/4" 20 _____
(Left/Right CurbRunner) _____
Example Winter Equipment #CR463U

13. Carbide Reinforced 20 _____
(Left/Right Plow Guard Kit) _____
Example: Winter Equipment #KT-Xtendor 13-5/8

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive 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 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/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will 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 execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section 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:
 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. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing 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.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. 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.
10. 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 no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, 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.

INSTRUCTIONS TO BIDDERS
City of Lincoln, Nebraska, County of Lancaster
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 and Lancaster County, hereafter referred to as "Owners" 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. If you do not care to bid, please respond to the bid request and note your reason.
- 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 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 formal 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 Standard Specifications for Municipal Construction 2011 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 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/stnds-spec/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 bidder's bond, may be required to be submitted with this bid 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 Office 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 to be received 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 Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners 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 Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification 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 specification 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 bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification 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 specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only 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 Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification 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 formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal 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 any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

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 Owners 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 specification 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 Owners' 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 Owners.
- 9.2 Such demonstration can be at the Owners 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 Owners 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 Owners reserve 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. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner 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, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
11.1.1 Manufacturer's warranties and/or guarantees.
11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, 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 Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. 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 Owners; and
12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners 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 Owner, as required by the specification 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 Owners 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 Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners 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 Owners.
- 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 Owners. 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 Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal 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 Owners 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 Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners 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 worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has 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 proposal 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 concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; 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-Lancaster County 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. **INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

20. **EXECUTION OF AGREEMENT**

- 20.1 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. The contract shall consist of a City of Lincoln and Lancaster County 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.
- b. **CONTRACT**, unless otherwise noted.
1. City and County will furnish copies of the 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 with the dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City and County will sign and date the Contract.
 4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

21. **TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. **CITY AUDIT ADVISORY BOARD**

- 22.1 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.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. **E-VERIFY**

- 23.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

ADDENDUM NO. 1

Issue Date: 08/01/13

SPECIFICATION NO.13-244 FOR

ANNUAL SUPPLY OF GRADER BLADES

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:

1. Bid line items 14 and 15 should be 6" and NOT 5".
2. Bid line items 14 and 15 are standard High-Carbon Blades

All other terms and conditions shall remain unchanged.

Sharon R. Mulder
Assistant Purchasing Agent

End of Addendum No. 1

Advertise 2 times
Wednesday, July 31, 2013
Wednesday, August 7, 2013

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, August 14, 2013** for providing the following:

Annual Supply of Grader Blades
Bid No. 13-244

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, llirons@lincoln.ne.gov or (402) 441-7417, kwilnes@lincoln.ne.gov.