# CONTRACT DOCUMENTS

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

## ANNUAL SUPPLY
## OF
## TURF FERTILIZERS AND CHEMICALS
## BID NO. 14-268

**Van Diest Supply Company**
**4714 South 85th Circle**
**Lincoln, NE 68526**
**402.960.3055**

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

THIS CONTRACT, made and entered into by and between **Van Diest Supply Company, 4714 South 85th Circle, Lincoln, NE 68526**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

**Annual Supply of Turf Fertilizers and Chemicals, Bid No. 14-268**

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; © 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 lines 1, 2, 3, 5, 6, 8, 10, 12, 25, 27, 28, 30, 32, 33, 34, 39, 40, 43, 45, 46 49, and 53 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. The estimated cost of products or services for County agencies shall not exceed $2,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed $72,000.00 during the contract term without approval. The estimated cost of products or services for the Public Building Commission shall not exceed $2,000.00 during the contract term without approval by the Board of the Public Building Commission.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Audit Provision: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one year term.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response
    3. Specifications
    4. Addendum No. 1
    5. Special Provisions

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

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

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

ATTEST:

Teresa J. Meier

City Clerk

CITY OF LINCOLN FOUNDED JULY 29, 1867 SEAL INCORPORATED APRIL 7, 1869 LANCASTER COUNTY, NEBRASKA

CITY OF LINCOLN, NEBRASKA

Mayor

**Approved by:**

Executive No. 088029

dated 2-26-15

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest: Jeffery R. Kirkpatrick

Public Building Commission Attorney

Larry Hudkins

Chairperson, Public Building Commission

dated 3.10.15

## EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

Bill Avery

Schorr Absent

dated 3/3/15

## EXECUTION BY CONTRACTOR

IF A CORPORATION:

VAN DIEST SUPPLY CO.
Name of Corporation

ATTEST:

4714 SO. 85TH CR. LINCOLN, NE 68526
(Address)

(SEAL)
Secretary

By:
Duly Authorized Official

AREA 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

| | |
|---|---|
| Bid Creator | Shelly Hinze, Buyer |
| Email | rhinze@lincoln.ne.gov |
| Phone | 1 (402) 441-8313 |
| Fax | 1 (402) 441-6513 |
| Bid Number | 14-268 Addendum 1 |
| Title | Annual Requirements of Turf Fertilizers and Chemicals |
| Bid Type | Bid |
| Issue Date | 11/12/2014 |
| Close Date | 11/26/2014 12:00:00 PM CT |
| Need by Date | |

## Contact Information

| | |
|---|---|
| Address | Purchasing\City & County<br>440 S. 8th St.<br>Lincoln, NE 68508 |
| Contact | Shelly Hinze, Buyer |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 441-8313 |
| Fax | 1 (402) 441-6513 |
| Email | rhinze@lincoln.ne.gov |

## Ship to Information

| | |
|---|---|
| Address | |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | |
| Fax | |
| Email | |

## Supplier Information

| | |
|---|---|
| Company | Van Diest Supply Company |
| Address | 4714 South 85th Circle<br><br>Lincoln, NE 68526 |
| Contact | Ross Vandergriend |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 960 3055 |
| Fax | 1 (402) 486 0295 |
| Email | rvandergriend@neb.rr.com |
| Submitted | 11/25/2014 11:36:52 AM CT |
| Total | $137,495.01 |

Signature ROSS VANDERGRIEND

Email rvandergriend@neb.rr.com

## Supplier Notes

## Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 2 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 3 | Bid Documents | I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. | Yes |
| 4 | Special Provisions | I acknowledge reading and understanding the Special Provisions. | Yes |
| 5 | Alternate Product | I acknowledge if bidding an alternate product I have attached in the suppliers response section the information listed in section 2.4. | Yes |
| 6 | Quantities | I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. | Yes |
| 7 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 8 | Bid award | I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.<br><br>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 |
| 9 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (1) one year term from the date of the executed contract.<br>(a) Bid prices firm for the full contract period. YES or NO<br><br>(b) Bid prices subject to escallation/de-escalation YES or NO<br>(c) If (b), state period for which prices will remain firm: through _____ | yes |
| 10 | Special Delivery Requirements | I acknowledge reading and understanding the Special Delivery Requirements in the bid specifications. | Yes |
| 11 | Packaging | If the packaging size you are proposing is different than the size requested, it is the Vendor's responsibilty to ensure that the unit price is equal to the packaging specified. THE UNIT PRICE THE VENDOR GIVES MUST BE FOR THE PACKAGING SIZE LISTED. | Yes |
| 12 | Contact | Name of person submitting this bid: | Ross Vandergriend |
| 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 | 84 | 2 1/2 Gallon Container | Quali Pro 3-D Herbicide Active Ingredients: 30.56%, 2, 4, D, 2.77%, Dicamba, 8.17% Mecoprop-p | $46.68 |

Item Notes:

Supplier Notes: 3-D HERBICDE @ 18.67 / GALLON.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUALIPRO 3-D. 2.5 GALLON |

| | | | | |
|---|---|---|---|---|
| 2 | 4 | 1/2 Gallon | Dismiss Turf Herbicide Active Ingredient: Sulfentrazone, 39.6% | $458.39 |

Item Notes:

Supplier Notes: DISMISS @ $ 458.39 / 64 OZ.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | DISMISS. 64 OZ |

| | | | | |
|---|---|---|---|---|
| 3 | 13 | 1 Gallon | Quali Pro T Nex 1 AQ (Primo MAXX) Active Ingredient; Trinexapac-ethyl, 11.3% | $93.97 |

Item Notes:

Supplier Notes: T NEX @ $ 93.97 / GAL

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUALPRO T NEX. 1 GAL. |

| | | | | |
|---|---|---|---|---|
| 4 | 13 | 1 Gallon | Tide Paclo (Turf Enhancer) Active Ingredient; Paclobutrozol…22.3% | $142.99 |

Item Notes:

Supplier Notes: TIDE PACLO @ $ 142.99 / GAL

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUALIPRO TIDE PACLO. 1 GAL |

| | | | | |
|---|---|---|---|---|
| 5 | 16 | 2 1/2 Gallon Container | Quali Pro Ethephon 2 SL (Prozy Herbicide) Active Ingredient; Ethepon 21.7% | $55.23 |

Item Notes:

Supplier Notes: ETHEPHON 2 SL @ $ 22.09 /GAL.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUALIPRO ETHEPHON 2 SL. 2.5 GAL. |

| | | | | |
|---|---|---|---|---|
| 6 | 40 | 8 oz. Bottle | QuickSilver Herbicide Active Ingredient; Carfentrazone-ethyl 21.3% | $98.79 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUICKSILVER. 8 OZ. |

| | | | | |
|---|---|---|---|---|
| 7 | 5 | 2.5 Gallon | Dimension 2 EW Herbicide Active Ingredient; Dithlopyr 24% | $427.45 |

Item Notes:

Supplier Notes: DIMENSION 2EW @ $ 170.98 / GAL

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | DIMENSION 2EW. 2.5 GAL. |

| | | | | |
|---|---|---|---|---|
| 8 | 2 | 5 lb. bag | QualiPro Prodiamine (Barricade Herbicide) Active Ingredient; Prodiamine 65% | $39.20 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUALIPRO PRODIAMINE. 5 # |

| | | | | |
|---|---|---|---|---|
| 9 | 1 | 2.5 Gallon | Surge Herbicide Active Ingredient; Sulfentrazone, .67%, 2, 4-D 18.79%, Mecoprop-p, 6.80%, Dicambe, 3.02% | $111.23 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | SURGE. 2.5 GAL. |

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10 2 2.5 Gallon Musketeer Turf Growth Regulator Active Ingredient: Flurprimidol, 5.6% Paclobutrazol, 5.6%, Trinexapac-ethyl, 1.4% $700.00

Item Notes:

Supplier Notes: MUSKETEER @ $ 280.00 / GAL.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | MUSKETEER. 2.5 GAL. |

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11 1 2.5 Gallon Secure Fungicide Active Ingredient; Fluazinam, 40% $1,412.50

Item Notes:

Supplier Notes: SECURE @ $ 565.00 / GAL

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | SECURE. 2.5 GAL. |

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12 12 4 x 4 x 5.5 oz. Pkg Bayleton 50WSP Fungicide NO SUBSTITUTE Active Ingredient; 1-3 3 Dimethyl-1, 2 Butanone - 50% $427.68

Item Notes:

Supplier Notes: BAYLETON 50WSP @ $ 4.86 / OZ.(427.68 / CASE ).

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | BAYLETON 50WSP. 4X4X5.5 OZ. |

---

13 4 2.5 Gallon Syngenta Daconil Zn Flowable with Super WeatherStik - NO SUBSTITUTE Active Ingredient: Chlorothalonil-38.5% $120.00

Item Notes:

Supplier Notes: DACONIL ZN @ $ 48.00 / GAL

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | DACONIL ZN. 2.5 GL. |

| | | | | |
|---|---|---|---|---|
| 14 | 2 | 1 Gallon | Banner Maxx II Fungicide NO SUBSTITUTE Active Ingredient; 14.3% Propiconazole | $214.00 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | BANNER MAXX. 1 GAL. |

| | | | | |
|---|---|---|---|---|
| 15 | 5 | .49 lb. | Emerald Fungicide Active Ingredient; Boscalid 70% | $145.04 |

Item Notes:

Supplier Notes: EMERALD @ $296.00 / #

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | EMERALD . .49 # |

| | | | | |
|---|---|---|---|---|
| 16 | 7 | 5 lb. bag | Tourney Fungicide Active Ingredient; Metconazole 50% | $672.50 |

Item Notes:

Supplier Notes: TOURNEY @ 134.50 / #

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | TOURNEY. 5# |

| | | | | |
|---|---|---|---|---|
| 17 | 3 | 8 x 16 oz. | Disarm 480 SC Fungicide Active Ingredient; Floxastrobin 40.3% | $2,304.00 |

Item Notes:

Supplier Notes: DISMISS 480 SC @ $288.00 / PINT.($2304.00/8 PINT.)

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | DISMISS 480 SC. 8XPINT |

| | | | | |
|---|---|---|---|---|
| 18 | 4 | 2 1/2 Gallon | Clearys 26/36 (Fluid Fungicide) Active Ingredient: Thiophanate-Methyl, 19.65%, Iprodione, 19.65% | $275.00 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | CLEARYS 26/36. 2.5 GAL. |

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19 22 3 lb. Honor Intrinsic Brand Fungicide Active Ingredient; Pyraclostrobin 16.8%, Boscalid 11.2% $402.00

Item Notes:

Supplier Notes: HONOR INTRINSIC @ $134.00 / # ( $402.00/3# )

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | HONOR INTRINSC . 3# |

---

20 1 36 Lb. Drum Honor Intrinsic Brand Fungicide Active Ingredient; Pyraclostrobin 16.8%, Boscalid 11.2% $3,559.68

Item Notes:

Supplier Notes: HONOR INTRINSIC @ $ 98.88/ # ($3559.68/36# ).

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | HONOR INTRINSIC. 36 # |

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21 2 Gallon Cleary 3336 Plus Active Ingredient; Thiophanate-Methyl 19.4% $100.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | CLEARYS 3336 PLUS |

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22 3 4 x 1 Gallon QualiPro Tebucaonzole Fungicide Active Ingredient: Tebuconazole 38.70% $213.16

Item Notes:

Supplier Notes: QUALIPRO TEBUCONAZOLE @ $53.29/GAL.($213.16/4GAL).

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | QUALIPRO TEBUCONAZOLE. 4X1 GAL |

| | | | | |
|---|---|---|---|---|
| 23 | 1 | 2 x 2 Gallon | Lesco Spectator Turf and Ornamental Active Ingredient: Propeconazole, 41% | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 24 | 14 | 2.5 Gallon | Daconil Action Fungicide NO SUBSTITUTE Active Ingredient: Chlorothalonil 53.94%, Acibenzolar-S-methyl; Benzo .11% | $185.00 |

Item Notes:

Supplier Notes: DACONIL ACTION @ $74.00/GAL.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | DACONIL ACTION. 2.5 GA. |

| | | | | |
|---|---|---|---|---|
| 25 | 60 | 30 lb. bag | Zenith .5 Insecticide (Merit) Active Ingredient: .5 Imidacloprid | $17.70 |

Item Notes:

Supplier Notes: ZENITH .5G @ $.59 / #

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ZENITH .5G. 30# |

| | | | | |
|---|---|---|---|---|
| 26 | 6 | 1/2 Gallon | DuPont Acelepryn Insecticide Active Ingredient; Chlorantraniliprole 18.4% | $927.50 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ACELEPRYN. 64 OZ |

| | | | | |
|---|---|---|---|---|
| 27 | 1 | 4 x 1 Gallon | AmTide Imidacloprid 2F T & O (Merit 2F Insecticide) Active Ingredient; Imidacloprid, 2.5% | $159.92 |

Item Notes:

Supplier Notes: ZENITH 2F t&o @ $39.98/GAL.($159.92/4 GAL)

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ZENITH 2F. 4X1 GALLON |

---

28 20 30 lb. bag Dylox 6.2 Insecticide Active Ingredient; Trichlorfon, Dimethyl 6.2% $28.80

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | DYLOX 6.2 G. 30# |

---

29 22 2 lb. 8 oz. Arena 50WDG Insecticide Active Ingredient; Clothianidin 50% $546.75

Item Notes:

Supplier Notes: ARENA 50WDG @ $13.366875/OZ. ( $ 218.70/#) ( $546.75/ 2.5 #)

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ARENA 50WDG. 2 LB. 8 OZ. |

---

30 623 50 lb. Bag UFLEXX Stabilized Urea Nitrogen; 46-0-0 Urea nitrogen stabilized with Hydrexx to provide 6-8 week release. SGN: 210 $21.34

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | UFLEXX. 50# |

---

31 40 50 lb. Bag 0-0-45 Mini Polyon Analysis: Soluble Potash (K20) 45% derived from Polymer Coated Sulfate of Potash No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 32 | 40 | 50 lb. Bag | Super Cal S04 Gypsum Pellets Anaysis: 22-23% available Calcium, 15-18% Sulfur | $4.60 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | SUPER CAL. 50# |

| | | | | |
|---|---|---|---|---|
| 33 | 40 | 50 lb. Bag | Super Cal S04 Gypsum Pellets GREENSGRADE Analysis: 22-23% available Calcium, 15-18% Sulfur | $4.95 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | SUPER CAL. GREENS. 50# |

| | | | | |
|---|---|---|---|---|
| 34 | 100 | 40 lb. Bag | Andersons 18-9-18 Contec DG Plus FE & Mn AGC#8348-2 Analysis: 1.6% Ammoniacal N, 14.5% WSN, 1.9% WIN, Monoammonium phosphate, Potassuim sulfate, in a Homogeneous particle, SGN 80-90 | $52.90 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | 18-9-18 CONTEC DG. 40# |

| | | | | |
|---|---|---|---|---|
| 35 | 20 | 40 lb. Bag | Anderson 13-0-26 Contec DG #AGC131WDG4 with dispersing granule formulation Analysis: All nitrogen derived from Methylene Urea, all potassium derived from potassium sulfate, SGN 90 | $55.00 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | 13-0-26 CONTE DG. 40# |

| | | | | |
|---|---|---|---|---|
| 36 | 2 | 2.5 Gallon | Floratine Astron - Auxilliary nutrient NO SUBSTITUTION | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 37 | 4 | 2.5 Gallon | Floratine ProteSyn Organic Photosynthesis Synergizer NO SUBSTITUTE | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 38 | 164 | 50 lb. Bag | Anderson Premier Fairway Fertilizer 27-3-11 w/FE, Mn NO SUBSTITUTE Anaysis: A minimum of 97% of the total nitrogen is derived from polymer-coated urea and polymer-encapsulated sulfer-coated urea. The remaining Nitrogen is from monoammonium phosphate. All of the urea has been coated to provide 83% slow release Nitrogen Nitrogen: 7% Ammoniacal, 26.3% Urea N, Phospate 3%, Soluble potash 11%, Sulfur 3%, Iron 1%, Manganese 2% Particel size; SGN 240 UI:>50 | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 39 | 100 | 50 lb. Bag | Nitroform Blue Granular 38-0-0 Analysis; Urea 4.5%, SAWSN 6.9%, WIN 26.6%, SGN 190-200 | $30.29 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | NITROFORM 38-0-0. 50# |

| | | | | |
|---|---|---|---|---|
| 40 | 40 | 50 lb Bag | ProMate 22-3-11 Analysise: Urea & MOP | $10.89 |

Item Notes:

Supplier Notes: TURF KING 24-0-4 @ $ 10.89 / BAG.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | 24-0-4. 50# TURF KING. |

| | | | | |
|---|---|---|---|---|
| 41 | 8 | 2 x 2.5 Gallon | Sirus 17-0-11 foliar nutrient by Loveland Product Derived from: Urea-triazone, potassium phosphite, potassium acetate, potassium silicate NO SUBSTITUTE | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 42 | 3 | 2 x 2.5 Gallon | Alpha Nova foliar stimulant by Loveland Products Derived from: sea plants extracts, yeast extracts, L-amino acids, polysaccharides NO SUBSTITUTES | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 43 | 270 | 50 lb. Bag | Turf King 21-0-10 w/50% UFLEXX & MOP & Organics w/3% FE Oxide | $13.99 |

Item Notes:

Supplier Notes: TURF KING 21-0-10 W/50% UFLEXX & MOP & ORGANICS W/3% FE OXIDE

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | TURF KING 21-0-10. 50# |

| | | | | |
|---|---|---|---|---|
| 44 | 8 | 2 x 2.5 Gallon | Silstar, 0-0-26 foliar nutrient by Loveland Product Derived from: potassium phosphite, potassium silicate NO SUBSTITUTE | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

---

45 220 50 lb. Bag Anderson 22-3-8 Fertilizer Plus Merit Insecticide Analysis: .2% Merit Insecticide, Nitrogen, miminum 50% poly coated SCU or Nutralene, Potassium source: Sulfate of Potash. MAX SGN 215 Active ingredient: Imidacloprid .2% $21.59

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ANDERSONS 22-3-8 W/ MERIT . 50# |

---

46 612 50 lb. Bag Andersons 18-3-12 w/ .164% Dimension #APT18DM5.2 Active Ingredient: .164% Dithiopyr Analysis: mimimum 25% PCSCU, maximum 150 SGN $22.59

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ANDERSONS 18-3-12. 164 DIMENSON. 50# |

---

47 35 50 lb. Bag EC Grow 21-0-5 with .43% Barricade Active Ingredient: Prodiamine 43% Analysis: 25% xcu. SGN:215 $16.98

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ECGROW 21-0-5 .43 BARRICADE. 50# |

---

48 164 50 lb. Bag Lesco 0-0-7 With .21% Dimension Active Ingredient: Dimension herbicide Analysis: 7% Muriate of Potash SGN:150 $25.97

Item Notes:

Supplier Notes: ANDERSONS .25 DG PRO @ $ 25.97 / BAG.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | .25 DIMENSION. 50# |

| | | | | |
|---|---|---|---|---|
| 49 | 520 | 50 lb. Bag | 0-0-7 Sulfate of Potash w/.67% acelepryn Active Ingredient: Chlorantraniliprole SGN: 215 | $22.39 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | 0-0-7 SOP W/ACELEPRYN. 50# |

| | | | | |
|---|---|---|---|---|
| 50 | 9 | 2.5 Gallon | Tracker Dye Spray Pattern Indicator | $53.73 |

Item Notes:

Supplier Notes: TURF MARK @ $ 21.49 / GALLON.

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | TURF MAK. 1 GAL. |

| | | | | |
|---|---|---|---|---|
| 51 | 18 | 2.5 Gallon | Cascade High Performance Water Infiltration, NO SUBSTITUTE Active Ingredient: Alkyl Phenol Ethoxylate 10% Polyethylene Glycols 90% | No Bid |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | |

| | | | | |
|---|---|---|---|---|
| 52 | 8 | 5 lb. Bag | Alligare Mojave 70 EG | $42.45 |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | ALLIGARE MOJAVE 70 EG. 5 # |

| | | | | |
|---|---|---|---|---|
| 53 | 12 | 2 x 2.5 Gallon | Ranger Pro 41% Glyphosate | $64.40 |

Item Notes:

Supplier Notes: RANGER PRO 41% @ $ 12.88/GAL.($64.40/2X2.5 GAL.)

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Package Size and Brand | List your package size and brand of product you are bidding. | RANGER PRO. 2X2.5 GAL. |

Response Total: $137,495.01

# THE ANNUAL REQUIREMENTS FOR TURF FERTILIZER AND CHEMICALS

## 1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Turf Fertilizer and Chemical for a one (1) year term of the agreement as ordered by Lancaster County, Nebraska; the Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as the Owners).

1.2 Bid prices shall include the entire cost of the described item and delivery.

1.3 Vendor shall submit bid documents and all supporting material via e-bid.

1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.

1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

1.5 Bid line items are an estimated annual quantities for the term of the contract

1.6 Orders will be placed on an as needed basis throughout the term of the contract.

1.7 All products offered must comply with applicable government laws and regulations.

## 2. BIDDING REQUIREMENTS

2.1 Vendor shall indicate in the Suppliers Notes section of the bid their quantity price break schedule and minimum order requirements for each item.

2.1.1 These will be used in the evaluation of the bid.

2.2 Bid price **MUST** be per package size as indicated per each line item, i.e. $_____ per 2 1/2 gal. container or lb.

2.3 Vendors may bid alternates to packages listed, packaging must be environmental or safety oriented packaging.

2.3.1 Examples would be water soluble packets (WSP), mini-bulk packaging, refillable packaging, materials in recyclable plastic containers, etc.

2.3.2 Suppliers may bid the package size and type requested as well as an alternate bid for environmentally or safety oriented packages.

2.3.3 Alternate bid awards may be given for materials in this type of packaging.

2.3.4 Alternate bid must have Active Ingredient listed in the supplier notes section of the bid.

2.4 For each alternate product, the vendor must submit in the response attachment portion of the bid the following and must cross-reference item to the bid proposal by item number.

2.4.1 Product's Federal registration number.

2.4.2 Sample label

2.4.3 Material safety data sheet

2.4.4 Technical data sheet

## 3. ACCEPTANCE AND DELIVERY OF MATERIAL

3.1 **MSDS FOR HAZARDOUS SUBSTANCES**: Contractor shall furnish Materials Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.

3.1.1 Owners reserves the right to reject any delivery not accompanied by material safety data sheets.

3.2 All packages must be labeled indicating manufacturer's product name and number, chemical composition and quantity.

3.3 All material must be delivered in standard packages.

3.4 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the purchase order or bid number assigned by City of

Lincoln/Lancaster County Purchasing Office.

3.5 All deliveries shall be made Monday through Friday 8:00 am to 4:00 pm. unless other prior arrangements are made.

3.6 Product shall be delivered delivery within twenty-four (24) hours of order and free of charge by the contractor, or picked up at contractor's business location, as directed by each department at time of order.

3.7 The Contractor shall be required to give the Department delivery location a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3.8 Products must be off loaded by vendor's transportation company, shrink wrapped if palletized and labeled appropriately.

3.9 Goods shall only be accepted after inspection by authorized agency representative at time of delivery and documented on shipping documents with agencies employee signature, date and employee number.

3.10 The following documents are due upon delivery to the City or participating agency:

3.10.1 Material Safety Data Sheets

3.10.2 Shipping documents and/or invoice

## 4. TERMINATION FOR CAUSE

4.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.

4.2 The contractor shall be given 24 hours to correct the cause of the complaint.

4.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.

4.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.

4.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.

4.4.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

# Addendum #1
# Annual Requirements fo Turf Fertilizers and Chemicals
# Bid No. 14-268

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

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

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

**Q.** It would appear to me that this bid is for a golf course. Could you tell me how many acres of greens and fairways are in the course, please?

**A.** The bid is for all City of Lincoln/Lancaster County/PBC departments which will include five golf courses.

**Q.** In the Annual Requirements document, the Acceptance and Delivery of Materials Section 3.6, it states that delivery must be within 24 hours of the order. Did I interpret this statement correctly? I would be drop shipping product directly from our factory, but it would probably be about a week from order date to delivery date

A. A week delivery should be no problem although we generally place order for deliveries to be within 24-48 hours .

All other terms and conditions shall remain unchanged.

Dated this day 14th day of November 2014.

Shelly Hinze,
Buyer

# 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, Public Building Commission

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, Lancaster County and Building Commission, 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/stndspec/index.htm

2. **BID SECURITY**

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or 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 and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

**20. EXECUTION OF AGREEMENT**

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

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

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

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

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission 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.

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

**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.

**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.