

87571

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Bedding Plants  
Bid No. 14-185**

**Finke Gardens, Inc  
dba Finke Gardens & Nursery  
500 No. 66<sup>th</sup> Street  
Lincoln, NE 68505  
(402)466-1995**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Finke Gardens, Inc., dba Finke Gardens & Nursery, 500 No. 66<sup>th</sup> Street, Lincoln, NE 68505**, 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 Bedding Plants, Bid No. 14-185** 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 Full Proposal and Attachment A for Pricing.**

**Agreement to Attachment B: credit of "\$.25 per flat credit for each web flat returned."**

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 and Attachment A, 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 \$35,000.00 during the contract term without approval.**

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The 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 shall be a one (1) year term with option to renew for three (3) 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. Attachments A and B
  4. Addendum No. 1 .
  5. Special Provisions .
  6. Specifications .
  7. Instructions to Bidders .
  8. Sales Tax Exemption Form 13 .

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

The Contractor and the 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:

*Thomas J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Chris Beutler*  
Chris Beutler, Mayor

Approved by Executive No. 187571

Dated 10-2-14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

*Finke Gardens, Inc.*  
Name of Corporation

*500 N. 66, Lincoln NE 68505*  
(Address)

By: *Shawn Finke*  
Duly Authorized Official

*Secretary*  
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

Bid Information

Bid Owner Sharon R. Mulder Asst Purchasing Agent  
 Email smulder@lincoln.ne.gov  
 Phone (402) 441-7428  
 Fax (402) 441-6513

Bid Number 14-185  
 Title Annual Supply of Bedding Plants (Rebid)

Bid Type Bid  
 Issue Date 07/11/2014  
 Close Date 7/25/2014 12:00:00 PM

Contact Information

Address Purchasing  
 440 S. 8th St.  
 Lincoln, NE 68508

Contact Sharon R. Mulder Asst Purchasing Agent

Department Purchasing  
 Building  
 Floor/Room Suite 200  
 Telephone (402) 441-7428  
 Fax (402) 441-6513  
 Email smulder@lincoln.ne.gov

Ship to Information

Address Lincoln Parks & Recreation  
 1525 Memorial Drive  
 Lincoln, NE 68510

Contact Steve Nosal  
 Department: Horticulture Department  
 Building  
 Floor/Room  
 Telephone (402) 441-8267  
 Fax (402) 441-7227  
 Email

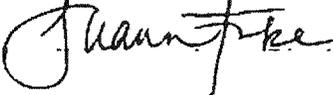
Supplier Information

Company Name Finke Gardens Inc.  
 Contact Name Luann Finke  
 Address 500 N. 66  
 Lincoln, NE. 68505

Supplier Notes

Annual  
 Flat size 21" x 10 3/4"

Telephone 402. 466. 1995  
 Fax N/A  
 Email luann@finkegardens.com

Signature  Date 8/13/14

Bid NotesBid ActivitiesBid MessagesBid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	14-185 City Clerk.pdf	Notice to Bidders
Header	Instructions to Bidders, City - B 04-05-12.pdf	Instructions to Bidders
Header	Contract - City Annual.pdf	Sample Contract
Header	14-185.pdf	Specifications
Header	Special Provisions for Term Contracts - City & County.pdf	Term Contract Provisions

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	<u>yes</u> (Required)
2	Sample Contract	I acknowledge reading and understanding the sample contract.	<u>yes</u> (Required)
3	Specifications	I acknowledge reading and understanding the specifications.	<u>yes</u> (Required)
4	Contact	Name of person submitting this bid:	<u>Luann Finke</u> (Required)
5	Renewal is an Option	Contract Extension Renewal is an option. Valid Responses: Yes, No, Please Select	<u>yes</u> (Required)
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	<u>yes</u> (Required)
7	Escalation/De-escalation	(a) Are your bid prices firm for a 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	a) <u>yes</u> b) <u>yes</u> c) <u>June 2015</u> (Required)
8	Bid Documents	I acknowledge and accept that I am responsible 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.	<u>yes</u> (Required)
9	Catalog	List the catalog(s) you will be using for discounts outlined in the bid schedule.	<u>spreadsheet provided</u> (Required)
10	Seed and Plug Catalogs	I acknowledge that we will mail/deliver a Seed and Plug Catalog.	<u>yes</u> (Required)
11	Mileage	Please provide your mileage from Lincoln.	<u>-0-</u> (Required)
12	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 bid 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.	<u>yes</u> (Required)
13	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	<u>yes</u> (Required)
14	Electronic Signature	Please check here for your electronic signature	<u>yes</u> (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Annual Bedding Plants, at Unit Prices	\$ <u>N/A</u>

Manufacturer: Manufacturer #:

Supplier Notes:

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

#	Qty	UOM	Description	Response
1 1	12,850	EA	Annual Bedding Plants (Seed Source), 1801 <i>price per flat</i>	\$ <u>.64</u>

Item Notes: Examples: Impatiens, Ageratum Please include in supplier notes the price per flat

Supplier Notes: *Per Flat \$ 11.52*

1 2	12,850	EA	Annual Bedding Plants (Seed Source), 2401	\$ <u>.55</u>
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Item Notes: Examples: Impatiens, Ageratum Please include in Supplier Notes the price per flat.

Supplier Notes: *Per Flat \$ 13.20*

1 3	12,850	EA	Annual Bedding Plants (Seed Source), 3601	\$ <u>.46</u>
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Item Notes: Examples: Impatiens, Ageratum Please include in Supplier Notes the price per flat

Supplier Notes: *Per Flat \$ 16.56*

1 4	12,850	EA	Annual Bedding Plants (Cutting Source), 1801	\$ <u>.79</u>
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Item Notes: Examples: Alternanthera, Albuliton Please include in Supplier Notes the price per flat.

Supplier Notes: *Per Flat \$ 14.22*

1 5	12,850	EA	Annual Bedding Plants (Cutting Source), 2401	\$ <u>.71</u>
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Item Notes: Examples: Alternanthera, Albuliton Please include in Supplier Notes the price per flat

Supplier Notes: *Per Flat \$ 17.04*

~~700 flats~~

1.6 12,850 EA Annual Bedding Plants (Cutting Source), 3601

\$ .62

Item Notes Examples: Alternanthera, Albuhton Please include in Supplier Notes the price per flat.

Supplier Notes:

Per Flat \$ 22.32

1.7 1 EA Annual Bedding Plants (Patented), 1801

\$ .95

Item Notes: Examples: Coleus Please include in Supplier Notes the price per flat.

Supplier Notes:

Per Flat \$ 17.10

1.8 1 EA Annual Bedding Plants (Patented), 2401

\$ .87

Item Notes Examples: Coleus Please include in Supplier Notes the price per flat

Supplier Notes:

Per Flat \$ 20.88

1.9 1 EA Annual Bedding Plants (Patented), 3601

\$ .78

Item Notes. Examples: Coleus Please include in Supplier Notes the price per flat.

Supplier Notes:

Per Flat \$ 28.08

1.10 1 EA Annual Bedding Plants (Bulbs), 4" Pot

\$ 5.80

Item Notes: Examples: Canna Rhizomes

Caladium, Colocasia, Alucasia

Supplier Notes:

2 1 PKG Storing and Growing Rhizomatous Plants

\$ \_\_\_\_\_

Manufacturer: Manufacturer #:

Supplier Notes:

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

#	Qty	UOM	Description	Response
2.1	1	Sq Ft	Rhizomatous Storage, 4" Pots	\$ _____

Item Notes: Bid price is per square foot only! Approximate sq. ft. is 1,000 Examples. Canna's, Purple Fountain Grass, Elephant Ear Caladium

Supplier Notes:

2.2	1	Sq Ft	Rhizomatous Storage, October through May	\$ _____
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Item Notes: Example: Banana's Average use of 900 to 1200 Sq. Ft Bid price is per square foot only!

Supplier Notes:

3	1	PKG	Perennial Bedding Plants at Discount Percent Off of List Prices	\$ _____
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Manufacturer: Manufacturer #:

Supplier Notes: In general 35% off retail price

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

#	Qty	UOM	Description	Response
3.1	450	EA	Perennial Plants, (fibrous root), 2-1/2" to 1 gallon pots.	\$ _____

Item Notes: Example: Rudbeckia fulgida "Goldsturm Daisy" Please bid 2-1/2" pot in line item (so all prices will be same pot size) and include other pot size pricing in either the supplier note area or add it as an attachment in the supplier response attachment section of the bid.

Supplier Notes: 2.5" \$2.60 / deep 4.5" pot \$5.19 / gal \$9.74

3.2	100	EA	Perennial Plants, (tuberous roots), 4" to 1 gallon pots	\$ _____
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Item Notes. Example: Hosta sps. or Hemmerocallis sps. Please bid 4" pot in line item (so all prices will be same pot size) and include other pot size pricing in either the supplier note area or add it as an attachment in the supplier response attachment section of the bid. Note Quantity is 0-100!

Supplier Notes: deep 4.5" pot \$5.19 / gal. \$9.74

3.3 300 EA Perennial Plants (specimen plants), 4" to 1 gallon pots \$ \_\_\_\_\_

Item Notes: Example: Polygonatum odoratum thunbergii "Variegatum", Solomon's Seal Please bid 4" pot in line item (so all prices will be same pot size) and include other pot size pricing in either the supplier note area or add it as an attachment in the supplier response attachment section of the bid

Supplier Notes: deep 4.5" pot \$ 5.84 / 1 gal. \$ ~~10.39~~ \$ 11.04

3.4 100 EA Ornamental Grasses - 4-6" to 1 gallon pots \$ \_\_\_\_\_

Item Notes: Example: "Miscanthus sinensis "Gracillinus" (Maiden Grass) Please bid 4" pot in line item (so all prices will be same pot size) and include other pot size pricing in either the supplier note area or add it as an attachment in the supplier response attachment section of the bid.

Supplier Notes: deep 4.5" pot \$ 5.19 / 1 gal. \$ 10.39

~~specify size of flat~~

**Sharon R. Mulder**

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**From:** Luann Finke <luann@finkegardens.com>  
**Sent:** Wednesday, August 13, 2014 2:39 PM  
**To:** Sharon R. Mulder  
**Subject:** Additional point

Sharon:

I forgot to add one vendor note so please consider this as an addendum:

We would offer a \$.25 per flat credit for each web flat returned. This is the container that holds the individual plants, not the "4 pack."

Thank you.  
Luann Finke  
402.610.0503

Sent from my iPhone