

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**SNOW AND ICE REMOVAL
FOR
THE CITY OF LINCOLN PARKING SERVICES DIVISION
BID NO. 14-220**

**K2 Construction
7701 Cornhusker Highway
Lincoln, NE 68462
402.467.2355**

City of Lincoln, Nebraska Contract Terms

THIS CONTRACT, made and entered into by and between **K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Snow and Ice Removal for the City of Lincoln Parking Services Division, Bid No. 14-220

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 Response, 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 have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the 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.

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/services, 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 for a total of \$45,000.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. 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.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Supplier Extra Attachment A
 4. Drawings
 5. Special Provisions
 6. Specifications
 7. Insurance Requirements
 8. Instructions to Bidders
 9. Notice to Bidders
 10. Sales Tax Exemption Forms 13

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

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents 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:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by:

Executive Order No. 087583

Dated 10-6-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature]
Secretary (SEAL)

K2 Construction
Name of Corporation
7701 Cornhusker Highway
Address Lincoln, NE 68507
By: J. R. S. P.
Duly Authorized Official
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) 441-7428			Department
Fax	(402) 441-6513			Building
Bid Number	14-220	Department		Floor/Room
Title	Snow and Ice Removal for the City of Lincoln Parking Services Division	Building	Suite 200	Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	08/27/2014	Telephone	(402) 441-7428	Email
Close Date	9/10/2014 12:00:00 PM CT	Fax	(402) 441-6513	
Need by Date		Email	smulder@lincoln.ne.gov	

Supplier Information

Company K2 Construction
 Address 7701 Cornhusker Highway
 Lincoln, NE 68462

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467-2355
 Fax 1 (402) 467-2055
 Email
 Submitted 9/9/2014 1:28:51 PM CT
 Total \$940.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
9/3/2014 10:00:00 AM	Pre-Bid Meeting	A pre-bid meeting will be held on Wednesday, September 3rd at 10:00 a.m. at the Parking Services Division, 850 "Q" Street, Lincoln.

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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
6	Contact	Name of person submitting this bid:	Travis Sondgeroth
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	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 _____	Yes, No
10	Equipment List	Please list the equipment to be used for this contract. You can attach a sheet in the Vendors Response Attachment Section of the E-Bid or include them here.	CAT/John Deere Skid Steers, 10+ Pickups w/Blade, 25 snow blowers, crew of 75
11	Ice Melt	Please provide Ice Melt using, including Manufacturer and Model Number/Name.	Snowmelt
12	References/Qualification Statement	I have attached my References and Qualifications Statement to the Response Attachment section of this bid.	Yes
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.)	Yes
14	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
15	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
16	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Cost per Hour for Pushing Snow with Vehicle Mounted Snow Plow/Blade	\$75.00
Item Notes: Cost per hour for actual snow plowing. Price shall include operator and equipment. Travel time and costs to travel between sites are not billable and should be figured into the Cost per Hour for actual snow plowing services.				
Supplier Notes:				
2	1	Hour	Cost per Hour for use of a Rubber Track Skid Loader	\$75.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				
3	1	Hour	Cost per Hour for use of a Rubber Tire Loader	\$108.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				
4	1	Hour	Cost per Hour for Actual Hand Snow Removal Services	\$40.00
Item Notes: Where and when needed.				
Supplier Notes:				
5	1	Hour	Cost per Hour for Snow Removal Services by Snow Blower	\$45.00
Item Notes:				
Supplier Notes:				
6	1	Hour	Cost per Hour for use of a Dump Truck	\$80.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				
7	1	Hour	Cost per Hour for Hauling Snow from Facilities to Snow Dumps	\$102.00
Item Notes: Price shall include operator and equipment.				
Supplier Notes:				
8	1	Hour	Cost per Hour for Applying Ice Melt	\$190.00
Item Notes: Price to include Ice Melt On sidewalks, roofs and ramps.				
Supplier Notes:				

9	1	Hour	Cost per Hour for spreading gravel on parking lots and Drives	\$225.00
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Item Notes: Price to include gravel/sand Price shall include labor, equipment and material.

Supplier Notes:

Response Total:	\$940.00
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**SPECIFICATIONS FOR SNOW & ICE REMOVAL SERVICES
CITY OF LINCOLN PARKING SERVICES DIVISION**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln Parking Services Division is requesting bids from Contractors to assist in snow and ice removal of our parking facilities, including but not limited to: Lumberworks Garage, Red 1 Garage, Green 2 Garage and Blue 3 Garage, Cornhusker Garage, Carriage Garage, Center Park Garage, University Square Garage, Larson Building Garage, Que Place Garage, Market Place Garage, Haymarket Garage, West Depot Parking Lot and any future facilities operated by Parking Services Division.
 - 1.1.1 Additional Lots TBD-Contractor must tour all facilities before snow removal (Please see attachment A for a list of facilities).
- 1.2 Contractor shall furnish equipment, materials, and operations for removal of snow and ice from parking lots, drives, sidewalks during the winter season on or about November-May.
 - 1.2.1 Services may be required outside these dates and the contractor agrees to provide services as needed.
- 1.3 The City of Lincoln Parking Services Division intends to enter into a contract for a one (1) year term with the option to renew for three (3) additional one (1) year terms.
 - 1.3.1 Bid Prices shall remain firm during the initial contract year.
- 1.4 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed to Sharon Mulder, Asst. Purchasing Agent, via e-mail request to (smulder@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 The Purchasing Office shall only reply to written inquires received within five (5) calendar days of bid opening.
 - 1.5.3 No direct contact is allowed between Vendor and other City, County and Public Building Commission staff throughout the bid process.
 - 1.5.3.1 Failure to comply with this directive may result in Vendor being rejected.
- 1.6 A pre-bid meeting will be held on Wednesday, September 3, 2014 at 10:00 a.m. at Parking Services Division located at 850 "Q" Street, Lincoln, NE.
 - 1.6.1 Meet in the conference room.
 - 1.6.2 A tour of facilities to follow.
 - 1.6.2.1 This will be the only time available to view the facilities.
- 1.7 Contractor will not be allowed extra compensation for any matter or thing concerning which contractor may have been fully informed prior to bidding.

2. CONTRACT AND CERTIFICATE OF INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln Parking Services Division.
- 2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.
 - 2.2.1 All Certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the City of Lincoln as an "additional insured" as pertains to snow removal services.
 - 2.2.2 Such Certification shall specifically state that the insurance policies are to

be endorsed to require the insurer to provide the City, thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.

3. **BIDDING PROCEDURE**

- 3.1. Award of Contract
 - 3.1.1 The following factors shall be considered in determining the low responsible bids:
 - 3.1.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
- 3.2 Bids shall be submitted electronically indicating the per hour rates, inclusive of all equipment, operator, material costs, overhead and profit, for the following services:
 - 3.2.1 Pushing snow with vehicle-mounted snow plow.
 - 3.2.1.1 Price per hour for parking lot entry/exit and sidewalk.
 - 3.2.1.2 Price per hour for garage rooftops/exit and entry/sidewalks.
 - 3.2.1.3 Price per hour for dumping snow off rooftops.
 - 3.2.2 Hauling snow from facilities to snow dumps.
 - 3.2.3 Spreading gravel on parking lots, rooftops and drives.
 - 3.2.4 Sidewalk snow removal.
 - 3.2.5 Applying ice melt to sidewalks.
- 3.3 An attribute must be filled out listing the equipment and materials to be used by the bidder for snow and ice removal services.
- 3.4 Bidders shall submit a qualifications statement and a list of references for similar snow and ice removal services with their bid in the attribute section of the bid.
 - 3.4.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar services provided within the last five (5) years.
 - 3.4.2 References should include: name of firm, contact person, address, e-mail address and telephone number, and may include references of work previously performed for the City of Lincoln.
 - 3.4.2.1 Supplied on company letterhead.
- 3.5 Awarded contractors shall comply with the current Lincoln Municipal Code, Section 14.80.110.
- 3.6 Any damage to the grounds or structures due to snow removal operations shall be required to be reported to the Department Representative (Agent), within three (3) days of snow/ice removal operations.
 - 3.6.1 These damages shall be reviewed with the contractor.
 - 3.6.2 Damage necessitating immediate repair shall be undertaken within 48 hours by the contractor or will be initiated by the department representative (Agent).
 - 3.6.2.1 The Contractor shall provide numbers that will assure a response back to the Department Representative (Agent) within fifteen (15) minutes.
 - 3.6.3 The Contractor shall provide their employees with clear identification.
 - 3.6.4 Cell phone numbers, pagers, home numbers and office numbers for all principles shall be provided.
- 3.7 Contractor will not be allowed extra compensation for any matter or thing concerning which contractor may have been fully informed prior to bidding.

4. **SNOW REMOVAL SPECIFICATION STANDARDS**

- 4.1 Contractor must push snow with Vehicle Mounted Snow Plow.
 - 4.1.1 Cost per hour for actual snow plowing.
 - 4.1.2 Travel time and costs to travel between sites are not billable and should be figured into the cost per hour for actual snow plowing services.
- 4.2 (Alternative option) Pushing Snow with Rubber Track Skid Loader.
 - 4.2.1 Cost per hour for actual snow plowing.
 - 4.2.2 Travel time and costs to travel between sites are not billable and should be figured into the cost per hour for actual snow plowing services.
- 4.3 Cost per Hour for Hauling Snow from Facilities to snow dumps.
 - 4.3.1 Please include the type of dump trucks to be used in the haul.
- 4.4 Cost per hour for actual hand snow removal services when/where rendered.
 - 4.4.1 Snow blower and shovel labor per hour.
- 4.5 Cost per hour for use of a rubber tired loader to load trucks to haul snow from facilities to snow dumps.
- 4.6 Sidewalk snow removal.
 - 4.6.1 Cost per hour for actual snow removal services.
 - 4.6.2 Snow blower and snow shovel labor.
- 4.7. Applying Ice Melt to sidewalks, roofs and ramps.
 - 4.7.1 Cost per hour for actual applying ice melt to sidewalks, roofs and ramps.
 - 4.7.2 Labor and Material (SnoMelt preferred) per Hour Spreading Gravel on Parking Lots, Parking Roofs and Drives.
 - 4.7.3 Cost per hour for actual gravel spreading services.
 - 4.7.4 Travel time between sites are not billable and should be figured into the cost per hour for actual gravel/sand spreading services.
 - 4.7.4.1 Price to include gravel/sand.
 - 4.7.4.2 Gravel Truck (Labor, Equipment, Material) per Hour.

5. **ADDITIONAL REQUIREMENTS**

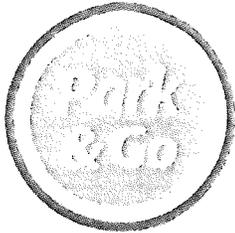
- 5.1 Contractor must remain in contact with Parking General Manager, Operations Manager and or Maintenance Manager for specifications on snow removal services throughout the contractual year.
 - 5.1.1 Contractor must remove snow if more than two (2) inches of snow fall unless authorized by General Manager, Operations Manager or Maintenance Manager of Parking Facilities.
 - 5.1.2 This contract shall identify all services to be provided with any associated costs missed within the specifications.
 - 5.1.3 Snow piles shall not be left in any reserved parking spaces.
 - 5.1.4 Snow piles shall not be near stairwells or elevator lobbies.
 - 5.1.5 No ice melt on an any garage entry/exit/rooftop.
 - 5.1.5.1 Gravel or sand only.
 - 5.1.6 Snow removal shall be completed between the hours of 11PM-6AM.

**SPECIFICATIONS FOR SNOW & ICE REMOVAL
SERVICES
CITY OF LINCOLN PARKING SERVICES DIVISION**

Attachment A

List of Facilities for Snow & Ice Removal Services in Lincoln, Nebraska

Center Park Garage	1120 N Street
Cornhusker Garage	1220 L Street
Haymarket Garage	848 Q Street
University Garage	101 N 14 th Street
Que Place Garage	1111 Q Street
Carriage Park Garage	1128 L Street
Market Place Garage	925 Q Street
Lumberworks Garage	700 N Street
Larson Building Garage	1317 Q Street
West Depot Lot	676 O Street
Depot South Lot	7 th and O Streets
19 th and Q Lot	19 th and Q Streets
Red 1 Garage	555 R Street
Blue 3	535 P Street, Building Permit B1303025
Deck 2	530 P Street, Building Permit B1302276
North Lots- Please tour with Maintenance Manager of Exact Locations	
Additional Lots and Garages-TBD	



PARKING SERVICES DIVISION

850 "Q" Street, Lincoln, NE 68508
parkandgo.org

Daveney Sports Center

Salt Creek Roadway

PARKING FACILITIES

City Parking Facilities
 402-441-PARK

Blue 3 Garage
 277 Pinnacle Arena Dr.
 Summer 2014

Carriage Park Garage
 1128 "L" Street

Center Park Garage
 1120 "N" Street

Cornhusker Garage
 1220 "L" Street

Green 2 Garage
 Fall 2014

Haymarket Garage
 850 "Q" Street

Larson Building
 14th & "Q" streets

Depot South Lot
 7th & "P" streets

Lumberworks Garage
 7th & "O" streets

Market Place Garage
 925 "Q" Street

Que Place Garage
 1111 "Q" Street

Red 1 Garage
 555 "R" Street

University Square Garage
 101 N. 14th Street

West Depot Lot
 676 "O" Street

Privately-Owned Parking Facilities
 Agree's Towne Parking
 1333 "M" Street
 402-435-8905

County/City Parking Garage
 10th & "K" streets

Eagle Parking Garage
 133 "N" Street
 402-74-4444

Holiday Inn Garage
 141 N. 9th Street
 402-45-4011

Matt & Star Lots
 8th & "M" Streets
 402-77-7659

Rampart Garage
 12th & "P" streets
 402-474-4288

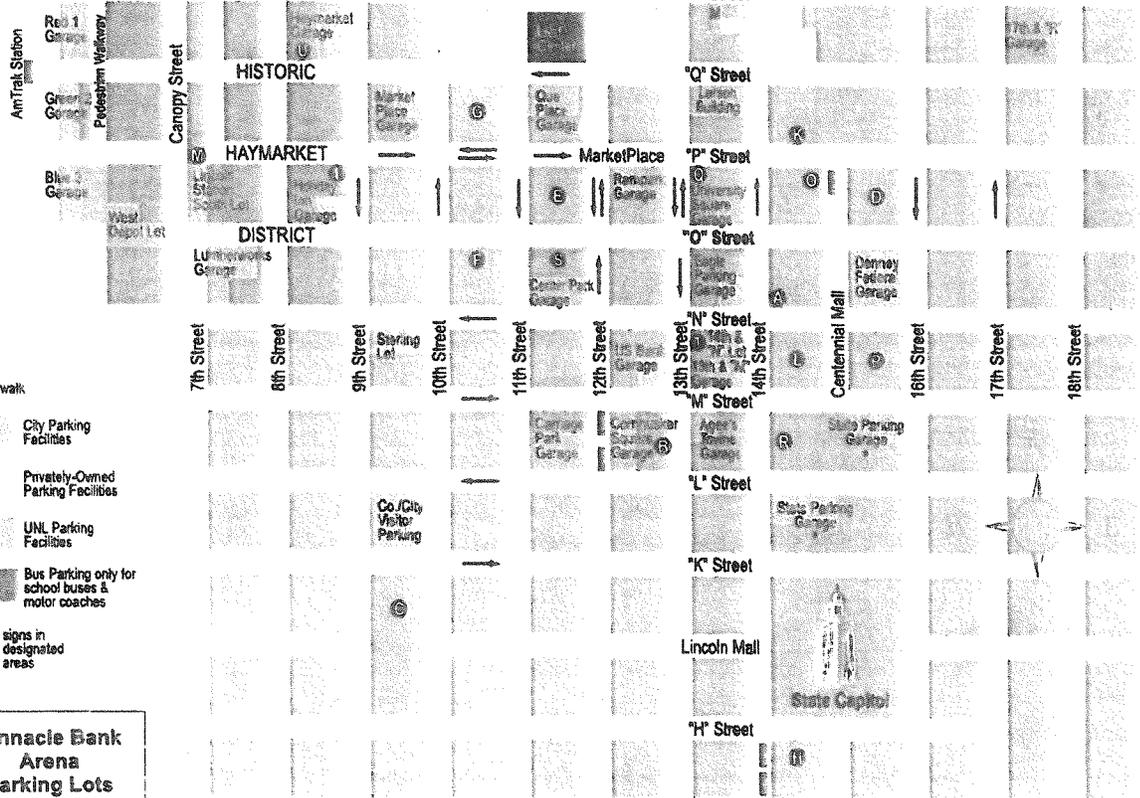
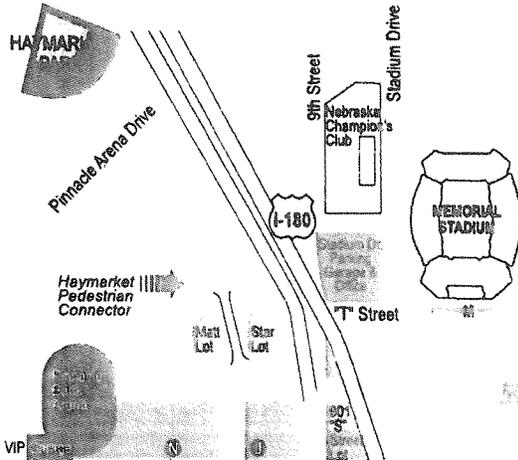
State Parking Garages
 1001 "M" Street &
 1001 "L" Street
 402-471-0092

Special event parking
 or Pershing Center

Sterling Lot
 205 South 11th Street
 402-770-7655

US Bank Towne Garage
 233 South 13th Street
 402-441-5816

1318 "M" Street Garage &
 14th & "N" Street Lot
 402-467-1234



Pinnacle Bank Arena Parking Lots
 info call
 402-904-4444

DESTINATIONS

- Ⓐ Bennett Martin Library
- Ⓑ The Cornhusker, a Marriott Hotel and Convention Center
- Ⓒ County/City Building & Hall of Justice
- Ⓓ Denney Federal Building
- Ⓔ The Grand Theater
- Ⓕ Downtown Senior Center
- Ⓖ Embassy Suites Hotel
- Ⓖ Governor's Mansion
- Ⓖ Holiday Inn Downtown Hotel
- Ⓖ The Courtyard Marriott Hotel
- Ⓖ Lincoln Children's Museum
- Ⓖ Lincoln Community Foundation Garden
- Ⓖ Lincoln Visitors Center
- Ⓖ Main U.S. Post Office
- Ⓖ Museum of Nebraska History
- Ⓖ Pershing Center
- Ⓖ The Rocco Theatre
- Ⓖ State Office Building
- Ⓖ Southeast Community College
- Ⓖ Downtown Lincoln Association
- Ⓖ Hilton Garden Inn

**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.