C-14-0625

DO 12220

**Amendment to Contract**
**Annual Supply of Household Miscellaneous Batteries**
**Quote No. 4832**
**City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission**
**Price Increase**

This Amendment is hereby entered into by and between **Graybar Electric, PO. Box 504490, Saint Louis, MO 63150-4490** (hereinafter "Contractor") and the **City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission** (hereinafter "Owners"), for the purpose of amending the **Contract C-14-0412**, dated August 19, 2014 and **Directorial Order No. 11667**, dated August 27, 2014, (the "Contract"), for **Annual Supply of Household Miscellaneous Batteries, Quote No. 4832**, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to amend the Contract to reflect pricing changes as per Attachment A for the remainder of the term of this contract;

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this increase shall not exceed $750.00 without prior approval of the Lancaster County Board of Commissioners;

WHEREAS, the estimated expenditures for City Departments for the term of this increase shall not exceed $1,000.00 without prior approval by the City of Lincoln;

WHEREAS, the estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this increase shall not exceed $1,000.00 without prior approval by the Public Building Commission Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-14-0412 and City Directorial Order No. 11667, all amendments thereto, and stated herein, the parties agree as follows:

1) The parties wish to amend the Contract to reflect price increases as per Attachment A for the remainder of the term of this contract.
2) The estimated expenditures for Lancaster County Departments shall not exceed $750.00 without prior approval of the Lancaster County Board of Commissioners.
3) The estimated expenditures for City Departments shall not exceed $1,000.00 without prior approval by the City of Lincoln.
4) The estimated expenditures for the Lincoln-Lancaster County Public Building Commission shall not exceed $1,000.00 without prior approval by the Public Building Commission Board.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

| | |
|---|---|
| **Company Name:** | Graybar Electric |
| **By: (Please Sign)** | [signature] |
| **By: (Please Print)** | Corey Dyrstad |
| **Title:** | Branch Manager, Sales & Service |
| **Company Address:** | 3300 N 35TH Street Lincoln Ne 68504 |
| **Company Phone & Fax:** | 402-325-2400, 402-325-2450 fax |
| **E-Mail Address:** | corey.dyrstad@graybar.com |
| **Date** | 11/14/14 |
| **Contact Person for Orders** | Kal Kehn |
| **Phone No. and/or E-Mail Address** | Kal.Kehn@graybar.com |

Lancaster County Board of Commissioners

Executed this 16 day of December, 2014

Deputy Lancaster County Attorney

City of Lincoln

Executed this 25th day of November, 2014

Finance Director

Approved by Directorial Order No. 012220

********

Lincoln-Lancaster County Public Building Commission

Executed this 13th day of January, 2015

Chairperson

Attorney, Public Building Commission

ATTACHMENT A

Attachment A

4832

GraybaR

ELECTRIC COMPANY, INC.
3300 North 35th STREET
LINCOLN, NEBRASKA 68504

COREY DYRSTAD
BRANCH MGR, SALES & SERVICE

TELEPHONE: (402) 325-2400
FAX: (402) 325-2450

11/06/2014

Attn: Shelley Hinze
Kim Wilnes
City of Lincoln/ Purchasing

RE: 30 Day Notice Battery Price Change, Q#3862

Ms. Hinze & Ms. Wilnes,

Graybar is unable to hold the price and would like to give a 30 day notice on the following item. This new pricing would go into effect on 12/05/14.

Line#11 ALD-12F (D Alkaline Batteries 12 pack) $7.61ea

Best Regards,

Corey Dyrstad
Branch Manager, Sales and Service
Graybar Lincoln, NE.

11667

CONTRACT DOCUMENTS

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

ANNUAL SUPPLY
OF
HOUSEHOLD MISCELLANEOUS BATTERIES
QUOTE NO. 4832

Graybar Electric
PO Box 504490
Saint Louis, MO 63150-4490
314-573-9200

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

THIS CONTRACT, made and entered into this _____ day of_____2014, by and between **Graybar Electric, PO Box 504490, Saint Louis, MO 63150-4490**, 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:

For providing **Annual Supply of Household Miscellaneous Batteries, Quote 4832** and,

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

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

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

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

   **Agreement to full 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 total cost of products or services for County agencies shall not exceed $1,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed $9,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed $1,000.00 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. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Response
   3. Addendum No.1 and No. 2
   4. Special Provisions
   5. Insurance Requirements
   6. Instructions to Bidders

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

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

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

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

ATTEST:

Teresa J. Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Steve Nickles

Finance Director

Approved by Directorial Order 11667

dated 8-27-14

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest: Jeffrey R. Wightstriker

Public Building Commission Attorney

Larry Hudkins

Chairperson, Public Building Commission

dated 9.9.14

## EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

County Law

The Board of County Commissioners of Lancaster, Nebraska:

dated 8/19/14

## EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

(SEAL)
Secretary

Graybar Electric
Name of Corporation

3300 N 39th St.
(Address)

By:
Duly Authorized Official

Branch 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 | 4832 Addendum 2 |
| Title | Annual Supply of Household Miscellaneous Batteries |
| Bid Type | Quote |
| Issue Date | 06/04/2014 |
| Close Date | 6/10/2014 2:00:00 PM CT |
| Need by Date | |

## Contact Information

| | |
|---|---|
| Address | Purchasing<br>440 S. 8th St.<br>Lincoln, NE 68508 |
| Contact | Rachelle Hinze, Buyer |
| Department | Purchasing |
| Building | |
| Floor/Room | Suite 200 |
| Telephone | (402) 441-8313 |
| Fax | (402) 441-6513 |
| Email | rhinze@lincoln.ne.gov |

## Ship to Information

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

## Supplier Information

| | |
|---|---|
| Company | Graybar Electric |
| Address | Graybar Electric<br>PO BOX 504490<br>Saint Louis, MO 63150-4490 |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (314) 573-9200 |
| Fax | 1 |
| Email | |
| Submitted | 6/5/2014 12:56:45 PM CT |
| Total | $4,878.62 |

Signature

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 2 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 3 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term-Contract Provisions. | Yes |
| 4 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 5 | Renewal is an Option | Contract Extenstion Renewal is an option. | Yes |
| 6 | 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.<br>. ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO<br>(b) Are your bid prices subject to escallation/de-escalation YES or NO<br>(c) If (b), state period for which prices will remain firm: through _____ | yes, no |
| 7 | Delivery and/or Pick Up | Delivery of batteries shall be within 24 hours of order. Delivery shall be FOB to any City/County departments at the location specified when ordered with all transporation charges paid. Departments shall be able to walk in your store and purchase batteries off the contract. | yes |
| 8 | Battery Guarantee | I acknowledge the 9 volt battery that I am bidding will have a 5 year storage guarantee and a 10 year storage guarantee on all other batteries. Yes_____No____. | yes |
| 9 | Kindred Items | List percentage given for batteries not listed in bid as kindred items | 10 |
| 10 | 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 |
| 11 | Delivery | State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. | 1-2 days aro |
| 12 | Contact | Name of person submitting this bid: | Teri Persinger |
| 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 |
| 15 | Agreement to Addendum No. 2 | 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 | 36 | EA | Heavy Duty 6 Volt Alkaline Battery | $2.32 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per each List the brand of battery you will be supplying in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 2 | 1,389 | Each | 9 Volt Alkaline Battery | $1.01 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per each. List the brand of battery you will be suppling in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 3 | 21 | Package of 2 | 9 Volt Alkaline Batteries | $2.02 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per a package of 2. List the brand battery you will be suppling in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 4 | 822 | Each | AA Alkaline Battery | $0.21 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per each. List the brand of battery you will be suppling in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 5 | 25 | Package of 24 | AA Alkaline Batteries | $5.04 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per a package of 24. List the brand of battery you will be supplying in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 6 | 5,410 | Each | AAA Alkaline Battery | $0.25 |

8.904

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per each. List the brand of battery you will be suppling in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 7 | 4 | Package of AAA Alkaline Batteries<br>24 | | $6.00 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per a 24 pack. List the brand of battery you will be supplying in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 8 | 216 | Each | C Alkaline Battery | $0.49 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per each List the brand of battery you will be supplying in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 9 | 129 | Package of C Alkaline Batteries<br>12 | | $5.99 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per a package of 12. List the brand of battery you will be supplying in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 10 | 6 | Package of D Alkaline Batteries<br>2 | | $0.98 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price is per a package of 2. List the brand of battery you will be supplying in the supplier notes.

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 11 | 133 | Package of D Alkaline Batteries<br>12 | | $5.88 |

Manufacturer: Energizer, Ray-O-Vac or Duracell Accepted

Item Notes: Unit price should be per package of 12. List the brand of battery you will be supplying in the supplier notes.

Supplier Notes: quoting Rayovac

| | | | | |
|---|---|---|---|---|
| 12 | 2 | Each | Lithium RL123A-1 3V Photo Battery | $4.10 |

Item Notes: Unit price is per each

Supplier Notes: quoting Rayovac

Response Total: $4,878.62

# Addendum #1
# for
# Annual Supply of Household Miscellaneous Batteries
# Quote 4832

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. **Is attribute #8 asking for the shelf life guarantee?**
A. Attribute #8 has been changed to read:
I acknowledge the 9 volt battery that I am bidding will have a 5 year storage guarantee and a 10 year storage guarantee on all other batteries.
Yes_____No____.
Q. **Is line item number 1 a standard lantern battery?**
A. It is a heavy duty lantern battery.

Q **Line item number 3. To order an actual 2 pack of batteries is quite expensive. Would an acceptable substitute be 2 single pack batteries?**
A. No, Line number 2 is for the single pack.

Q. **Line item number 12. What is the desired usage of the battery?**
A. Camera battery.

All other terms and conditions shall remain unchanged.

Dated this day of June 4, 2014.

Shelly Hinze,
Buyer

# Addendum #2
# for
# Annual Supply of Household Miscellaneous Batteries
# Quote 4832

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. **Is this bid 4832 Batteries for one shipment or to pull off my stock as needed?**

A. Bid is for an annual supply contract. Any department within the City of Lincoln/Lancaster County and Public Building Commission will order batteries on an as needed basis throughout the contract period.

All other terms and conditions shall remain unchanged.

Dated this day of June 5, 2014.

Shelly Hinze,
Buyer