

**CITY OF LINCOLN
COUNTY OF LANCASTER**

Vince M. Mejer
Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513
purchasing@lincoln.ne.gov

QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 6/13/07
Order No. - 1970 OQ
Date Due - 06/22/07

QUOTATIONS MUST BE RECEIVED IN
THE PURCHASING DIVISION OFFICE BY
THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:

Purchasing Division
K-Street Complex
440 S 8th St Ste 200
Lincoln NE 68508
Hinze, Shelly

Buyer

Item Number / Description	Quantity	UM	Unit Price	Total Price
9687200 Snow and Ice Removal Services 1 person/snow blower (price per hour)	1	EA		
9687200 Snow and Ice Removal Services 1 person/snow brush (price per hour)	1	EA		
9687200 Snow and Ice Removal Services 1 person shoveling (price per hour)	1	EA		
9687200 Snow and Ice Removal Services 1 person applying ice melt (City to supply all the ice melt that is to be applied at the Ashland Treatment Plant)	1	EA		

Please fax your quotation back to us by 4:30 p.m. on the
above referenced date. Fax to attention of Shelly Hinze
at 402-441-6513.

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME _____
ADDRESS _____
TELEPHONE _____
FAX _____
EMAIL ADDRESS _____

BY (PRINT NAME) _____
SIGNATURE _____
TITLE _____
DATE _____
DELIVERY SCHEDULE _____
DAYS ARO _____

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Get your business registered now
at www.lincoln.ne.gov
Electronic bidding (E-Bidding) coming soon.

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COMPANY NAME _____

BY (PRINT NAME) _____

ADDRESS _____

SIGNATURE _____

TELEPHONE _____

TITLE _____

FAX _____

DATE _____

EMAIL ADDRESS _____

DELIVERY SCHEDULE _____

DAYS ARO

PURCHASING DIVISION
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
INSTRUCTIONS TO BIDDERS

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - 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.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County 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.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SERVICE AGREEMENT FOR
SNOW REMOVAL SERVICES FOR
LINCOLN WATER SYSTEM
ASHLAND WATER TREATMENT PLANT**

THIS AGREEMENT, made this _____ day of _____ 2007, by and between _____, hereinafter referred to as Contractor and Lincoln Water System, Ashland Water Treatment Plant, hereinafter referred to as Owner.

WHEREAS, the Owner has full responsibility for snow and ice removal from the facilities controlled by them; and

WHEREAS, from time to time the Owner's resources are insufficient to accomplish snow and ice removal in a timely manner, it is then necessary to acquire additional resources for purposes of snow and ice removal from Owner's property; and

WHEREAS, it is the purpose of this Contractor to provide for the Contractor to perform snow and ice removal services for the Owner;

NOW, THEREFORE, WITNESSETH, THAT:

1. The Contractor hereby agrees to perform snow and ice removal services as hereinafter set forth during the 2007-2008 winter season, beginning on or about October 1, 2007 and ending on or about May 1, 2008, with the option for renewal for two (2) more seasons upon written acknowledgment by the Contractor and the Owner. Contractor shall perform required snow and ice removal services at the Owner's; and for the hourly rates listed herein:
 - 1.1 Sidewalk snow removal
 - 1.2 Applying ice melt to sidewalks
2. Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury. Contractor shall name the City of Lincoln as additional insured as pertains to the performance of snow and ice removal services.
 - 2.1 The policy shall insure the Owner from any and all demands, claims caused of action, at law or in equity, resulting from the use of said equipment.
 - 2.2 The Contractor agrees to indemnify and save harmless the Owner from any and all demands, claims, causes of action, either at law or in equity arising out of performance of snow removal services.
 - 2.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under the Agreement.
 - 2.4 Contractor shall provide the City of Lincoln with certification of such insurance subject to approval by the City Attorney.
3. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City of Lincoln/County of Lancaster for any purpose.

4. This Agreement may not be assigned by the Contractor without the written authorization of the Owner.
5. Contractor shall furnish all labor, equipment and materials to provide snow and ice removal services in accordance with the terms and conditions of this agreement, applicable laws and ordinances, and best industry practices.
6. Snow and ice removal services at each facility, including, but not limited to, scheduling of work, identification of priority work, hauling of snow to snow dumps, clearing of driveways and circular and clearing of sidewalks, and spreading of gravel and ice melting compound, shall be coordinated with the Owner, providing that snow and ice removal from sidewalks shall comply with the Lincoln Municipal Code Section 14.80.110.
7. The following provisions apply to snow removal from the Owner:
 - 7.1 Owner shall supply all the Ice Melt that is to be applied at this location.
 - 7.2 All snow removal begins with 1" on the surface.
 - 7.3 During a heavy snow or constant snowfall, the properties will be under constant supervision and removal will begin as soon as the weather permits.
8. The following pricing applies to snow removal for Owner:
 - 8.1 1 Person/Snow Blower @ _____/hour
 - 8.2 1 Person/Snow Brush @ _____/hour
 - 8.3 1 Person/shoveling @ _____/hour
 - 8.4 1 Person/Applying Ice Melt _____/hour
9. Owner shall notify Contractor in writing of cancellation of services.
10. This contract may be cancelled by either party upon thirty (30) days written notice.

EXECUTED THIS _____ DAY OF _____, 2007.

FOR THE CITY OF LINCOLN

ATTEST

City Clerk

Mayor

Secretary

Company Name

Address

Witness

By _____
Signature

Printed Name and Title