

**CONTRACT DOCUMENTS**

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

**Annual Supply  
Power and Hand Tools  
Bid No. 22-012**

**Total Tool Supply, Inc.  
315 North Pierce Street  
Saint Paul, MN 55104  
(651) 646-4055**

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

THIS CONTRACT, made and entered into by and between **Total Tool Supply, Inc., 315 North Pierce Street, Saint Paul, MN 55104**, 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:

**Power and Hand Tools, Bid No. 22-012**

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 cost of products or services for City Departments shall not exceed \$85,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$6,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed \$4,000.00 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. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

8. Audit Provision: The 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 February 1, 2022 through January 31, 2023. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms. The Owners reserve the right to extend the contract beyond the renewal term upon written approval by all parties.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Special Provisions
  4. Specifications
  5. Instructions to Bidders
  6. Notice to Bidders
  7. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page  
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT  
Annual Supply  
Power and Hand Tools  
Bid No. 22-012  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
Total Tool Supply, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary Seal

*Total Tool Supply Inc.*

\_\_\_\_\_  
Name of Corporation

*2611 Kimco Dr. Lincoln NE 68521*

\_\_\_\_\_  
Address

By: *Clint A. Amos*  
\_\_\_\_\_  
Duly Authorized Official

*Outside Sales*  
\_\_\_\_\_  
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 Signature Page

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**CONTRACT**  
**Annual Supply**  
**Power and Hand Tools**  
**Bid No. 22-012**  
**City of Lincoln, Nebraska, Lancaster County,**  
**City of Lincoln - Lancaster County Public Building Commission**  
**Total Tool Supply, Inc.**

### EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Leirion Gaylor Baird, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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**CONTRACT**  
**Annual Supply**  
**Power and Hand Tools**  
**Bid No. 22-012**  
**City of Lincoln, Nebraska, Lancaster County,**  
**City of Lincoln - Lancaster County Public Building Commission**  
**Total Tool Supply, Inc.**

### EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
dated \_\_\_\_\_

**Lincoln-Lancaster County Public Building Commission  
Signature Page**

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**CONTRACT  
Annual Supply  
Power and Hand Tools  
Bid No. 22-012  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
Total Tool Supply, Inc.**

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_





**22-012**

**Total Tool Supply, Inc.  
Supplier Response**

**Event Information**

Number: 22-012  
Title: Power and Hand Tools  
Type: Notice to Bidders  
Issue Date: 12/22/2021  
Deadline: 1/10/2022 12:00 PM (CT)

**Contact Information**

Contact: Rachelle Hinze Buyer  
Address: Suite 200  
Purchasing  
440 S. 8th St.  
Lincoln, NE 68508  
Phone: 1 (402) 441-8313  
Fax: 1 (402) 441-6513  
Email: rhinze@lincoln.ne.gov

## Total Tool Supply, Inc. Information

Contact: Clint Amos  
Address: 315 North Pierce Street  
Saint Paul, MN 55104  
Phone: (651) 646-4055  
Fax: (651) 646-8610  
Email: clint.amos@totaltool.com  
Web Address: Totaltool.com

By submitting your response, you certify that you are authorized to represent and bind your company.

CLINTON AMOS

Signature

Submitted at 1/10/2022 8:51:07 AM

CLINT.AMOS@TOTALTOOL.COM

Email

## Bid Attributes

### 1 U.S. Citizenship Attestation

**Is your company legally considered an Individual or Sole Proprietor: YES or NO**

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

yes i agree

### 2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes (Yes)

### 3 Specifications

I acknowledge reading and understanding the specifications.

Yes (Yes)

### 4 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 (Yes)

<b>5</b>	<b>Special Provision Term Contract Provisions</b> I acknowledge reading and understanding the Special Provision Term Contract Provisions. <input checked="" type="checkbox"/> Yes (Yes)
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<b>6</b>	<b>Sample Contract</b> I acknowledge reading and understanding the sample contract. <input checked="" type="checkbox"/> Yes (Yes)
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<b>7</b>	<b>Term Clause of Contract</b> 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 _____ <input type="text" value="yes, yes, one year"/>
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<b>8</b>	<b>Recycling of Corrugated Cardboard</b> I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - <a href="http://lincoln.ne.gov/city/pworks/solid-waste/recycle/">http://lincoln.ne.gov/city/pworks/solid-waste/recycle/</a> for more information on City of Lincoln recycling programs. <input checked="" type="checkbox"/> Yes (Yes)
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<b>9</b>	<b>Government/Corporate Purchase Card</b> 1) Will your company accept payment by a Visa/Purchase Card? Yes/No _____ 2) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____ If yes, what is your fee? _____ 3) If yes, do you require payment upon receipt of order? Yes/No _____ 4) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____ <input type="text" value="yes, no, yes"/>
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<b>10</b>	<b>Purchase Order, Contract and Delivery Contact</b> The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded. <input type="text" value="clint amos clint.amos@totaltool.com 402-429-3906"/>
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<b>11</b>	<b>Bid Award</b> I acknowledge and understand that the City, County and/or Public Building Commission reserve 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. a) Do you agree and understand? Yes/No _____ b) Is your pricing based on all-or-nothing basis? Yes/No _____ <input type="text" value="yes, no"/>
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1 2	<b>Quantities</b> I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract. <input checked="" type="checkbox"/> Yes (Y)
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1 3	<b>Years in Business</b> List the number of years your business has been in business <input type="text" value="44 years"/>
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1 4	<b>Current Location</b> List your current location and how many years at the current location <input type="text" value="2611 kimco dr. Lincoln NE 68521 14 years"/>
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1 5	<b>Primary Location</b> List your primary location which will service this account <input type="text" value="2611 kimco dr Lincoln NE 68521"/>
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1 6	<b>Catalog Products</b> What is the number of products in your tool catalog or tool listing online? <input type="text" value="28,000"/>
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1 7	<b>Product Manufacturers</b> How many manufactures are represented in your tool catalog or tool listing online? <input type="text" value="367"/>
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1 8	<b>Customer Service/Order Clerk</b> Do you have an inside customer service/order clerk available during the normal City/County business hours (8:00 a.m. to 4:30 p.m.) to expedite orders, answer questions and resolve problems? <input type="text" value="yes"/>
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1 9	<b>Customer Service/Order Clerk Information</b> Please state contact name, contact phone number and years with the company. <input type="text" value="Darin Person 402-476-6673 20 years"/>
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2 0	<b>Outside Account/Sales Representative</b> Does your company have an outside account/sales representative to make field visits, demonstrate products, offer technical advice, and assist in refining the program? <input type="text" value="yes"/>
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2 1	<b>Outside Account/Sales Representative Information</b> Please state contact name, contact phone number and years with the company. <input type="text" value="clint amos 402-429-3906 14 years"/>
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<b>2</b> <b>2</b>	<p><b>Company Representative</b></p> <p>Is a company representative available 24 hrs./day, seven days/week to fill emergency orders?</p> <input type="text" value="yes"/>
<b>2</b> <b>3</b>	<p><b>Power and Hand Tool Warranty</b></p> <p>Please state all applicable power and hand tool warranties.</p> <input type="text" value="Manufacture warranty"/>
<b>2</b> <b>4</b>	<p><b>Email Orders</b></p> <p>Does your company accept email orders?</p> <input type="text" value="yes"/>
<b>2</b> <b>5</b>	<p><b>Online Orders</b></p> <p>Does your company accept online orders?</p> <input type="text" value="yes"/>
<b>2</b> <b>6</b>	<p><b>Computer Software</b></p> <p>Is computer software and accessories necessary to connect City/County Departments to your on-line ordering program? If yes, indicate the cost to the City.</p> <input type="text" value="no"/>
<b>2</b> <b>7</b>	<p><b>Online Ordering</b></p> <p>Provide a brief description of the procedure for placing online orders</p> <input type="text" value="Its Total Access. You will recieve a username and password. Totaltool.com Then click on Total Access"/>
<b>2</b> <b>8</b>	<p><b>Minimum Order Amount</b></p> <p>Do you have a minimum order amount? Yes/No ____ If so, what is the amount?</p> <input type="text" value="no"/>
<b>2</b> <b>9</b>	<p><b>Delivery Schedule</b></p> <p>Daily delivery is required as part of this contract. State your current daily delivery schedule within the City of Lincoln limits.</p> <input type="text" value="we have a morning and afternoon delivery once a day."/>
<b>3</b> <b>0</b>	<p><b>Delivery Schedule</b></p> <p>Daily delivery is required as part of this contract. State your current daily delivery schedule within the City of Lincoln limits.</p> <input type="text" value="we have a morning and afternoon delivery once a day."/>
<b>3</b> <b>1</b>	<p><b>County Delivery</b></p> <p>Do you provide daily delivery service outside the City of Lincoln limits?</p> <input type="text" value="No, but we can."/>
<b>3</b> <b>2</b>	<p><b>Return Delivery</b></p> <p>Please explain your return policy?</p> <input type="text" value="It can be returned if it is a stocking item. On non stock items it depends on the manufacture policy."/>

3 3	<p><b>Re-stocking Charge</b></p> <p>Do you have a re-stocking fee? If yes, what is its cost?</p> <p>Only on nonstock items and it depends on the the manufacture policy</p>
3 4	<p><b>Credits</b></p> <p>How are credits handled for returned items?</p> <p>They are done at the inside sales counter.</p>
3 5	<p><b>Government Contract</b></p> <p>Is your company currently under any kind of government contract for the items listed in this bid? With whom?</p> <p>We have had this bid with the City Of Lincoln</p>
3 6	<p><b>Additional Services Available</b></p> <p>Does your company provide additional services? If so, list these services.</p> <p>Rigging, Rental and Repair</p>
3 7	<p><b>% Discount Online or In Store</b></p> <p>Do you offer a discount or pricing off an E-Commerce Link? List your discount for online or in store purchases.</p> <p>Yes, Depends on the item and manufacture. Everything is based off cost.</p>
3 8	<p><b>E-Commerce Link</b></p> <p>I acknowledge sending my E-Commerce link on company letterhead to:</p> <p>City of Lincoln, Purchasing 440 South 8th Street, Ste. 200 Lincoln, NE 68508</p> <p>Or by email to: rhinze@lincoln.ne.gov</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
3 9	<p><b>Numbers in Price Box</b></p> <p>I acknowledge, understand and hereby verify that <b>ONLY</b> numbers have been typed into the Unit Price box in the Line Item section of this e-bid into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.</p> <p>ok</p>
4 0	<p><b>Available Report</b></p> <p>Indicate if your company has the capability to generate these reports in ALL of the following formats: YES/NO</p> <ol style="list-style-type: none"> <li>1. Monthly usage summary report by item</li> <li>2. Year-to-Date usage summary report by item</li> <li>3. Monthly Department/Division Transaction Report</li> </ol> <p>If "NO", indicate which of the above formats your company can provide.</p> <p>yes,yes,yes</p>

<b>4</b>	<b>Delivery</b>
<b>1</b>	State number of delivery days after receipt of order (ARO). FOB to the City/County at the location specified with all transportation charges paid.
In stock: Same day or next day, If items need to be ordered depends on the manufacture	

<b>4</b>	<b>Contact</b>
<b>2</b>	Name of person submitting this bid:
Clint Amos	

<b>4</b>	<b>Electronic Signature</b>
<b>3</b>	Please check here for your electronic signature.
<input checked="" type="checkbox"/> Yes (Yes)	

### Bid Lines

<b>1</b>	<b>6" Diagonal Cutting Plier</b>
Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$28.50"/> Total: <input type="text" value="\$28.50"/>	
Manufacturer: <input type="text" value="SK Hand Tools or Equivalent"/>	
Manufacturer #: <input type="text" value="SKT15016"/>	
<b>Item Attributes</b>	
<b>1. Manufacturer</b>	
List your manufacturer of the product you are bidding.	
<input type="text" value="KLEIN"/>	
<b>2. Model</b>	
List your model number of the product you are bidding.	
<input type="text" value="D202-6"/>	

<b>2</b>	<b>Heavy Duty Diagonal Cutting Pliers 7"</b>
Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$28.50"/> Total: <input type="text" value="\$28.50"/>	
Manufacturer: <input type="text" value="Klein or Equivalent"/>	
Manufacturer #: <input type="text" value="D220-7"/>	
<b>Item Attributes</b>	
<b>1. Manufacturer</b>	
List your manufacturer of the product you are bidding.	
<input type="text" value="KLEIN"/>	
<b>2. Model</b>	
List your model number of the product you are bidding.	
<input type="text" value="D220-7"/>	

<b>3</b>	<b>Heavy Duty End Cutting Nippers 14"</b>
Quantity: <u>  1  </u> UOM: <u>  EA  </u> Unit Price: <input type="text" value="\$39.99"/> Total: <input type="text" value="\$39.99"/>	
Manufacturer: <input type="text" value="Channel Lock or Equivalent"/>	
Manufacturer #: <input type="text" value="148-14"/>	

**Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

KLEIN

**2. Model**

List your model number of the product you are bidding.

D232-8

**4 Crescent Wrench 18"**Quantity:   1   UOM: EA Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

CRESCENT

**2. Model**

List your model number of the product you are bidding.

APEAC218BK

**5 Locking Plier 10" Curve Jaw**Quantity:   1   UOM: EA Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

IRWIN

**2. Model**

List your model number of the product you are bidding.

10CR 4935576

**6 10" Adjustable Wrench**Quantity:   1   UOM: EA Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

CRESCENT



**2. Model**

List your model number of the product you are bidding.

APEAC210BK

**7** 13" Curved-Claw HammerQuantity:   1   UOM:  EA  Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

STANLEY

**2. Model**

List your model number of the product you are bidding.

51-616

**8** 5 in 1 Wire Stripper/Cutter/CrimperQuantity:   1   UOM:  EA  Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

KLEIN

**2. Model**

List your model number of the product you are bidding.

1010

**9** 15 in 1 Original Multibit ScrewdriversQuantity:   1   UOM:  EA  Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

KLEIN

**2. Model**

List your model number of the product you are bidding.

11045

<b>10</b>	12" Bar Clamp/Spreader
	Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$19.99"/> Total: <input type="text" value="\$19.99"/>
	Manufacturer: <input type="text" value="Irwin or Equivalent"/>
	Manufacturer #: <input type="text" value="1964718"/>
<b>Item Attributes</b>	
<b>1. Manufacturer</b>	
List your manufacturer of the product you are bidding.	
<input type="text" value="IRWIN"/>	
<b>2. Model</b>	
List your model number of the product you are bidding.	
<input type="text" value="1964718"/>	

<b>11</b>	1" x 30' Tape Measure
	Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$15.99"/> Total: <input type="text" value="\$15.99"/>
	Manufacturer: <input type="text" value="Stanley or Equivalent"/>
	Manufacturer #: <input type="text" value="33-430"/>
<b>Item Attributes</b>	
<b>1. Manufacturer</b>	
List your manufacturer of the product you are bidding.	
<input type="text" value="STANLEY"/>	
<b>2. Model</b>	
List your model number of the product you are bidding.	
<input type="text" value="33-430"/>	

<b>12</b>	2 Gallon Hand Held Poly Sprayer
	Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
	Manufacturer: <input type="text" value="Chapen or Equivalent"/>
	Manufacturer #: <input type="text" value="21220XP"/>
<b>Item Attributes</b>	
<b>1. Manufacturer</b>	
List your manufacturer of the product you are bidding.	
<input type="text" value="CHAPIN"/>	
<b>2. Model</b>	
List your model number of the product you are bidding.	
<input type="text" value="21220XP"/>	

<b>13</b>	Square Point Shovel, 46" Wood Handle
	Quantity: <u>  1  </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$25.00"/> Total: <input type="text" value="\$25.00"/>
	Manufacturer: <input type="text" value="Falcon/Ames or Equivalent"/>
	Manufacturer #: <input type="text" value="GG861/1554500"/>

**Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

AMES

**2. Model**

List your model number of the product you are bidding.

1554500

1  
4

Round Point Shovel, Wood Handle 8 1/4" x 11"

Quantity:   1   UOM: EA Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

AMES

**2. Model**

List your model number of the product you are bidding.

45520

1  
5

Lawn Rake, 48" Wood Handle

Quantity:   1   UOM: EA Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

AMES

**2. Model**

List your model number of the product you are bidding.

No response

1  
6

Magnetic Rare Earth Edge, Glow Illumination Level

Quantity:   1   UOM: EA Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

EMPIRE

**2. Model**

List your model number of the product you are bidding.

EM75.10

1  
7

3 Position Switch LED, Aluminum Body Flashlight

Quantity:   1   UOM:  EA  Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

STREAMLIGHT

**2. Model**

List your model number of the product you are bidding.

76161

1  
8

Dead Blow Hammer, Fiberglass Handles w/Nonslip Grip, 12 1/4"

Quantity:   1   UOM:  EA  Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

NUPLA

**2. Model**

List your model number of the product you are bidding.

27540

1  
9

Retractable Blade Utility Knife

Quantity:   1   UOM:  EA  Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

STANLEY

**2. Model**

List your model number of the product you are bidding.

10-099

2  
0

Multi-tool, Radius Needle Nose, 5 Tools, 8 Functions.

Quantity:   1   UOM:   EA  

**No Bid**

Manufacturer:   Gerber or Equivalent  

Manufacturer #:   47530  

**Item Attributes**

**1. Manufacturer**

List your manufacturer of the product you are bidding.

  No response  

**2. Model**

List your model number of the product you are bidding.

  No response  

2  
1

Cordless Drill / Driver

Quantity:   1   UOM:   EA   Unit Price:   \$125.00   Total:   \$125.00  

Manufacturer:   DeWalt or Equivalent  

Manufacturer #:   DCD710S2  

**Item Attributes**

**1. Manufacturer**

List your manufacturer of the product you are bidding.

  DEWALT  

**2. Model**

List your model number of the product you are bidding.

  DCD710S2  

2  
2

Corded Circular Saw - 7 1/4" Blade, 5800 RPM

Quantity:   1   UOM:   EA   Unit Price:   \$129.99   Total:   \$129.99  

Manufacturer:   DeWalt or Equivalent  

Manufacturer #:   DWE575  

**Item Attributes**

**1. Manufacturer**

List your manufacturer of the product you are bidding.

  DEWALT  

**2. Model**

List your model number of the product you are bidding.

  DWE575SB  

2  
3

Powder Acuated Nailer - Single Shot

Quantity:   1   UOM:   EA   Unit Price:   \$399.90   Total:   \$399.90  

Manufacturer:   Hilti DX 36 or Equivalent  

Manufacturer #:   PA3500

**Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

POWERS

**2. Model**

List your model number of the product you are bidding.

PA3500

2  
4

3/4hp Dust Collector

Quantity:   1   UOM:  EA **No Bid**

Manufacturer: Dayton or Equivalent

Manufacturer #: 3AA31

**Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

No response

**2. Model**

List your model number of the product you are bidding.

No response

2  
5

14" Concrete Cutter- Electric

Quantity:   1   UOM:  EA  Unit Price:   \$875.00   Total:   \$875.00  

Manufacturer: Husqvarna K3000 or Equivalent

Manufacturer #: K3000 Wet Saw

**Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

HUSQVARNA

**2. Model**

List your model number of the product you are bidding.

K3000

2  
6

Reciprocating Saws- Sawzall 3/4 Blade Stroke

Quantity:   1   UOM:  EA  Unit Price:   \$120.00   Total:   \$120.00  

Manufacturer: Milwaukee or Equivalent

Manufacturer #: 6509-31

**Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

MILWAUKEE

**2. Model**

List your model number of the product you are bidding.

6509-31

2  
7**Sander/Grinder - Rear Handle Trigger**Quantity:   1   UOM:   EA   Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

DEWALT

**2. Model**

List your model number of the product you are bidding.

No response

2  
8**D-Grip Handle Digger - Sleeve Type Retainer**Quantity:   1   UOM:   EA   Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

INGERSOLL RAND

**2. Model**

List your model number of the product you are bidding.

93A1

2  
9**Paving Breaker - 60 lb Class - Fixed Handle**Quantity:   1   UOM:   EA   Unit Price:  Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer**

List your manufacturer of the product you are bidding.

INGERSOLL RAND

**2. Model**

List your model number of the product you are bidding.

MX60A

3  
0

Portable Engine-Driven Solids-Handling Pump, Gas Powered B&S Engine

Quantity:   1   UOM:  EA  Unit Price:  Total:

Manufacturer:

Manufacturer #:

**Item Attributes**

**1. Manufacturer**

List your manufacturer of the product you are bidding.

**2. Model**

List your model number of the product you are bidding.

**Response Total: \$4,864.74**



**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.

# ANNUAL SUPPLY POWER AND HAND TOOLS

## 1. GENERAL INFORMATION

- 1.1 Furnish and deliver hand tools, power tools and related hardware items for the term of the agreement as ordered by the City of Lincoln, Lancaster County and Lincoln/Lancaster County Public Building Commission (hereinafter referred to as the Owners).
  - 1.1.1 Wherever in this document a singular entity is referenced (i.e., "City", "Building Commission" or "County") it shall mean the Owners encompassing all three (3) entities.
- 1.2 Line items are for Market Basket pricing and represents what the Owners project to purchase most frequently and will be used for award purposes.
- 1.3 Vendor shall provide a discount off list pricing in the Attribute section of Ebid that shall be applied to **ALL** other kindred items.
  - 1.3.1 If vendor does not have a specific discount, they must provide an e-commerce link for Owners to review their pricing prior to an award being made.
    - 1.3.1.1 This link can be emailed or mailed to Purchasing with a log and password to:

City of Lincoln, Purchasing  
440 South 8<sup>th</sup> Street, Ste. 200  
Lincoln, NE 68508  
rhinze@lincoln.ne.gov
- 1.4 Line item and kindred pricing shall reflect all associated costs to furnish the items F.O.B destination.
- 1.5 This is a non-exclusive contract, and the Owners reserve the right to obtain separate bids on special or large quantity purchases.
- 1.6 Vendor shall submit bid, and all requested supporting documents via the City/County e-bid system
  - 1.6.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
    - To register, go to the City of Lincoln website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov)
    - Type "bid" into search box
    - CLICK ON **Bids and Contracts**
    - CLICK ON **Supplier Registration**
    - Enter information as required.
  - 1.6.2 All fields marked with the red asterisk must be completed to register successfully.
- 1.7 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.8 All inquiries regarding these specifications shall be submitted in writing to Rachelle Hinze, Buyer via email to ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)).
  - 1.8.1 These inquiries and/or responses shall be distributed to prospective

bidders electronically as an addenda.

1.8.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.

1.8.3 Failure to comply with this directive may result in Vendor bid being rejected.

1.9 Pricing shall include delivery to the Owners.

1.10 Term of agreement shall be one (1) year term beginning February 1, 2022; with option to renew for three (3) additional one (1) year terms.

## **2. ORDERS**

2.1 Orders for stock and non-stock items will be placed by the Owners on an as-needed basis during the term of the contract.

2.1.1 Vendor shall notify Owners immediately of the projected delivery day for stock and non-stock items which are not available for next day delivery.

2.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall include the contract number.

## **3. DELIVERIES**

3.1 All deliveries should be made to the departments on the next business day after order is placed.

3.1.1 If order cannot be made on the next business day, the sales rep will contact the person placing the order and provide the revised shipping date and reason for delay.

3.2 Bidders shall list their delivery schedule for orders in the Attribute section of the e-bid.

## **4. BACK ORDERS AND RETURNS**

4.1 Back-orders of stock items must be held to a minimum and shall not exceed 3% of total items ordered (97%) fill rate.

4.2 A repeated pattern of back orders of stock items may be cause of cancellation of the agreement.

4.3 Stock items shipped in error must be replaced at vendor's expense within one (1) business day of notification.

4.4 Any item delivered which is found to be damaged or incomplete must be repaired or replaced within four (4) working days of notification.

## **5. TOOL WARRANTIES**

5.1 All tools shall carry a one (1) year warranty against defects in material and workmanship.

5.2 In addition, mechanics tools shall carry an unconditional lifetime warranty.

5.3 Vendor shall state all applicable warranty terms and conditions in the Attribute section of the e-bid, including any satisfaction guarantees offered directly by the vendor.

## **6. VENDOR ADDED SERVICES**

6.1 Owners seek assistance from the vendor to improve, modernize and enhance the procurement and delivery of tools.

- 6.2 Owners may request the vendor to participate in workshops and vendor exhibits to assist in familiarizing the departments with the vendors' products and the ordering process.
- 6.3 Vendors may suggest additional services they are particularly capable of performing, such as tool repairs.

**7. INVOICES AND PAYMENT**

- 7.1 All orders shall be billed to the individual City of Lincoln, Lancaster County and City of Lincoln – Lancaster County Public Building Commission agency placing the order.
- 7.2 Vendor must verify the identity of the person placing an order and receive an authorized signature for all tools picked up and delivered (NO EXCEPTIONS).
- 7.3 Payment shall be made to vendor based on statements listing the ordering agency, order number and name listed as valid signature received.

**8. EVALUATION CRITERIA**

- 8.1 Award of bid will be made to the most responsive Bidder whose response complies with the requirements of this bid and any addenda, except for such minor defects as may be waived by the Owners.
- 8.2 Evaluation criteria for responsiveness will include, but not be limited to:
  - 8.2.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
  - 8.2.2 Line item pricing in Ebid for the Market Basket, discount or e-commerce link to items with Owners discounted items.
  - 8.2.3 Billing, delivery, return policies, and other provisions offered to the Owners;
- 8.3 The Owners prefer to have a prime vendor for all items requested but may split or combine the award based on the results of the pricing and discounts submitted.

**INSTRUCTIONS TO BIDDERS**  
**City of Lincoln, Nebraska, County of Lancaster**  
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. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln and Lancaster County, 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. 8<sup>th</sup> 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 contracts (see *Insurance Requirements*).

**20. EXECUTION OF AGREEMENT**

- 20.1 Depending on the type of service or 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. The contract shall consist of a City of Lincoln and Lancaster County 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.
- b. **CONTRACT**, unless otherwise noted.
1. City and County will furnish copies of the 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 with the dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City and County will sign and date the Contract.
  4. Upon approval and signature, the City and County, 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. 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.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**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](http://www.uscis.gov/everify).



**City/County/PBC**

**Advertise 2 times  
Monday, December 27, 2022  
Monday, January 3, 2022**

**City of Lincoln/Lancaster County  
Purchasing Division**

**NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska by electronic bid process until: **12:00 pm, Monday, January 10, 2022** for providing the following:

**BID #22-022  
POWER AND HAND TOOLS**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov).