

**CITY OF LINCOLN  
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.  
Purchasing Agent

(402) 441-7410 Fax: (402) 441-6513

**QUOTATION REQUEST**

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

Date - 7/28/04  
Order No. - 1542 OQ  
Date Due - 08/02/04

**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  
Kopplin, Tom - Quotes

Buyer

Item Number / Description	Quantity	UM	Unit Price	Total Price
5407338 POSTS, GUARD RAIL, TREATED	200	EA		

GUARD RAIL POSTS SHALL BE CCA TREATED 6"X 8" X 6' MANUFACTURED FROM DOUGLAS FIR OR SOUTHERN YELLOW PINE NO. 1 GRADE OR BETTER. POSTS SHALL CONFIRM WITH "STATE OF NEBRASKA" SPECIFICATION FOR GUARD RAIL POSTS. 24 HRS PRIOR TO DELIVERY CALL 440-5500 ROGER TO ARRANGE FOR UNLOADING.

Contract Extension Renewal is an option: Yes \_\_\_ No \_\_\_

TERM PRICE CLAUSE: BIDDER MUST STATE:

- (a) Bid prices firm for the full contract period: \_\_\_\_\_; or
- (b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.
- (c) If (b), state period for which prices will remain firm  
Through \_\_\_\_\_.

COMPANY REPRESENTATIVE responsible for the administration  
of this Agreement:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NO. \_\_\_\_\_

Please fax your quotation back to us by 4:30 p.m. on the  
above referenced date. Fax to attention of Debbie Winkler  
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 \_\_\_\_\_  
EMPLOYER FEDERAL ID NO. OR  
SOCIAL SECURITY NUMBER \_\_\_\_\_

BY (PRINT NAME) \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_  
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.

# CITY OF LINCOLN PARKS AND RECREATION DEPARTMENT

## GUARD RAIL POSTS SPECIFICATIONS

1. SCOPE: Furnish and deliver rectangular cut, pressure treated guard rail posts. Guard rail posts shall conform to wood species, grade, quality and dimensions as herein specified.
2. REFERENCE SPECIFICATIONS: The supplier shall follow State Of Nebraska, Department of Roads standard specifications for Highway Construction, Section 1056 entitled "Timber and Lumber" kind, quality, manufacturing, and treatment of guard rail posts, unless otherwise stated herein.
3. WOOD SPECIES AND GRADE: Guard rail post shall be manufactured from Douglas fir of the Coastal Region or Southern Yellow Pine. Guard rail posts shall be grade #1 or better.
4. PRESERVATIVE TREATMENT: Guard rail post shall be pressure treated with CHROMAT copper arsenate known as "CCA" and shall conform to requirements as set forth in Standard C14 of the American Wood-Preservers' Association and referenced specification as noted above. Treatment certificate shall accompany shipment.
5. MATERIAL TESTING: Material testing will not be required.
6. DELIVERY: Guard rail posts shall be delivered F.O.B. to Lincoln Parks and Recreation Department as noted on proposal requests. Notify Lincoln parks and recreation 24 hours prior to delivery, allowing ample time to arrange for unloading. Contact Carpentry Shop *Roger* at 402/441-7955
7. GUARD RAIL POST DIMENSIONS: Guard rail posts shall be nominal dimensions of 6"x8"x6 ft. Long. Pre-drilled cable holes are not required. Tops and bottoms shall be sawed perpendicular to the axis of the post. Angular cut tops will be excepted providing all of the shipment is same.
8. ACCEPTANCE OF GUARD RAIL POSTS: Guard rail posts that are split, checked, warped or have any other distortion which may cause materials to fail and/or have unacceptable appearance shall be rejected. Supplier shall exchange rejected guard rail posts at suppliers cost.