IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS
SPECIFICATION NO. 04-316

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

THE ANNUAL REQUIREMENTS
FOR
AMMUNITION

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, December 8, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late Bids will not be accepted.. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

COMPANY NAME_____

PROPOSAL
SPECIFICATION NO. 04-316

BID OPENING TIME: 12:00 NOON
DATE: December 8, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City and the County the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR:
AMMUNITION

BIDDING SCHEDULE

ITEM	ITEM DESCRIPTION	EST. ANNUAL QUANTITY ROUNDS	PRICE PER THOUSAND ROUNDS	TOTAL
1.A.	**.38 CALIBER MARKSMANSHIP TEAM - LPD** 1a.1 38 cal. reloads with 148 grain hollow base wadcutter bullet. 1a.2 loaded with 3.1 or 3.2 grains of Winchester 231 powder and a Federal small pistol primer. No substitute on powder or primer. 1a.3 MFG._____ PRODUCT CODE_____	45,000	$_____	$_____
1.B.	**38 CALIBER MARKSMANSHIP TEAM - LPD** 1b.1 .38 Caliber 158 grain semi-wadcutter, remanufactured 1b.1.1 Anderson Munitions 1b.2 No Substitutes on brand	10,000	$_____	$_____
1.C	**9MM MARKSMANSHIP TEAM - LPD** 1c.1 9mm 147 grain remanufactured 1c.2 Anderson Municitions Brand JHP-XTP 1c.3 No Substitutes on Brand	6,000	$_____	$_____
1.D.	**45 ACP MARKSMANSHIP TEAM - LPD** 1d.1 45 ACP 185 grain remanufactured 1d.2 Anderson Municitions Brand SWCLHP 1d.3 No Substitutes on brand	1,000	$_____	$_____
2.	**9 MM PRACTICE** 2.1UMC (Remington) Brand MC 124 grain Ramac #L9MM2 2.2 No substitute on brand	15,000	$_____	$_____
3.	**9 MM DUTY - LPD** 3.1 Remington Golden Sabre bonded, 124 grain +p GS9MMD 3.2 No substitutes on brand	3,000	$_____	$_____
4.	**.45 DUTY - SHERIFF** 4.1 S peer Gold Dot 230 grain 4.3 No substitutes on brand	5,000	$_____	$_____
5.	**.45 ACP CALIBER PRACTICE-LPD** 5.1 UMC (Remington) Brand MC 230 grain #L45AP4 5.2 No substitute on brand	110,000	$_____	$_____
6.	**.45 ACP CALIBER DUTY - LPD** 6.1 Remington Golden Sabre bonded, 230 grain # GS45APB 6.2 No substitutions on brand.	12,000	$_____	$_____

ITEM	ITEM DESCRIPTION	EST. ANNUAL QUANTITY - ROUNDS	PRICE PER THOUSAND ROUNDS	TOTAL
7.	**SHOTGUN DUTY** 7.1 Newly manufactured, full power 12 gauge 00 Buck, 2 3/4" shot gun ammunition containing not less than 12 00 buck pellets. 7.2 Winchester Western X12XCOB5 7.3 No substitutes on brand	2,500	$_____	$_____
8.	**SWAT SHOTGUN RIFLED SLUGS - DUTY** 8.1 Newly manufactured, full power 12 gauge one ounce rifled slug 2 3/4" shotgun ammunition. 8.2 Winchester Western X12RS15 8.3 No substitutes on brand	2,000	$_____	$_____
9A.	**.223 CALIBER RIFLE DUTY AMMO. - LPD** 9a.1 Newly manufactured, full power .223 REM (5.56 x 45 mm) caliber rifle ammunition containing a 55 grain bullet 9a.2 Hornaday brand, TAP Urban. Product No. 83276 9a.3 No Substitutes on brand	8,000	$_____	$_____
9B.	**.223 CALIBER RIFLE - PRACTICE** 9b.1 Newly Manufactured full power .223 (5.56 x 45mm) caliber rifle ammo containing a 55 grain bullet 9b.2 Winchester Brand FMJQ3131A 9b.3 No substitutes on brand	12,000	$_____	$_____
10.	**SWAT .308 CALIBER RIFLE AMMO - LPD** 10.1 Federal .308 Win (7.62 X 51 mm) caliber rifle ammunition, Product Code 308M, containing a 168 boat tail hollow point match bullet. 10.2 No substitutes on brand	1,500	$_____	$_____
11.	**B-27 E TARGET** 11.1 Official NRA Police Qualification and Combat Target. 11.2 size (23" X 35") 11.3 Must be on 200# cardboard 11.4 MFG._____ PRODUCT CODE_____	1,000	$_____	$_____
12.	**B-27C 12 1/2" X 18 1/2" REPAIR CENTER FOR NRA B-27E TARGET** 12.1 MFG._____ PRODUCT CODE_____	1,000	$_____	$_____
13.	**Q-CB BFI Center Mass Target** 13.1 For Action Target System Delux 90. 13.2 Must be on 19" x 31" cardboard 13.3 MFG._____ PRODUCT CODE_____	2,000	$_____	$_____
14.	**12 GAUGE SHOTGUN AA TRAP LOADS** 14.1 Winchester Western, or equivalent. 14.3 MFG._____ PRODUCT CODE_____	2,500	$_____	$_____
15.	**.40 CALIBER PRACTICE** 15.1 UMC (Remington) Brand MC 180 grain #L40SW3 15.2 No substitute on brand.	45,000	$_____	$_____
16.	**.40 CALIBER DUTY** 16.1 UMC (Remington) Golden Sabre bonded 180 grain #GS40SWB 16.2 No substitute on brand	7,500	$_____	$_____

ITEM	ITEM DESCRIPTION	EST. ANNUAL QUANTITY - ROUNDS	PRICE PER THOUSAND ROUNDS	TOTAL
17.	**.223 CALIBER RIFLE DUTY AMMO. - Sheriff** 17.1 Newly manufactured, full power .223 REM (5.56 x 45 mm) caliber rifle ammunition containing a 75 grain bullet 17.2 Hornaday brand, TAP Urban. Product No. 83276 17.3 No Substitutes on brand	10,000	$_____	$_____
18A.	**SHOTGUN REDUCED RECOIL LOADS - DUTY** 18a.1 Newly Manufactured, 12 gauge 2 3/4" reduced Recoil Remington, 8 Pellet 00 Buckshot, RR12BK8-00	2,500	$_____	$_____
18B.	**SHOTGUN REDUCED RECOIL LOADS - DUTY** 18b.1 Newly Manufactured 12 gauge 2 3/4" 18b.2 Reduced Recoil Remington, 9 Pellet 00 Buckshot, SPL12-00BK Express 18b.3 No substitutes on brand.	2,500	$_____	$_____
19.	**SHOTGUN REDUCED RECOIL SLUGS- SWAT** 19.1 Newly Manufactured, 12 gauge 2 3/4" 19.2 Reduced Recoil Remington, 1 ounce rifled slug, RR12-RS 19.3 No substitutes on brand	2,000	$_____	$_____
20.A	**SHOTGUN REDUCED RECOIL LOADS - DUTY** 20.1 Newly Manufactured, 12 gauge 2 3/4/" 20.2 Reduced Recoil Winchester, 8 Pellet, 00 Buckshot, Ranger, RA12008 20.3 No Substitutes on brand	2,500	$_____	$_____
20.B.	**SHOTGUN REDUCED RECOIL LOADS - DUTY** 20b.1 Newly Manufactured, 12 gauge, 2 3/4" 20b.2 Reduced Recoil Winchester, 9 Pellet, 00 Buckshot, RA 1200 20b.3 No Substitutes on brand	2,500	$_____	$_____
21.	**SHOTGUN REDUCED RECOIL SLUGS - SWAT** 21.1 Newly Manufactured, 12 gauge, 2 3/4" 21.2 Reduced Recoil Winchester, 1 ounce rifled slug RA12R515 21.3 No Substitutes on brand	2,000	$_____	$_____

BID SECURITY REQUIRED: **Yes____ No____X_____**

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Term of initial agreement is one (1) year, February 1, 2005 through January 31, 2006.

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_____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____YES _____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO._____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 04-316

COMPANY NAME	**BY (Signature)**
STREET ADDRESS or P.O. BOX	**(Print Name)**
CITY, STATE ZIP CODE	**(Title)**
TELEPHONE	**(Date)**
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	**ESTIMATED DELIVERY DAYS (After receipt of individual orders)**
	TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword Bid

1. TERM OF AGREEMENT

1.1 One (1) year, February 01, 2005 through January 31, 2006 with options to renew for two (2) additional one year terms, beginning February 1, 2006.

2. DELIVERY

3.1 Unit bid prices shall include all delivery costs, including shipper's charges and all related charges that are/maybe encumbered to supply the item/items to the following delivery point:

Lincoln Police Department
Shooting Range
6000 NW 38th Street
Lincoln, Nebraska 68524

3.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on the normal City of Lincoln workdays and must be scheduled in advance to 402-441-6941.

3.3 The delivery of each item shall not exceed 30 days after receipt of order unless LPD is agreeable to the proposed time line.

3.3.1 A delivery time must be given at time of order.

3.3.2 Failure to comply with this delivery schedule may result in the cancellation of said order and shall allow LPD the option of obtaining the goods elsewhere and the option of canceling the contract.

4. ACCEPTANCE OF MATERIAL

4.1 Orders will normally be made by fax standard purchase orders issued by the Police Property Agent.

4.1.1 Orders may be placed by telephone directly by the Lincoln Police Property.

4.1.2 In any event, all orders will be assigned an order number.

4.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
have been met.

5. BID AWARD CRITERIA

5.1 Conformance to the specification.

5.2 The ability to meet stated delivery requirements.

5.3 Previous experience with both the bidder and product being provided.

5.4 Best overall value to the City of Lincoln.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.

1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.

1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.

1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.

1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.

1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

1.7 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.

1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S 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 of the Proposal Form.

2.2 If alternate bids 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 City.

2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.

2.5 City 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 City 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 to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.

2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).

3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

4.1 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, copyrights, patents and patent rights.

4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.

5.2 Each bidder for services further represents that the bidder 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.

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. CLARIFICATION OF SPECIFICATION DOCUMENTS

7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.

7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.

7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.

8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

8.4 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 the invitation to bid, or an addendum which includes postponement of the bid.

8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

10.1 Wherever in the specifications or proposal form 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.

10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.

10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents 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. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

11.2 Such demonstration can be at the City delivery location or a surrounding community.

11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).

11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.

12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

13.1 Copies of the following documents must accompany the bid proposal for all items being bid:

13.1.1 Manufacturer's warranties and/or guarantees.

13.1.2 Bidder's maintenance policies and associated costs.

13.2 As a minimum requirement of the City, 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 City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a “year category” shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

14.1 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.

14.2 Material delivered under this proposal shall remain the property of the bidder until:

14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and

14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

14.4 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, Nebraska, as required by the specification documents or purchase orders.

14.5 Selling dealer'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.

15. BID EVALUATION AND AWARD

15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

15.2 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.

15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

16.2 In any and all claims against the City 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 16.1 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 or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City 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.

18. LAWS

18.1 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.

19. AFFIRMATIVE ACTION

19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.

1.2 Items listed may or may not be inclusive of City 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 only 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 shall be neither obligated nor limited to any specified amount. The City will, if possible, 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 and ending one (1) year from that date, or as otherwise indicated on the proposal form.

2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

3.1 Bidders must state on the proposal form 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 to the City:

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. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City 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.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. 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.
9. 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 at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.

4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.

4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

5.1 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.