

10/25/2011

Diamond Vogel Paint Co.
Attn: Joseph Mullaney
711 South 3rd Avenue
Marshalltown, IA 50158

SUBJECT: UNL Invitation Bid # 11031 – Paint & Related Items Prime Vendor Contract

Dear Joseph:

The purpose of this letter is to inform you that the University of Nebraska-Lincoln desires to extend our current contract for Paint & Related Items for a period of one (1) year, per the conditions and specifications in UNL Bid #11031.

With written concurrence from your firm the terms, conditions and schedule of rates from the existing contract will remain in effect until December 31, 2012.

Your concurrence to the above qualifications will be indicated by your signature on this letter, which should be returned to this office, to my attention.

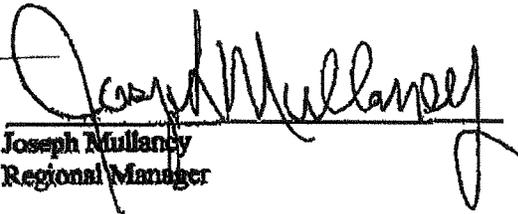
Thanks for your continued interest in the University. If you have any questions please feel free to contact me.

Sincerely,

Diamond Vogel Paint Co.



Lonnie E. Honeycutt
Senior Sourcing Specialist
UNL Procurement Services



Joseph Mullaney
Regional Manager

c: Bid File #11031, Brannigan

05220 RECEIVED
 C-11-0010
 DEC 29 2010

**Amendment to Agreement for
 Annual Requirements for
 General Building Materials & Equipment - Paint and Related Supplies**
 City of Lincoln/Lancaster County/Building
 CLERK

This Amendment is hereby entered into on this 21 day of Jan, 2010, by and between Diamond Vogel, 5900 South 57th Street, Lincoln, NE 68516 (hereinafter "Contractor") and the City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Agreement C-10-0119, dated March 16, 2010, and D.O. 3568, dated March 2, 2010, (the "Agreement"), for General Building Materials & Equipment - Paint and Related Supplies, University of Nebraska - Lincoln Contract 11031, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is January 1, 2007 thru December 31, 2007, with the option to renew on a one year basis; and

WHEREAS, the parties wish to renew the agreement from January 1, 2011 thru December 31, 2011; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-10-0119 and City D.O. #3568, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed from January 1, 2011 thru December 31, 2011
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Lancaster County Board of Commissioners Signatures

Executed this 4 day of January, 2010.

[Signature]
[Signature]
[Signature]
[Signature]
 Heier Absent

City of Lincoln

Executed this 21 day of Jan, 2010

[Signature]
 Finance Director
 Approved by Directorial Order No. 05220

Lincoln-Lancaster County Public Building Commission

Executed this 5th day of February, 2011

[Signature]
 Chairperson

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

Company Name: (PLEASE PRINT)	Diamond Vogel PAINT
By: (PLEASE PRINT)	JOE MULLANEY
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	OPERATIONS MANAGER
Company Address: (PLEASE PRINT)	711 So. 3rd. Ave. Marshantown, IA. 50158
Company Phone & Fax: (PLEASE PRINT)	641-753-6617 641-753-5252
E-Mail Address: (PLEASE PRINT)	JOE.MULLANEY@DIAMONDVOGEL.COM

County Copy
2-10-0119

03568

RECEIVED

MAR 11 2010

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA
and LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**General Building Materials & Equipment - Paint and Related Supplies
University of Nebraska Proposal Number 11031**

**Contractor:
Diamond Vogel
Jim Wallace - (Acct. Representative)
5900 South 57th Street
Lincoln, NE 68516
402-314-1954**

**CITY OF LINCOLN, LANCASTER COUNTY AND
LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Diamond Vogel, 5900 South 57th Street, Lincoln, NE 68516 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln/Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the University of Nebraska and Diamond Vogel, Proposal No.11031, dated November 29, 2006, which was prepared in accordance with the University's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide and deliver General Building Materials & Equipment - Paint and Related Supplies to/for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the University of Nebraska Proposal Number 11031, dated November 29, 2006 and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the University of Nebraska for General Building Materials & Equipment - Paint and Related Supplies, with only those exceptions stated herein; and

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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 University of Nebraska Proposal Number 11031, dated November 29, 2006, 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 hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver General Building Materials & Equipment - Paint and Related Supplies to/for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning January 1, 2010 thru December 31, 2010.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed for an additional one-year term not to exceed the term of the current University of Nebraska contract.
 - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.

- 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to University of Nebraska Proposal Number 11031, dated November 29, 2006.
- 3.1 Terms of payment shall be *net* thirty (30) days for all merchandise meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the University of Nebraska shall be made available to the Owners.
4. 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 Owner's 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.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lancaster County, and Lincoln/Lancaster County Public Building Commission), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. 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.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln/Lancaster County Public Building Commission, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln/Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City and the County and the Lincoln/Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver **General Building Materials & Equipment - Paint and Related Supplies**.
- 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 8.2.3 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.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between Diamond Vogel and the University of Nebraska Proposal Number 11031, dated November 29, 2006.
10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Clause for All City Contracts" attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.
11. 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.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. University of Nebraska Proposal Number 11031, dated November 29, 2006
3. The Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

John E. Rosdy
City Clerk



CITY OF LINCOLN, NEBRASKA
[Signature]
Finance Director

dated 3/2/10 **DD 03568**

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

[Signature]
Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated: 3/16/10

**EXECUTION BY PUBLIC BUILDING
COMMISSION**

[Signature]
Lincoln/Lancaster County PBC Attorney

[Signature]
Lincoln/Lancaster County Public Building
Commission

Dated: 3-16-10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Diamond Vdgel
Name of Corporation

5900 South 57th Street
(Address) LINCOLN, NE 68516

By: Wallace
Duly Authorized Official Jim Wallace

Sales Representative
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

1/12/2010

Diamond Vogel Paints
Attn: Patrick Murphy
7870 L Street
Omaha, NE 68127

SUBJECT: UNL Invitation Bid # 11031- General Building Materials – Paint & Paint Supplies

Dear Patrick:

The purpose of this letter is to inform you that the University of Nebraska-Lincoln desires to extend our existing paint and paint supplies contract with Diamond Vogel Paints for an additional one (1) year period.

With written concurrence from your company the terms, conditions, specifications and pricing schedule will remain in effect per UNL Bid #11031. The new contract period will be January 1, 2010 through December 31, 2010.

Your concurrence to the above will be indicated by your signature on this letter, which should be returned to this office to my attention.

Thanks for your continued interest in the University. If you have any questions please feel free to contact me.

Sincerely,

Diamond Vogel Paint Co.

Lonnie E. Honeycutt
Lonnie E. Honeycutt
Senior Sourcing Specialist
Purchasing Department
Phone: (402) 472-6307
Lhoneycutt1@unl.edu

Patrick Murphy
Patrick Murphy
Regional Sales Manager

1-22-10
Date

Joe Mullaney
Operations Manager
joe.mullaney@diamondvogel.com
Cell: 641.751.7393

Diamond Vogel
The Miracle of Paint™

C: Bid File # 11031

711 South Third Avenue • Marshalltown, IA 50158
Ph: 641.753.6617 • Fax: 641.753.5252
www.diamondvogel.com

7462-DV

UNIVERSITY OF NEBRASKA-LINCOLN
Office of University Services
Purchasing Department
1700 "Y" Street
Lincoln, Nebraska 68588-0645

November 29, 2006

Invitation Number 11031

INVITATION TO BIDDERS
For

**PRIME VENDOR CONTRACT
GENERAL BUILDING MATERIALS & EQUIPMENT**

The University of Nebraska-Lincoln is requesting proposals from qualified Bidders for general building materials and equipment. It is our intent to receive sealed proposals from qualified Bidders, demonstrating the capability to provide the quality of products and services required to meet the needs and objectives of the University of Nebraska-Lincoln.

Sealed requests for proposals (RFP) for furnishing and delivering the attached products and services for the University of Nebraska must be received by the Board of Regents in the Office of University Services, Purchasing Department, 1700 "Y" Street, Lincoln, Nebraska 68588-0645 by **2:00 pm Local Time, December 19, 2006** at which time they will be received and opened publicly. Information contained in all proposals will be available for public inspection, after a review committee has had the opportunity to evaluate all proposals.

Bidders are requested to submit a proposal which is directly responsive to the items, conditions, specifications, and other documents referred to in this Invitation to Bid. The University encourages alternate bid proposals, which may result in cost reductions, technical superiority, and/or other advantages, but must be clearly labeled as an alternate proposal. Alternate proposals must be submitted in addition to the Bidders responsive proposal to this Invitation to Bid.

It is the responsibility of each Bidder to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve the Bidder of conditions submitted in response to this proposal. It is the Bidder's responsibility to verify all existing conditions.

Bidders are to respond to all requests for information and questions as listed in this Invitation to Bid. Bidders failing to provide required information may be deemed non-responsive and their proposal may not be considered for award. All University forms are to be completed and returned. Failure to complete the University forms may disqualify your bid for further consideration. These forms will be a primary source of information for the proposal evaluation process along with any additional response pages, exception pages, and other Bidder provided material the University may deem as informational to the selection and decision process.

All proposals **MUST** be valid for a period of ninety (90) days from the above date of bid opening. **It is requested that one (1) original and one (1) copy of your proposal be submitted. Please mark your responses accordingly, i.e. "Original" and "Copy".**

The University of Nebraska reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the Bidder on their proposal, to accept any item or group of items in the proposal.

The University reserves the right to evaluate proposals in detail, as provided in this invitation to Bidders, and to award a contract for purchase which, in the exercise of reasonable discretion, the University determines to be in its best interest.

If it is determined that no responsive proposals are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price.

The University reserves the right to conduct discussions with any / all respondents to this request for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, delivery schedule, quality of products, payment schedule, service and price.

University of Nebraska-Lincoln
Board of Regents

Gary L. Kraft C.P.M.
Director of Purchasing and Material

ORIGINAL

Invitation #11031

General Building Materials & Equipment

Proposal Page 3

UNIVERSITY OF NEBRASKA
Office of University Services
Purchasing Department
1700 "Y" Street
Lincoln, Nebraska 68588-0645

PROPOSAL TO
University of Nebraska
For

PRIME VENDOR CONTRACT – GENERAL BUILDING MATERIALS

I/we, the undersigned, having carefully examined the specifications and conditions of this proposal, and fully understanding the type and quality of products and services required, hereby propose to supply the following general building materials at the prices stated and certify that such prices include all costs of transportation, packaging, delivery, storage, and service under warranty, F.O.B. Lincoln, NE.

The University of Nebraska requests bid proposal responses for general building materials as per the attached specifications, proposal pages, and general bid conditions.

All questions concerning this bid proposal are to be directed to the buyer, Lonnie Honeycutt, phone (402) 472-6307, fax (402) 472-2246.

Payment Terms Offered: _____ % _____ days

Receipt of Addenda - Numbered 1 through _____ acknowledged

Diamond Vogel Paints
FIRM NAME

7870 L Street
ADDRESS

Omaha, NE 68127
CITY AND STATE ZIP

402-592-2400
PHONE

Pat.Murphy@diamondvogel.com
E-MAIL ADDRESS

Janet Wynn
BY (TYPED)

Patrick Murphy
SIGNATURE

Regional Sales Manager
TITLE

402-592-8326
FAX NUMBER

47-0442909 12-15-06
FEDERAL I.D.# DATE

UNIVERSITY OF NEBRASKA
Invitation To Bid

The following sections of this Invitation to Bid, are being provided as an aid to insure that your bid proposal is complete, considers all aspects of the Invitation to Bid, and will, therefore, be considered responsive when reviewed by the University.

Section 1.0	Proposal Submittal Requirements
Section 2.0	Terms and Conditions
Section 3.0	General Requirements and Information
Section 4.0	Vendor Representation
Section 5.0	Ordering & Delivery Procedures
Section 6.0	Minority Owned Business
Section 7.0	Payment Terms
Section 8.0	Vendor Profile and Company Statistics
Section 9.0	References
Section 10.0	Market Basket Information
Attachment A	Market Basket Spreadsheet – Fluorescent Lamps, Incandescent Lamps & Ballasts

SECTION 1.0: PROPOSAL SUBMITTAL REQUIREMENTS

1.1 Sealed requests for proposals (RFP) for furnishing and delivering the attached products and services for the University of Nebraska must be received by the Board of Regents in the Office of University Services, Purchasing Department, 1700 "Y" Street, Lincoln, Nebraska 68588-0645 by **2:00 pm Local Time, on December 19, 2006**, at which time they will be received and opened publicly. Information contained in all proposals will be available for public inspection, after a review team has had the opportunity to evaluate all proposals. **It is requested that one (1) original and one (1) copy of your bid proposal be submitted. Please mark your responses accordingly, i.e. "Original" and "Copy".**

1.2 **Bid Return Envelopes:**

Bidders should enclose their proposal in an envelope addressed as follows:

**University of Nebraska-Lincoln
Purchasing Department
1700 "Y" Street
Lincoln, Nebraska 68588-0645**

In the lower left hand corner of the envelope write: Invitation Number 11031

If your proposal is too large to fit in an envelope, you may address an envelope in the manner described above and tape the envelope to a box containing your bid.

If you are delivering your bid in person, it should be sealed and submitted in an envelope labeled in the above manner, and given to bid desk personnel or an authorized member of the purchasing staff.

1.3 Bidders are cautioned to read this document carefully and to prepare and submit their bid proposal providing all information requested in accordance with the format chronology, etc., as set forth herein. Proposals must be dated and signed by an official authorized to bind the Bidder to its provisions. Proposals must remain in force for a minimum of ninety (90) days from the date for submission of proposals.

1.4 **Bidder Questions, Clarifications, and Addenda Interpretation:**

It is the responsibility of Bidders to obtain information and clarifications as provided below. The University is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this invitation to bid by any Bidder.

No interpretation related to the meaning of bid specifications or other bid documents will be made orally to any Bidder by the University. Any request for bid interpretation shall be put in writing and faxed by the Bidder to the University of Nebraska-Lincoln: Purchasing Department, Attn: Lonnie Honeycutt, 1700 Y Street, Lincoln, NE 68588-0645, FAX # (402) 472-2246 or via E-mail at unlpurchasing2@unl.edu. Last day Bidders can request bid interpretation will be December 13, 2006.

Any and all interpretations and any supplemental instructions provided by the University shall be in the form of written addenda to the specifications, which if issued, will be mailed, faxed, or e-mailed to all prospective Bidders no later than five (5) days prior to the scheduled opening date of bids. Failure of any Bidder to receive any such addenda shall not relieve the Bidder from any obligations specified in the bid. All written addenda shall become a part of the final contract document. Last day Bidders will receive addendums will be December 14, 2006.

Bidders are solely responsible for providing their correct addresses and fax numbers for any response to inquiries. The University is not responsible for lost or undeliverable responses.

SECTION 1.0: PROPOSAL SUBMITTAL REQUIREMENTS

- 1.5 The University will not be responsible for any costs incurred in preparation of the Bidder's proposal.
- 1.6 Factors such as, but not limited to quality of products, expandability, ordering process, delivery schedule, pick-up service, payment process and price will be taken into consideration in the evaluation of the Bidder's proposal. The University reserves the right to accept or reject any and all proposals. Issuance of this Invitation to Bid does not obligate the University to award a purchase order.
- 1.7 Bidder Qualification:
The University may make any investigations deemed necessary to determine the ability of the Bidder to perform the specifications and conditions set forth in this bid. The Bidder shall furnish the University with pertinent information and data upon request. The University reserves the right to reject any bid based on the facts resulting from an investigation which indicates a Bidder is not properly qualified to carry out the obligations of the contract. Conditional bids will not be considered.
- 1.8 Exceptions:
Any exceptions with respect to the specifications, data requirements, payment terms, conditions, delivery schedules, or pick-up service submitted must be specified in writing as part of the required bid proposal. Specific reference must be made to the page number and paragraph number(s) or other identifying criteria with respect to any exceptions proposed by the Bidder. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions will be recognized by the University, and any resulting award will be issued on the basis that no exceptions exist and the Bidder will be held responsible for compliance to the detail of all specifications and conditions. The University reserves the right to analyze exceptions in detail.
- 1.9 Bid Withdrawal:
Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of the bid opening.
- 1.10 Fax:
Any Bidder may modify their bid proposal by fax (University of Nebraska-Lincoln fax # (402) 472-2246) any time prior to the scheduled closing time for receipt of bids, provided it is received by the University prior to the bid closing date/time, and the University is satisfied that a written confirmation of the fax with the signature of the Bidder was mailed prior to the bid closing time. The fax shall not reveal bid price, but should provide additions, subtractions, and any other modifications to the bid while not disclosing final prices or terms of the bid to the University until the bid is opened.
- 1.11 Confidentiality:
All pricing regarding this Invitation to Bid is public information. All material submitted in response to this Invitation to Bid, with the exception of any materials that both the Bidder and the University deem as confidential, will become the property of the University. The University may keep trade secrets and other proprietary or commercial information, which, if released, would give advantage to business competitors, and serve no public purpose. Materials, which the Bidder expects the University to treat as confidential, must be clearly marked as such by the Bidder. Confidential materials will be returned to the Bidder only upon request.
- 1.13 Fiscal Funding Out Clause:
Notwithstanding the foregoing, if the legislative body appropriating funds, does not allocate sufficient funds to allow for purchase of general hardware supplies, the University will not be obligated to honor commitment to this contract.

SECTION 1.0: PROPOSAL SUBMITTAL REQUIREMENTS1.14 Building Rules and Regulations:

Employees of the Vendor and its Subcontractors shall comply with all instructions, pertaining to conduct and building regulations issued by representatives of the University. The University reserves the right to request the removal or replacement of any undesirable employee at any time. All buildings on the University campus are tobacco-free. Use of tobacco products is not permitted in any area inside University buildings.

SECTION 2.0: TERMS AND CONDITIONS

In addition to the University Standard Terms and Conditions contained herein, the following terms and conditions will be binding upon the successful vendor in the event a purchase order is issued.

Terms and Conditions are as follows:

- 2.1 Delivery:
Successful vendor shall bear all costs of transportation, packing, crating, delivery, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the vendor.
- 2.2 Substitutions:
Vendor shall not substitute materials or accessories without written consent of the University.
- 2.3 Termination of Purchase:
The purchase order and/or contract and any and all rights granted and obligations assumed hereby may be terminated by the University by giving thirty (30) days written notice to the vendor. Upon receipt of a notice of termination and except as otherwise mutually agreed, vendor shall stop work under the purchase order on the effective date of the notice of termination.
- 2.4 Termination for Cause:
The University of Nebraska may terminate the contract resulting from this Invitation to Bid at any time if the Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment to terms, as specified in this document and resulting contract documents. In such an event, The University of Nebraska shall provide the Vendor with a thirty (30) day written notice of conditions, which endanger contract performance. If after such notice, the Vendor fails to remedy these conditions, the University of Nebraska may issue an order to the Vendor for immediate cancellation of the contract.
- 2.5 Termination for Other Reasons:
By mutual agreement of both parties, upon receipt and acceptance of not less than one hundred twenty (120) days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
- 2.6 Subcontracting:
Vendor shall not subcontract all or substantially all work on any article to be supplied under the purchase order without prior written approval of the University.
- 2.7 Contract Assignment: Contracts established as a result of this proposal shall not be transferred or assigned without prior written consent of the University of Nebraska.
- 2.8 Governing Law:
The laws of the State of Nebraska and the purchasing policies and regulations of the Board of Regents of the University of Nebraska shall govern and control all aspects of this procurement transaction and the contract awarded to the successful Bidder.

SECTION 2.0: TERMS AND CONDITIONS

- 2.9 Force Majeure:
Vendor shall not be held liable for delays in manufacturing or delivery resulting from any circumstances beyond vendor's reasonable control, not occasioned by vendor fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, the vendor shall notify the University without delay and any relief granted to the vendor shall be limited to an extension of delivery dates or times of performance to the extent caused.
- 2.10 Previous Agreements:
This Invitation to Bid and any resulting purchase order and/or contract cancels and supersedes any prior understandings or agreements between the party's relating to the subject matter hereof. The purchase order and/or contract, and the contained specification, incorporated by reference herein express the complete and final understanding of the parties with respect thereof, and may not be changed in any way except by an instrument in writing signed by both parties.
- 2.11 Disputes:
Any dispute arising under this purchase order and/or contract which is not settled by agreement of the parties shall be settled in the state or federal courts of the State of Nebraska. Pending any decision, appeal or judgement in such proceedings, or the settlement of any dispute arising under the purchase order, vendor shall proceed diligently with the performance of the purchase order in accordance with the decision of the University.
- 2.12 Federal, State and Local Taxes:
Purchases made by the University of Nebraska are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the successful Bidder upon request.
- 2.13 Equal Opportunity Clause Certification of Non-Segregated Facilities:
This form is attached. Please sign and return these forms with your proposal. The Standard Terms and Conditions are also enclosed.
- 2.14 Sexual Harassment:
Federal Law and the policies of the Board of Regents of the University of Nebraska prohibit sexual harassment of University employees and students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees or a hostile or offensive academic environment for University students. University contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees or students. The employer of any person who the University in its reasonable judgement determines has committed an act of sexual harassment agrees as a term and condition of this contract to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
- 2.15 Interpretation of Conflicts:
Should conflicts occur, the Vendor shall request an interpretation from the University before proceeding with the work. If a Vendor fails to make such a request, no excuse will be entertained for failure to carry out the specified work in a satisfactory manner.

SECTION 2.0: TERMS AND CONDITIONS**2.16 Collusive Bidding:**

The Bidder's signature on this proposal is their guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders, and without effort to preclude the University from obtaining the lowest competitive price.

2.17 Drug Free Workplace:

The Contractor agrees that in the performance of this contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this contract. The University reserves the right to request a copy of the Contractor's Drug Free Workplace Policy. The Contractor further agrees to insert a provision similar to this statement in all subcontracts or services required.

2.18 Weapons Policy:

Possession of dangerous weapons (concealed or unconcealed) on University property, on the work site, in University vehicles, or in personal vehicles when on University property shall be a violation of University policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by the University, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action.

2.19 Proprietary Information:

All information acquired as a result of this agreement regarding the purchase of products, services and/or names of University employees remains the property of the University of Nebraska and must be treated as confidential information. All listings, which may reveal names or identification numbers, if not returned to the University, must be properly destroyed so as to keep such information confidential. Use of this information in any other manner, not expressly implied, is strictly prohibited without prior written consent of the University of Nebraska.

2.20 Equal Opportunity in Procurement and Contracts Executive Memorandum No. 21:

The University of Nebraska recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The University of Nebraska assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska.

Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University's procurement and contracting activities. This includes procurement of or contracts for operational supplies and equipment, construction projects and materials, service contracts and lease agreements. It is also the University's policy that any person or business seeking the opportunity to do business with the University shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

SECTION 3: GENERAL REQUIREMENTS AND INFORMATION3.1 Purpose:

The purpose of this request for proposal (RFP) is to provide prospective vendors with information to enable them to prepare and submit a proposal for furnishing general building materials and equipment to the University of Nebraska-Lincoln. This RFP will begin the process of evaluation and negotiation, which may lead to a contract between the University of Nebraska-Lincoln and a selected vendor(s). If no responsive bids are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price, and/or participate in other contracts that may be developed by other campuses, the State of Nebraska, and/or other governmental agencies, political subdivisions, or consortia.

3.2 Contract Extended to Other Campus/Locations:

Other campuses, University of Nebraska entities, governmental agencies, political subdivisions, or consortia choosing to participate in any resultant contract will negotiate separately with the successful vendor regarding any and all of the herein contained terms and conditions. In addition, this contract may be extended to any entity in which the Board of Regents has at least a 50% controlling interest. Under no circumstances shall the University of Nebraska be contractually obligated or liable for any purchase by another institution, political subdivision or state agency.

3.3 Evaluation Process:

Proposals will be evaluated and a contract awarded in compliance with the University of Nebraska Purchasing Policy. Evaluation/Selection of the successful Bidder will be accomplished by a committee comprised of University of Nebraska employees. The award of a purchase contract shall be made to the most responsive bidder, taking into consideration the best interests of the University, the quality or performance of any articles or services to be purchased, pricing, conformity with specifications, the purpose for which required, time of delivery, pick-up procedures, the result of the evaluations of all proposals by the committee, along with appropriate input from customers, oral presentations, and any other information the University may deem appropriate. Please note: if all Bidders fail to meet a specification and/or condition, the University of Nebraska reserves the right to delete that specification or condition. Once the most responsive vendor(s) is determined, the University may conduct further negotiations, and/or request presentations and demonstrations to assist in the clarification of contract terms and conditions.

3.4 Contract Period:

The contract will be effective from the date of this agreement, to be determined by the date of signing by both parties, for a period of three (3) years. The contract may be renewed, by mutual agreement of both parties, in writing for additional one (1) year periods upon completion of the initial base contracted period. Maximum contract length not to exceed five (5) years.

SECTION 4.0: VENDOR REPRESENTATION4.1 Vendor Representation:

- A. Account Representative: The vendor shall identify an individual as the “Account Representative.” The Account Representative will be the primary interface between the University and the Vendor. This individual shall have a minimum of three (3) years experience in the general building materials business and have a demonstrated ability to service this account. This individual is an outside resource for communication between the University, Vendors, Brokers, and Product Manufacturers. Activities associated with the Account Representative will include, but are not limited to the following:
1. Facilitate the flow of new product ideas with UNL facilities maintenance staff and UNL end users to optimize savings and/or cost reduction.
 2. Training of University personnel regarding ordering and product return procedures.
 3. Coordinate with the University the selection, and approval of substitute items.
 4. Communicate with the University to identify potential product conversions from special order status to regular stock classification.
 5. Meet with University user departments when potential problems exist; for purposes of identifying problems and determining solutions.
 6. Monitor backorders and assure that the vendor complies with rapid fill of all backorders.
 7. Monitor fill rates per the contract requirements and submit documentation with explanation for backorder situations.
 8. Provide the University with computer-generated reports as requested.
- B. The vendor shall designate an individual as the “Customer Service Coordinator” to provide daily operational and customer service support. This individual shall be an in house employee that will be available to assist University personnel on a day to day, hour to hour basis. This individual shall have a minimum of 2 (two) years experience in the general building materials business, and have a demonstrated ability to service this account. Activities associated with the customer service coordinator include but are not limited to the following:
1. Must be available 8:00 a.m. to 5:00 p.m. Monday through Friday to assist the University with ordering of warehouse stock items and special order requests.
 2. Notify University ordering personnel when out of stock situations arise and assist with filling of order with suitable / acceptable substitute items.
 3. Coordinate the delivery or pick-up of orders when such requests arise.
- C. The University reserves the right to effect a change in the account representative and the customer service coordinator assigned to this account, if his/her performance is deemed unsatisfactory.

ORDERING & DELIVERY PROCEDURES

5.1 Ordering Procedures:

A. Regular UNL Warehouse Stock Items.

1. The University will place orders to replenish their warehouse par levels on a daily, weekly or monthly basis.
2. Orders will be placed by telephone, fax, or internet ordering system to Vendor's warehouse/distribution center.

B. Will Call Orders:

1. The University may telephone in orders to the Vendor and dispatch a UNL employee to pick up the item(s). Will call orders must be available for pick-up within a 30 minute notification.

C. Special Order Items:

1. Special Order Items -- Items that are not regular stock items for the Vendor. UNL will place the order with the Vendor's account representative. The account representative will coordinate the pick-up / delivery of the item(s) when they are delivered to vendor's facility.

D. Product Specifications:

It is understood that the contract resulting from this Invitation to Bid will stipulate that the University has complete authority as to the specifications of all products used. However, assistance is desired from the vendor with the evaluation and recommendation of new products, especially those which would result in cost savings to the University.

E. Stock Catalogs:

1. Vendor will provide UNL ordering departments with stock catalogs listing all items available for purchase from the vendor's warehouse.

5.2 Internet Ordering Capabilities:

Does your company have an internet ordering system in place to receive orders: Yes ___ No

Does your company's internet ordering site have on-line pricing and inventory status capabilities?

Yes ___ No

5.3 Deliveries:

In most cases, the University will dispatch staff members to pick-up orders. Depending on the number of pieces ordered or the size of the items ordered, the University may request the order be delivered by the vendor.

A. Does your company have delivery service? Yes No ___

B. Does your company offer free delivery service? Yes No ___

C. Does your company offer delivery service for a fee? Yes ___ No

If Yes, what is your delivery fee? _____

In the event your company offers delivery service, sections D through L will apply:

D. Vendor's delivery personnel will comply with all appropriate State of Nebraska driver safety and traffic laws.

E. The University reserves the right to change delivery personnel if problems arise with existing delivery personnel.

ORDERING & DELIVERY PROCEDURES

F. Delivery personnel will be required to deliver and off load all products to a receiving dock or a specified area on the inside (or outside) of the designated University facility. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoices verified and signed with discrepancies (shortages, longs, damage, wrong product, etc.) documented on the delivery invoice.

G. At the time of delivery, a designated University employee will sign the "invoice." This signature will only indicate the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

H. Does your company own and operate a fleet of delivery vehicles? Yes No
If you company contracts with an outside company to provide delivery service, please provide the company's name and address.
Company Name _____

Address _____

Telephone _____ Fax _____

I. In the event the Vendor contracts out their delivery service, it is to be understood the Vendor will maintain full responsibility for the timeliness of deliveries, order completeness, damage, etc. to the designated University delivery location.

J. All orders will be priced F.O.B. destination

K. How many miles distant is your warehouse / distribution facility from the University of Nebraska-Lincoln Campus? (FIVE) miles.

L. Delivery schedule: (Excluding holidays)
Orders placed by 4:00 p.m. Mondays will be delivered to UNL by Tuesday
Orders placed by 4:00 p.m. Tuesdays will be delivered to UNL by Wednesday
Orders placed by 4:00 p.m. Wednesdays will be delivered to UNL by Thursday
Orders placed by 4:00 p.m. Thursdays will be delivered to UNL by Friday
Orders placed by 4:00 p.m. Fridays will be delivered to UNL by Monday

5.4 Return Of Stock Items:

In the event regular warehouse stock items need to be returned to the vendor due to damage, miss-pick, ordering error, etc., the Vendor agrees to provide the University with a credit memo. The credit memo may be applied to the referenced original billing invoice stated on the credit memo or to any future billing invoice. The University shall not be assessed restocking charges or any other form of return charges.

ORDERING & DELIVERY PROCEDURES

- 5.5 Return of Non-Stock Items: In the event a special order or non-stock item needs to be returned to the vendor due to damage, miss-pick, ordering error, etc., the Vendor agrees to provide the University with a credit memo. Upon return of the item to the Vendor, a credit memo will be given to the University employee. The credit memo may be applied to the referenced original billing invoice stated on the credit memo, or to any future billing invoices. Vendor will accept these returned items without charge, unless the vendor is required to pay freight and / or restocking charges for return of the item. The University will be charged only for actual documented restocking and freight charges associated with the return.

- 5.6 Delivery Invoices:
 - A. An itemized invoice, in duplicate, including the ordering University Department name, name of the University employee placing the order, invoice order number, product description, unit cost, extended cost and total invoice charges will accompany all orders. All substitutions shall be noted on the invoices.

- 5.7 Reports:
 - A. A number of computer generated reports will be required by the University. These reports must be specific to the UNL System, to each respective campus, as well as purchases by any other University departments. The following are examples of reports that will be requested by the University:
 - 1. Dollar amount report by week, month and year to date. Other fiscal reports for other time frames as requested by the University.
 - 2. Usage reports (each, cases, boxes, dozens, feet, per 100, etc.) of specific products purchased by the week, month, year to date, and other time frames as needed by the University.
 - 3. Usage figures for a specific brand or by manufacturer for a specified time frame for tracking rebates and other promotional programs.
 - B. The University requests that once a report has been generated and a hard copy furnished, the report will be identifiable by a report name/title, or report number. This will allow the University to request established reports by report name/title, or report number.
 - C. What is the time lag between the date the University requests a report and the date the University receives the report? 14 days.
 - D. Does your company have the capability to forward reports to the University by e-mail on an Excel Spreadsheet format? Yes No

- 5.8 Backorder Notification:
Vendor must notify ordering University Departments when backorder situations arise.

- 5.9 Vendor Price Audits:
The University will conduct periodic price audits. Typically these audits will take place every 3 months.

6.0 MINORITY OWNED BUSINESS

6.1 Minority Owned Business Enterprises:

Does your company have a document plan in place for working with Minority Business Enterprises?

Yes ___ No ___

Explain how your company works with Minority Business Enterprises, Women Owned Business Enterprises and/or firms employing the physically challenged. Identify your current M/WBE opportunity program, including second tier efforts with M/WBE suppliers/manufacturers.

SECTION 7.0 PAYMENT TERMS

7.1 Payment Terms:

UNL prefers to be summary invoiced electronically at the end of each month. Vendor/Supplier must select payment terms from below choices:

A. Payment Terms Discount:

1. Net 30 (UNL makes payment within 30 calendar days receipt of summary invoice).

Is this your selected choice of payment terms? Yes No

2. 1%15/Net 30 (UNL makes payment within 15 calendar days receipt of summary invoice and receives a 1% discount)

Is this your selected choice of payment terms? Yes No

3. 2%10/Net 30 (UNL makes payment within 10 calendar days receipt of summary invoice and receives a 2% discount)

Is this your selected choice of payment terms? Yes No

4. In the event UNL accepts payment discount A1, A2 or A3 above, and UNL agrees to make payment by Bank to Bank Electronic Funds Transfer, (EFT) what additional discount will your company extend to the University? _____% EFT discount.

B. Purchasing Card Payment

1. Does your company accept payment via charge card? Yes No

C. Other Payment Terms

1. Does your company have other payment terms which might afford the University additional savings? Yes No

If Yes, please explain: _____



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EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

A. Operating Statement

"It is the policy of Vogel West, Omaha to assure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including on-the-job training."

B. Designation of the EEO/AA Officer

I, Drew F. Vogel, President & CEO of Vogel West, Omaha have designated the following person as the EEO/AA Officer:

David Vander Werff

This EEO/AA officer shall have the responsibility for and be capable of effectively administering and promoting the EEO/AA program and shall be assigned adequate authority and responsibility to do so.

C. Definition of Equal Employment Opportunity (EEO) & Affirmation Action (AA)

EEO is the opportunity of all applicants for equal employment without regard to race, religion, sex, color, national origin, age, disability, or any other classification protected by federal, state or local laws.

AA is the specific action taken to assure minorities and women will have equal opportunity for employment.

The distinction between the two policies is that EEO is a policy which provides consistent action in regards to employment opportunities, while AA is a proactive policy designed to increase minority and female employment opportunities.

"Finest Quality Products Since 1926"

D. Recruitment Policy

We will use the following organizations to seek out minority and female applicants: we will contact the Workforce Development Office nearest our office and/or nearest the project; we will encourage our current employees to refer females and minorities; and we will place ads in the area newspapers. "An Equal Opportunity Employer" is notated when advertising for employees..

E. Non-segregated Facilities Policy

Vogel West, Omaha certifies that it will provide non-segregated facilities for our employees. No employee will be denied access to adequate facilities on the basis of race, religion, sex, color, national origin, age, or disability.

F. Training and Promotion Policy

Vogel West, Omaha has an approved informal on-the-job training and promotion program. Vogel West, Omaha will advise prospective and current employees of available training opportunities through office postings and supervisor referral. The qualifications are that you must be an employee in good standing and have supervisory approval.

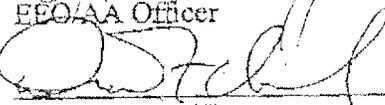
Vogel West, Omaha will assure that all training and promotions are open to all employees, without regard to race, religion, sex, color, national origin, age, disability, or any other classification protected by federal, state or local laws.

Annual meetings with the employees will be held to obtain employee input. Vogel West, Omaha will assess and evaluate the training and promotion opportunities for any interested employees yearly through this performance review.

Signatures:



EEO/AA Officer



President and CEO

12/18/06

Date

12/18/06

Date

Section 9.0 References

9.1 References:

A minimum of three (3) references are requested with your bid. References should be from accounts similar in size to that of the University of Nebraska-Lincoln. Failure by the Bidder to include references with their proposal may result in their bid not being considered for further award consideration.

Reference # 1:

Firm Name: Landoll Corp
Address: Marysville, KS
Fax Number: 785-562-3187

Contact Person: Jim Ronnebaum
Telephone: 785-562-4987
E-Mail Address: N/A

Reference # 2:

Firm Name: Wheat Belt Inc.
Address: Kansas City, MO
Fax Number: 816-243-8236

Contact Person: Gary Mack
Telephone: 816-243-8222
E-Mail Address: gary@wheatbeltinc.com

Reference # 3:

Firm Name: Doane College
Address: Crete, NE
Fax Number: 402-826-8600

Contact Person: Pappy Khouri
Telephone: 402-826-8200
E-Mail Address: pappy.khouri@doane.edu

SECTION 10.0 MARKET BASKET

- 10.1 Market Baskets: The University elects to use “Market Basket” pricing spreadsheets for bid evaluation purposes. The market baskets consist of commonly purchased items for a particular commodity group (general building materials, hand tools, power tools and paint supplies). These market baskets are not a complete list of all items purchased by the University, nor does it guarantee future purchase of the items or quantities listed.

Manufacturer’s brand name and item code numbers. Vendors are required to bid the brand and code numbers as specified. In the event the vendor does not have access to the brand and code number as specified in the market basket, the vendor may bid an equivalent brand. The University will be the sole judge of equivalent. It will be in the vendor’s best interest to bid the brand and code number as specified in the market baskets. In the event you are not bidding the brand and code number as specified in the market baskets, you must provide the following information in your completed market basket: Brand & Product Code #, Pack / Size, Vendors Catalog List Price or current shelf price, Vendors Percent Discount, UNL’s Price Each, UNL’s Total Price.

Vendors may submit bids on all four (4) market basket spreadsheets or on selected market basket spreadsheets:

Part I - General Hardware Items and Building Materials

Part II - Power Tools

Part III - Hand Tools

Part IV - Paint and Related Items

The University may award this bid on an all or none basis (all four parts being awarded to one vendor) or on an item by item basis (each of the four parts awarded to a different vendor or any combination there of).

Vendors are encouraged to bid on as many Parts (I, II, III and IV) as they possibly can.

When printing a hard copy of the market baskets, you must use legal size paper 8 ½” x 14”.

- 10.2 Market Basket Spread Sheet Column Definitions:

Item #: Identifies the numerical sequence of the Market Basket items.

Item Description: Describes the item being bid.

Brand & Product Code #: This is the approved brand & product code # for the item being bid. The University requests Vendors bid the brand & product code # listed. If your company does not have access to the brand and code # specified you may bid an equivalent product. The University will be the sole judge of equivalent. It will be in the bidders best interest to bid the brand and code # as specified.

Pack/Size: Describes how the item is packed – each, pair, dozen, 24ct, gallons, etc.

Qty Purch: Identifies the estimated quantity the University will purchases during the course of one year. The actual quantity purchased may be more or less than the quantity listed.

Brand & Product Code #: This is the brand and product code # of the item you are bidding. Even if you are bidding the brand and product code # as specified, you must fill in this block.

Pack / Size: This is the unit of measure your company sells this product in (each, pair, dozen, gallon, quart, etc.).

Vendors List Price Each: This is the price you company currently sells this item for. This can be your catalog price or your shelf price to the general public.

SECTION 10.0 MARKET BASKET

Vendors Percent Discount: This is the discount you are extending to the University off of your catalog or shelf price. If you are offering a 10% discount you will need to enter .10 in this column, 20% discount enter .20 in this column, 5% discount enter .05 in this column.

UNL's Price: This is the price the University will pay for this item. Vendors List Price multiplied by the percent discount, subtracted from the vendors list price equals UNL's Price.

UNL's Total Price: UNL's Price multiplied by Quantity Purchased equals UNL's Total Price.

Vendors are required to return their completed / printed hard copy of their Market Basket Spreadsheet(s) with their proposal.

SECTION 11.0 DISCOUNT PRICING

11.1 Discount pricing will be based on a fixed percent (%) discount off the most recent published catalog price list or current shelf price. The discount percentage will remain unchanged for the term of the contract. Discount pricing applies to all items not listed in the Market Basket section.

Example: Most recent catalog published date is January 1, 2006 (or current shelf price).

Item to be purchased is Joint Compound, Sheetrock - Light Weight All Purpose, Ready Mixed, packed 4.5 gallons per pail.

Your catalog list price (or shelf price) is \$20.00 / 4.5 Gallon Pail.

Your company's percent discount off published catalog price list (or shelf price) is 25%

The University's price is \$15.00/pail.	\$20.00 Vendor's Price	\$20.00 Vendor's Price
	<u>x .25</u> Percent Discount	<u>- \$ 5.00 UNL's Discount</u>
	\$ 5.00 Discount	\$15.00 UNL's Price

Indicate if this condition is agreeable: Yes No

Clarification, if any: _____

11.2 The University is requesting vendors provide discount pricing on the following product categories:

A. General Building Materials (wood, drywall, plywood, cement, nails, screws, etc.)
Percent Discount Off Published Price List (or current shelf price) _____ %

B. Hand Tools
Percent Discount Off Published Price List (or current shelf price) _____ %

C. Power Tools.
Percent Discount Off Published Price List (or current shelf price) _____ %

D. Paint and related supplies.
Percent Discount Off Published Price List (or current shelf price) _____ %

PAINT 25%