

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
FOR  
FIREMAN UNIFORMS  
QUOTE 3223**

**Lawmen's & Shooter's Supply Inc.  
7750 9<sup>th</sup> St. S.W.  
Vero Beach, FL 32968  
772.569.8700 x218**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between **Lawmen's & Shooter's Supply Inc., 7750 9<sup>th</sup> St. S.W., Vero Beach, FL 32968**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply for Fireman Uniforms, Quote 3223** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to Line Items 11 - 27 of Contractor's Proposal**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.**

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City'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.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Accepted Proposal/Response
  3. Contract Agreement
  4. Specifications
  5. Special Provisions
  6. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City 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 City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

*Jan E. P.*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by Resolution No.

A-86232

dated

2/10/11

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

*Jeffrey M. Seaman*

(SEAL)

Lawren's & Shooters' Supply, Inc.

Name of Corporation

7750 9th St SW Vero Beach, FL 32968

(Address)

By:

*Bill Ward*

Duly Authorized Official

Bid Manager

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information |                                    | Contact Information |                          | Ship to Information |                   |
|-----------------|------------------------------------|---------------------|--------------------------|---------------------|-------------------|
| Bid Creator     | Shelly Hinze, Buyer                | Address             | Purchasing\City & County | Address             | Fire Station #01  |
| Email           | rhinze@lincoln.ne.gov              |                     | 440 S. 8th St.           |                     | 1801 Q Street     |
| Phone           | 1 (402) 441-8313                   |                     | Lincoln, NE 68508        | Contact             | Lincoln, NE 68508 |
| Fax             | 1 (402) 441-6513                   | Contact             | Shelly Hinze, Buyer      |                     |                   |
| Bid Number      | 3223                               | Department          |                          | Department          |                   |
| Title           | Annual Supply for Fireman Uniforms | Building            |                          | Building            |                   |
| Bid Type        | Quote                              | Floor/Room          |                          | Floor/Room          |                   |
| Issue Date      | 11/17/2010                         | Telephone           | (402) 441-8313           | Telephone           |                   |
| Close Date      | 11/29/2010 11:00:00 AM CST         | Fax                 | (402) 441-6513           | Fax                 |                   |
| Need by Date    |                                    | Email               | rhinze@lincoln.ne.gov    | Email               |                   |

## Supplier Information

Company Lawmen's & Shooters' Supply Inc.  
Address 7750 9th St. S.W.

Vero Beach, FL 32968

Contact

Department

Building

Floor/Room

Telephone 1 (772) 569-8700 218

Fax 1 (772) 569-2955

Email

Submitted 11/29/2010 9:19:23 AM CST

Total \$4,400.44

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

| # | Name                    | Note   | Response |
|---|-------------------------|--|----------|
| 1 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes      |

|    |                         |  |                  |
|----|-------------------------|--|------------------|
| 2  | Quantity                | I acknowledge that the quantities listed for each line item are an estimated amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.<BR> Sizes are not determined at this time.  | Y                |
| 3  | Renewal is an Option    | Contract Extension Renewal is an option.   | Yes              |
| 4  | Term Clause of Contract | I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract.<BR><br>(a) Bid prices firm for the full contract period. YES or NO <BR><br>(b) Bid prices subject to escalation/de-escalation YES or NO <br><br>(c) If (b), state period for which prices will remain firm: through _____ | Yes              |
| 5  | Equivalent              | I acknowledge if bidding an equivalent to the brands listed that I have mailed samples of the equivalent items to:<BR>City of Lincoln, Purchasing, 440 South 8th Street, Ste. 200, Lincoln, NE 68508.  | Y                |
| 6  | Sewing Badges           | List cost to sew 1 and/or 2 or more badges and 1 and/or 2 or more insignia onto clothing item.   | N/A              |
| 7  | Sewing Patch            | List cost to sew patch onto Lincoln Fire uniform on left shoulder.   | N/A              |
| 8  | Sewing Insignia         | List cost to sew 1 and/or 2 or more insignia onto clothing item.   | N/A              |
| 9  | Hemming Trousers        | List cost for hemming trousers.  | N/A              |
| 10 | Fittings                | If awarded this bid I acknowledge I will send a representative to the Lincoln Fire Administration for custom fittings on an as needed basis within two weeks of request.   | Y                |
| 11 | Fitting Charge          | List your cost for a representative to come to Lincoln Fire & Rescue for a custom fitting.   | N/A              |
| 12 | Badges and Pin Backs    | I acknowledge viewing and understanding the Badges and Pin Backs   | Y                |
| 13 | Delivery                | State number of delivery days ARO.<br>FOB to the City/County at the location specified with all transportation charges paid.   | 30               |
| 14 | Contact                 | Name of person submitting this bid:  | Gail Walker-Keen |
| 15 | Electronic Signature    | Please check here for your electronic signature.   | Yes              |

**Line Items**

| # | Qty | UOM  | Description  | Response |
|---|-----|------|--|----------|
| 1 | 20  | Each | Elbeco Paragon Plus Poly/Cotton Men's S/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - XL | No Bid   |

Manufacturer: Elbeco      Manufacturer #: P867

Item Notes:      Unit price MUST be per individual single item for size S - XL. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name                     | Note | Response |
|---|--------------------------|------|----------|
| 1 | Unit Price for 2XL - 4XL |      |          |
| 2 | Unit Price for 5XL -6XLT |      |          |

|   |    |      |  |        |
|---|----|------|--|--------|
| 2 | 20 | Each | Elbeco Paragon Plus Poly/Cotton Men's L/S Shirt, White, MUST INCLUDE METAL EYELETS IN COLLAR AND LFR PATCH ON LEFT SLEEVE. Size S - XL | No Bid |
|---|----|------|--|--------|

Manufacturer: Elbeco      Manufacturer #: P877

Item Notes:      Unit price MUST be per individual single item for size S - XL. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name                     | Note | Response |
|---|--------------------------|------|----------|
| 1 | Unit Price for 2XL - 4XL |      |          |
| 2 | Unit Price for 5XL -6XLT |      |          |

|   |   |      |  |        |
|---|---|------|--|--------|
| 3 | 2 | Each | Keystone White Bell Crown with Black Velvet Band (Chief's), gold FD buttons and gold wire lace cap strap | No Bid |
|---|---|------|--|--------|

Manufacturer: Keystone      Manufacturer #: R-8B (244)

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

4 20 Each Flying Cross by Fechheimer Men's Double Breasted Dress Coat, Black, 11.5 - 12 oz. 55/45 Dacron poly/wool, gabardine, fully lined with 6-silver FD button front and peak lapel, two lower welt pockets plus an upper breast pocket welt (no pocket), three inside cloth reinforced pockets, light quilting in upper chest lining.<BR> Coat must include Lincoln Fire Rescue Patch on left sleeve and metal badge tab sewn on left breast pocket welt. For sizes 36" - 50" Long. No Bid

Manufacturer: Fechheimer Flying Cross Manufacturer #: 17B8696C

Item Notes: Unit price MUST be per individual single item. For sizes 36" - 50" Long.<BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

5 20 Each Flying Cross by Fechheimer Men's Matching Dress Trousers, 11.5 - 12 oz. 55/45 dacron poly/wool, gabardine freedom fit waistband, side pockets and two hip pockets, 1.5 wide waistband and belt loops for sizes 28" - 42" No Bid

Manufacturer: Fechheimer Flying Cross Manufacturer #: 28P8696

Item Notes: Unit price MUST be per individual single item for sizes 28" - 42". <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name                   | Note | Response |
|---|------------------------|------|----------|
| 1 | Unit Price for 44 - 50 |      |          |

6 20 Each Edward's Men's Classic Broadcloth L/S Dress Shirt, White 3.5 oz 65/35 stay collar, no back box pleat, left chest pocket, matching buttons, easy care wrinkle resistant finish. Price is for M - XL. No Bid

Manufacturer: Edward Manufacturer #: 1363-000

Item Notes: Unit price MUST be per individual single item for M - XL. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name                     | Note | Response |
|---|--------------------------|------|----------|
| 1 | Unit Price for 2XL - 4XL |      |          |
| 2 | Unit Price for 5XL -6XLT |      |          |

7 20 Each 4 In Hand Self Tie, Black, 100% Polyester, Serge. Price for 14.5 - 18. No Bid

Manufacturer: Samuel Broome Manufacturer #: 90072-00

Item Notes: Unit price MUST be per individual single item. Price for 14.5 - 18. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------|------|----------|
|---|------|------|----------|

|   |                   |  |  |
|---|-------------------|--|--|
| 1 | Unit Price for 20 |  |  |
|---|-------------------|--|--|

|   |                   |  |  |
|---|-------------------|--|--|
| 2 | Unit Price for 22 |  |  |
|---|-------------------|--|--|

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|   |    |      |  |        |
|---|----|------|--|--------|
| 8 | 20 | Each | Keystone Cap Company Bell Crown Dress Cap, Black, w/ Silver FD Buttons | No Bid |
|---|----|------|--|--------|

Manufacturer: Keystone      Manufacturer #: R-8 (149)

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|   |    |      |                           |        |
|---|----|------|---------------------------|--------|
| 9 | 20 | Pair | White Stretch Dress Glove | No Bid |
|---|----|------|---------------------------|--------|

Manufacturer: Ross Manufacturing      Manufacturer #: NYP-M404-U

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |    |      |  |        |
|----|----|------|--|--------|
| 10 | 20 | Each | Black Badge Band, 1 Inch Width black elastic sewn together | No Bid |
|----|----|------|--|--------|

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |    |      |  |         |
|----|----|------|--|---------|
| 11 | 10 | Each | Shirt Badges FF (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 LINCOLN, Line 3 Custom Number to be specified on order, Line 4 FIRE RESCUE and Line 5 NEBR | \$36.48 |
|----|----|------|--|---------|

Manufacturer: Blackington      Manufacturer #: B523

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |     |      |   |         |
|----|-----|------|---|---------|
| 12 | 100 | Each | Hat Badges FF (Rhodium-Screw Back Post-Black Block Lettering) - Line 1 LINCOLN, Line 2 Seal A2939 Plain Rhodium, and Line 3 FIRE RESCUE | \$21.46 |
|----|-----|------|---|---------|

Manufacturer: Blackington      Manufacturer #: B484

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

|   |    |      |   |         |
|---|----|------|---|---------|
| 13  | 12 | Each | Shirt Badges Captain/Mechanic (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 CAPTAIN or MECHANIC, Line 2 LINCOLN, Line 3 Seal A2875 Plain Rhodium, Line 4 FIRE RESCUE and Line 5 NEBR     | \$34.00 |
| Manufacturer: Blackington      Manufacturer #: B537   |    |      |   |         |
| Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |   |         |
| Supplier Notes:   |    |      |   |         |
| 14  | 12 | Each | Hat Badges Captain (Plain-Rhodium-Screw Back Post)  | \$12.30 |
| Manufacturer: Blackington      Manufacturer #: A175   |    |      |   |         |
| Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |   |         |
| Supplier Notes:   |    |      |   |         |
| 15  | 12 | Each | Collar Badges Captain (Plain-Rhodium-Screw Back Post-Ordered as a Pair)   | \$7.08  |
| Manufacturer: Blackington      Manufacturer #: A2875  |    |      |   |         |
| Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |   |         |
| Supplier Notes:   |    |      |   |         |
| 16  | 2  | Each | Honor Guard Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 EST 1993, Line 2 HONOR GUARD, Line 3 Seal A6993 Red enamel, Line 4 LINCOLN FIRE RESCUE and Line 5 NEBR             | \$34.00 |
| Manufacturer: Blackington      Manufacturer #: B537   |    |      |   |         |
| Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |   |         |
| Supplier Notes:   |    |      |   |         |
| 17  | 5  | Each | Chaplain Shirt Badge (Rhodium-Safety Pin Back-Black Block Lettering) - Line 1 MEMBER, Line 2 CHAPLAIN, Line 3 Seal A2437 full color, blue cross, white background, Line 4 LFR & LPD and Line 5 NEBR | \$36.48 |
| Manufacturer: Blackington      Manufacturer #: B523   |    |      |   |         |
| Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |   |         |
| Supplier Notes:   |    |      |   |         |

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|    |   |      |  |         |
|----|---|------|--|---------|
| 18 | 2 | Each | Battalion Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1<br>BATTALION CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 Plain gold, Line 4 FIRE<br>RESCUE and Line 5 NEBR | \$54.63 |
|----|---|------|--|---------|

Manufacturer: Blackington      Manufacturer #: B736

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |   |      |  |         |
|----|---|------|--|---------|
| 19 | 6 | Each | Battalion Chief & Assistant Chief Hat Badge (Gold Plate-Plain-Screw Back Post) | \$13.13 |
|----|---|------|--|---------|

Manufacturer: Blackington      Manufacturer #: A1962

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |   |      |  |         |
|----|---|------|--|---------|
| 20 | 2 | Each | Assistant Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering) - Line 1<br>ASSISTANT CHIEF, Line 2 LINCOLN, Line 3 Seal A4280 plain gold, Line 4 FIRE RESCUE<br>and Line 5 NEBR | \$54.63 |
|----|---|------|--|---------|

Manufacturer: Blackington      Manufacturer #: B736

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |   |      |   |        |
|----|---|------|---|--------|
| 21 | 6 | Each | Battalion Chief/Assistant Chief Collar Badge (Gold Plate-Plain-Screw Back Post) | \$7.08 |
|----|---|------|---|--------|

Manufacturer: Blackington      Manufacturer #: A4280

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

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|    |   |      |  |         |
|----|---|------|--|---------|
| 22 | 2 | Each | Assistant Chief Coat Collar Insignia (1/2 Letter, Style 5-Gold plated, Custom 9 lettering) -<br>Line 1 ASST Line 2 CHIEF | \$30.59 |
|----|---|------|--|---------|

Manufacturer: Blackington

Item Notes:      Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period.

Supplier Notes:

|   |    |      |  |            |
|---|----|------|--|------------|
| 23  | 20 | Each | Chief Collar Badge (Gold Plate-Plain-Screw Back Post)  | \$7.08     |
| Manufacturer: Blackington    Manufacturer #: A2871  |    |      |  |            |
| Item Notes:    Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |  |            |
| Supplier Notes:   |    |      |  |            |
| 24  | 2  | Each | Chief Shirt Badge (Gold Plated-Safety Pin Back-Black Block Lettering - Line 1 CHIEF, Line 2 LINCOLN, Line 3 Seal A2871 plain gold, Line 4 FIRE RESCUE and Line 5 NEBR                  | \$54.63    |
| Manufacturer: Blackington    Manufacturer #: B736   |    |      |  |            |
| Item Notes:    Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |  |            |
| Supplier Notes:   |    |      |  |            |
| 25  | 2  | Each | Chief Hat Badge (Gold Plate-Plain-Screw Back Post)   | \$13.13    |
| Manufacturer: Blackington    Manufacturer #: A2857  |    |      |  |            |
| Item Notes:    Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |  |            |
| Supplier Notes:   |    |      |  |            |
| 26  | 20 | Each | Two Line Professional Nameplate (Name 1st line, Title 2nd line) Silver w/Polished Finished/gold w/Polished Finish, Black Lettering 1/2 H Engraving in upper and lower case. Clutchback | \$8.95     |
| Manufacturer: Blackington    Manufacturer #: A4180  |    |      |  |            |
| Item Notes:    Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |  |            |
| Supplier Notes:   |    |      |  |            |
| 27  | 20 | Each | Serving Since Attachment Gold and Silver, fits clutchback name Tags with black lettering   | \$7.08     |
| Manufacturer #: J6  |    |      |  |            |
| Item Notes:    Unit price MUST be per individual single item. <BR> Qty listed is the estimated qty. purchased during a contract period. |    |      |  |            |
| Supplier Notes:   |    |      |  |            |
| Response Total:   |    |      |  | \$4,400.44 |

# 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 bid.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **three** (3) additional one (1) year renewals. Bidder must indicate on the bid 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 bid 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

## 6. TERMINATION OF CONTRACT

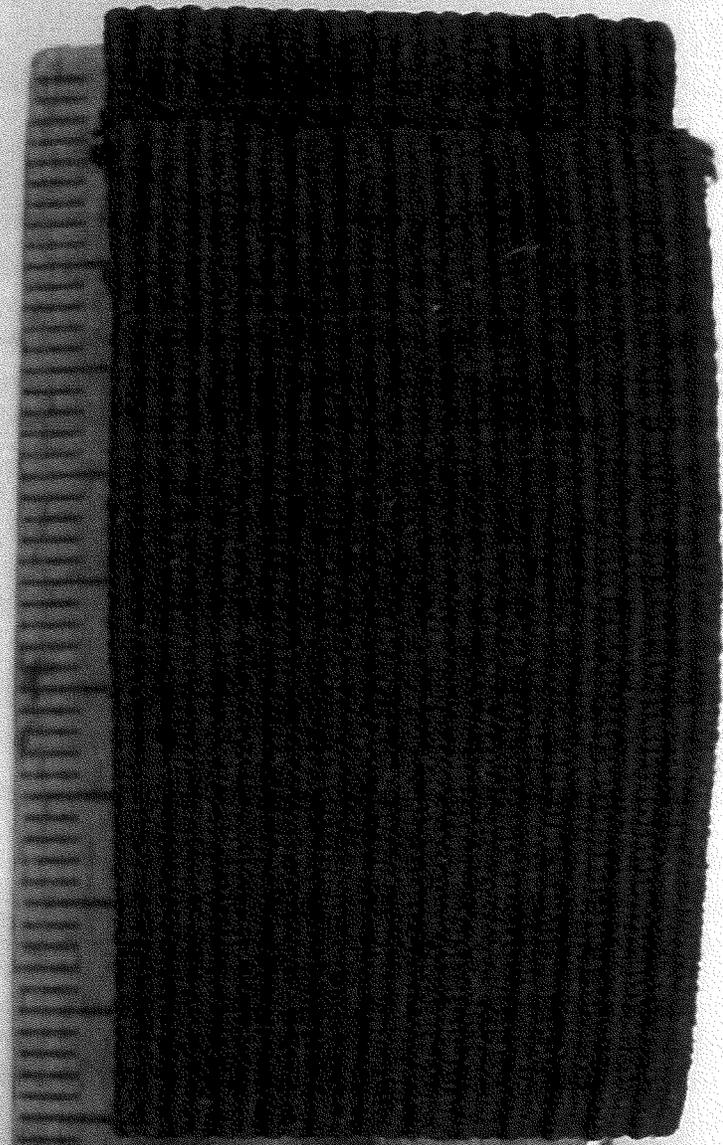
- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.



# Assistant Chief Badge



Color: Gold  
Lettering: Gold  
Reads: ASST CHIEF

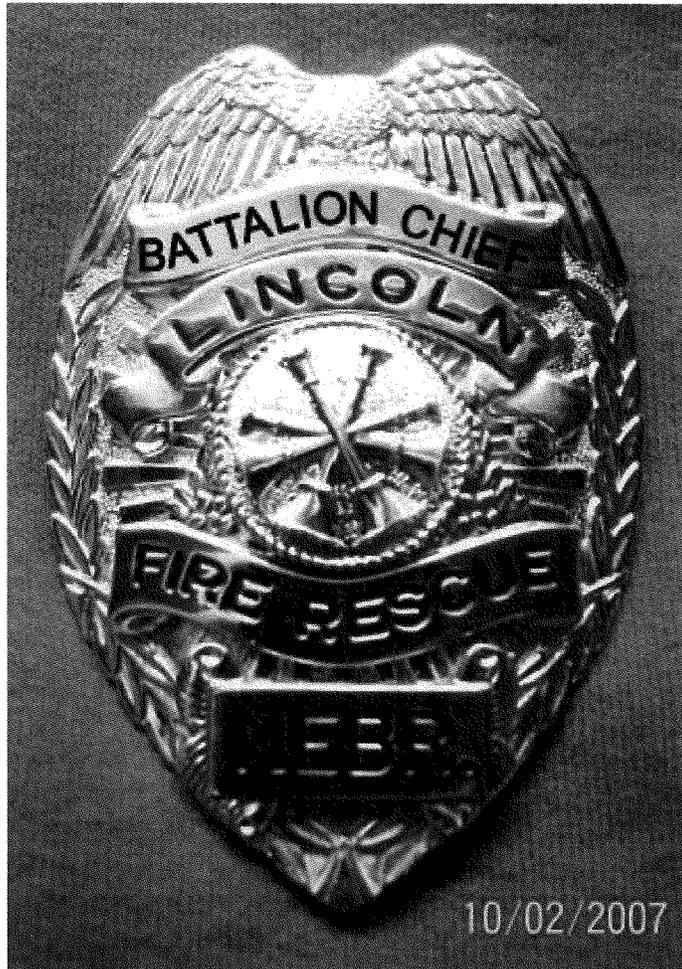


# Assistant Chief Badge



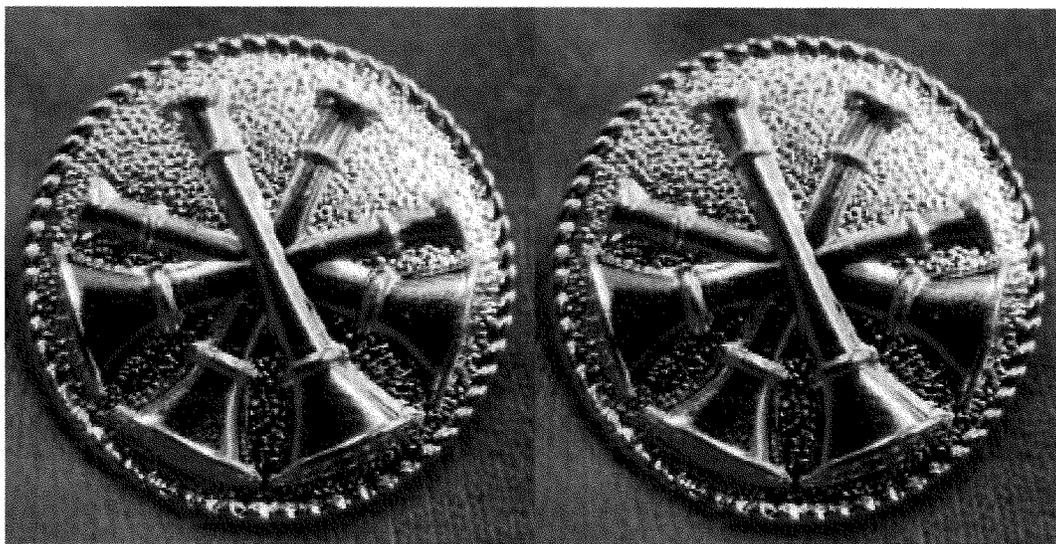
Color: Gold  
Lettering: Black  
Reads: ASSISTANT CHIEF  
LINCOLN  
FIRE RESCUE  
NEBR.  
Horns: 4 Crossed  
Similar to B736  
A4280 Seal Inserted

# Battalion Chief Badge



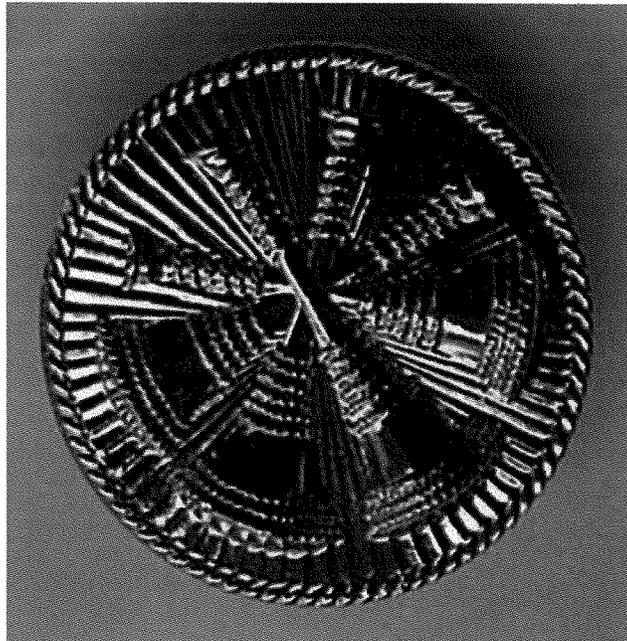
Color: Gold  
Lettering: Black  
Reads: BATTALION CHIEF  
LINCOLN  
FIRE RESCUE  
NEBR.  
Horns: 4 Crossed  
Similar to B736  
A4280 Seal Inserted

# Deputy Chief Collar Badge



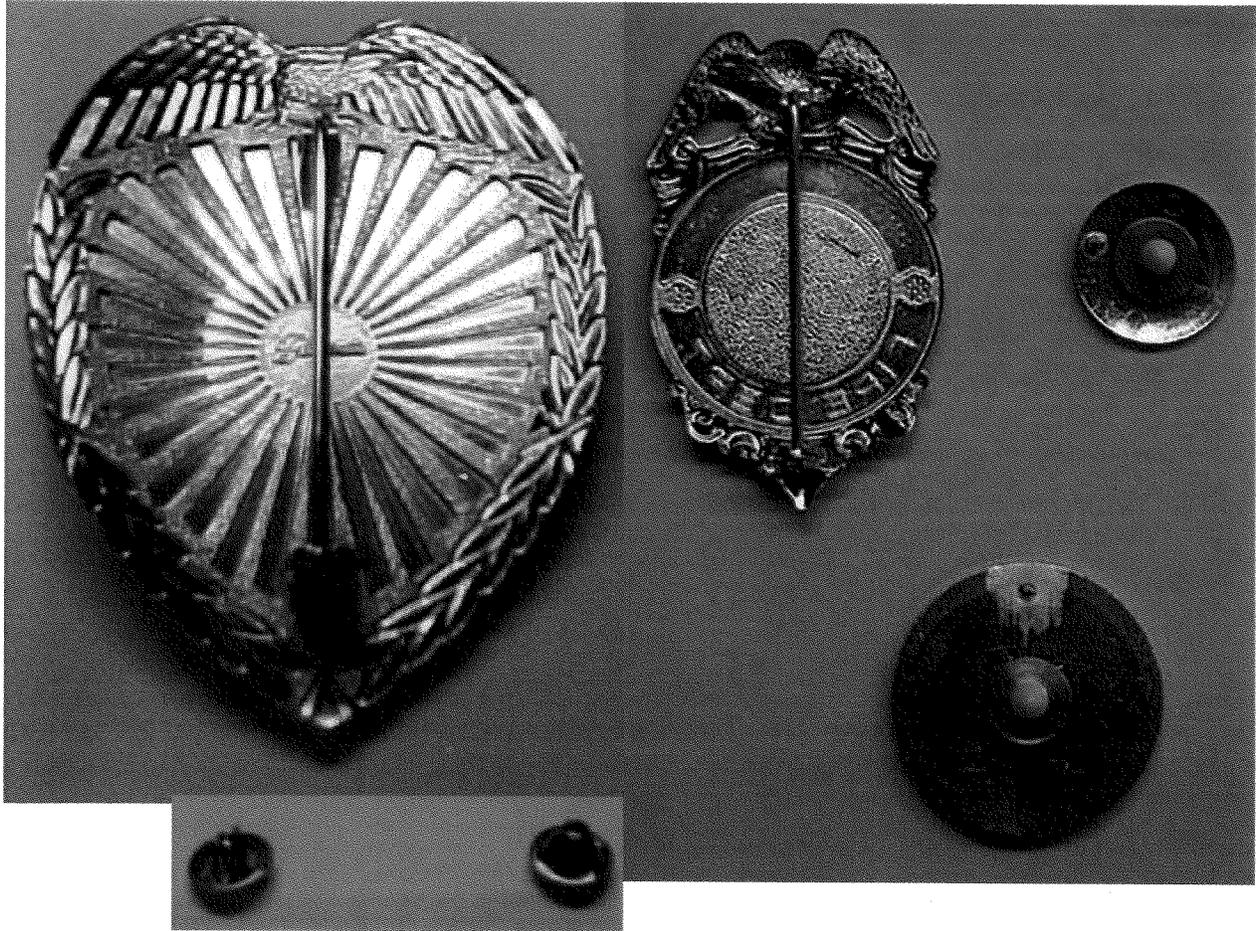
Color: Gold  
Horns: 4 Crossed  
Similar to A2873

# Deputy Chief Hat Badge



Color: Gold  
Horns: 4 Crossed  
Similar to A1962

# Pin Backs



The backs of all pins.