

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

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-065**

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

**REQUIREMENTS
FOR
MISCELLANEOUS TRACTOR MOUNTED EQUIPMENT**

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 14, 2007**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

**BID PROPOSAL
MISCELLANEOUS TRACTOR MOUNTED EQUIPMENT**

**SPECIFICATION NO. 07-065
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, February 14, 2007**

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

MISCELLANEOUS TRACTOR MOUNTED EQUIPMENT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	PTO Digger as per specifications. Manufacturer _____ Model _____	1 ea	\$ _____	\$ _____
2.	SOIL PULVERIZER as per specifications. Manufacturer _____ Model _____	1 ea	\$ _____	\$ _____
2.1	Option Second Roller Assembly	1 ea	\$ _____	
3.	H.D. 88-inch Flail Mower as per specifications Manufacturer _____ Model _____	1 ea	\$ _____	\$ _____

NO BID BOND REQUIRED

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-065**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** A Letter of Intent will be listed on the website when a recommendation is received from the Department.

EQUIPMENT SPECIFICATIONS TRACTOR MOUNTED PTO DIGGER

1. APPLICATION

1.1 The PTO digger will be utilized by The City of Lincoln in digging various size post holes and be powered by a 64 hp tractor with a category II, 3-point hitch and remote hydraulics.

2. MODEL

2.1 The equipment furnished under these specification shall be new, and of the latest improved model in current production as offered to the commercial trade.

2.2 All advertised standard equipment will be provided whether or not specifically addressed.

2.3 Bidders are cautioned to read the specifications carefully; the specifications may include special requirements not commonly offered by the manufacturer.

2.4 Example model:

2.4.1 Danuser Model F-8

2.5 Example model is intended to show the type and class of equipment desired.

2.6 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.

2.7 **Diggers offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.**

2.7.1 **The right to evaluate specification compliance and equivalency is reserved by the City.**

**Meets Specs
Yes No**

3. BASIC DESIGN

3.1 540 PTO tractor powered.

3.2 3-Point hitch mount.

3.3 Capable of installation on Category II, 3-point hitch.

3.4 Commercial grade.

4. FRAME

4.1 Boom to be constructed of 3.5 inch heavy wall steel tube with reinforcing rib.

4.2 Yoke to be constructed of 3.0 inch heavy wall steel tube.

5. DRIVE

5.1 Fully guarded 540 PTO shaft.

5.2 Oil bath design cast steel gear housing with precision cut spiral bevel gear set and heavy-duty tapered roller bearings.

5.3 2- 9/16 inch round spindle for auger attachment.

5.4 Shear bolt protection.

5.5 Retaining bolt that keeps the auger on the spindle if protection bolt is sheared.

5.6 Auger adapter shields will be provided for all auger sizes specified.

6. MOUNTING

6.1 Capable of installation on either Category I or II 3-point hitch with required hardware kits provided.

7. DOWN-FORCE SYSTEM

7.1 Hydraulically powered down-force system will be provided and installed.

7.2 System will be powered through the tractor remote hydraulics and provide a minimum of 450 lbs. of additional down force to the auger.

7.3 All components of the down-force system will be provided with the exception of the mating coupler to fit tractor remote and required return line from valve to tractor.

Meets Specs

Yes No

- 8. **AUGER(S)**
 - 8.1 All augers provided will be double flight design with 2-9/16 inch round auger adapter.
 - 8.2 Bolt-on replaceable serrated cutting edges.
 - 8.3 Threaded design, aggressive duty replaceable auger point.
 - 8.4 9, 12, 18 and 24 inch augers designed for 40" hole depth.

- 9. **MISCELLANEOUS**
 - 9.1 14 inch auger extension with pins and guard.

- 10. **MANUALS**
 - 10.1 One (1) complete service and overhaul manual.
 - 10.2 One (1) complete parts manual.
 - 10.3 Two (2) operators manual per machine provided.

- 11. **WARRANTY**
 - 11.1 Manufacturers standard warranty will apply, and be in effect for a period of not less than one year from the date of acceptance.
 - 11.2 Please state terms and conditions of warranty with bid proposal.

- 12. **DELIVERY**
 - 12.1 Delivery shall be F.O.B. Fleet Services Garage, 901 North 6th. Lincoln, NE, completely assembled and ready for operation to include all manuals and miscellaneous equipment identified.

EQUIPMENT SPECIFICATIONS TRACTOR MOUNTED SOIL PULVERIZER

1. APPLICATION

1.1 The soil pulverizer will be utilized by The City of Lincoln in preparation of seed beds and other miscellaneous landscaping projects and be powered by a 65 hp tractor with a Category I, 3-point hitch and remote hydraulics.

2. MODEL

- 2.1 The equipment furnished under these specification shall be new, and of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 Bidders are cautioned to read the specifications carefully; the specifications may include special requirements not commonly offered by the manufacturer.
- 2.4 Example model:
 - 2.4.1 Woods "GILL" Model SU184
- 2.5 Example model is intended to show the type and class of equipment desired.
- 2.6 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.7 **Pulverizers offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.**
 - 2.7.1 **The right to evaluate specification compliance and equivalency is reserved by the City.**

Meets Specs
Yes No

3. BASIC DESIGN

- 3.1 3-point mount.
- 3.2 Category I, 3-point hitch compatible.
- 3.3 Commercial grade.

4. FRAME

- 4.1 12" wide flange H beam (53 lbs/ft.).

5. FEATURES

- 5.1 16 each 5/8" x 8" alloy steel front scarifire teeth.
- 5.2 15 each 5/8" x 8" alloy steel rear scarifire teeth.
- 5.3 6-5/8" OD roller with 3/8" x 1-1/8" high carbon steel pins welded into roller.
- 5.4 Roller to ride on 1" greaseable, self-aligning bearings.
- 5.5 Roller pressure to be controlled through two (2) adjustable 150 lb. compression spring.

6. WEIGHT AND DIMENSIONS

- 9.1 84" production width.
- 9.2 90" overall width.
- 9.3 36" height to top of A-frame.
- 9.4 30.5" depth front to back.
- 9.5 784 lb. operating weight.

7. MANUALS

- 7.1 One (1) complete service and overhaul manual.
- 7.2 One (1) complete parts manual.
- 7.3 Two (2) operators manual per machine provided.

Meets Specs

Yes No

- ____ 8. **WARRANTY**
 - ____ 8.1 Manufacturers standard warranty will apply, and be in effect for a period of not less than one year from the date of acceptance.
 - ____ 8.2 Please state terms and conditions of warranty with bid proposal.

- ____ 9. **DELIVERY**
 - ____ 9.1 Delivery shall be F.O.B. Fleet Services Garage, 901 North 6th. Lincoln, NE, completely assembled and ready for operation to include all manuals and miscellaneous equipment identified.

- ____ 10. **OPTIONS**
 - ____ 10.1 Second roller completely installed as follows:
 - ____ 10.1.1 Roller diameter 6-5/8" with 3/8" x 1-1/8" roller spikes.
 - ____ 10.1.2 Roller to ride on 1" greasable, self-aligning bearings.
 - ____ 10.1.3 Roller pressure controlled through two (2) adjustable 75 lb. compression springs.
 - ____ 10.1.4 Roller weight approximately 235 lbs.

EQUIPMENT SPECIFICATIONS

TRACTOR MOUNTED HEAVY-DUTY 88-INCH FLAIL MOWER

1. APPLICATION

- 1.1 The 88-inch mower will be utilized by Public Works Street & Traffic Operations for mowing of roadsides and lots.
- 1.2 Power unit will be a 65 H.P. industrial tractor with 540 RPM PTO and category II, 3-point hitch.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new, and of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 Bidders are cautioned to read the specifications carefully; the specifications may include special requirements not commonly offered by the manufacturer.
- 2.4 Example model:
 - 2.4.1 Alamo Model SHD 88
- 2.5 Example model is intended to show the type and class of equipment desired.
- 2.6 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.7 **Mowers offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.**
 - 2.7.1 **The right to evaluate specification compliance and equivalency is reserved by the City.**

Meets Specs.
Yes No

3. BASIC DESIGN

- | | | |
|-------|-----|--|
| _ _ | 3.1 | Flail mower design. |
| _ _ | 3.2 | 88 inch cutting width. |
| _ _ | 3.3 | Category II, 3-point hitch compatible. |
| _ _ | 3.4 | Center-mount, forward rotation. |
| _ _ | 3.5 | PTO driven. (540 RPM) |

4. FRAME CONSTRUCTION

- | | | |
|-------|-----|---|
| _ _ | 4.1 | Unitized housing and main frame. |
| _ _ | 4.2 | Top of cutter housing to be 10 gauge steel with 5/16" steel end plates. |
| _ _ | 4.3 | Full span tubular torque sections front and rear. |
| _ _ | 4.4 | Left and right side replaceable skid shoes. |

5. CUTTER SHAFT

- | | | |
|-------|-----|---|
| _ _ | 5.1 | 4.5 inch, 3/8" wall steel tube construction with 4-rows of knives. |
| _ _ | 5.2 | Dynamically balanced. |
| _ _ | 5.3 | Two (2) 1-15/16" sealed, greaseable self-aligning flange type bearings. |
| _ _ | 5.4 | Bearings to be attached with grade 5, 3/8" bolts. |
| _ _ | 5.5 | Bearings to be rated at not less than 3,300 lbs. |
| _ _ | 5.6 | Blade tip speed 8,900 FPM. |

6. CUTTER KNIVES

- | | | |
|-------|-----|---|
| _ _ | 6.1 | Heavy-duty tempered steel, 3 ounce coarse cut knives. |
| _ _ | 6.2 | Individually mounted in pairs back to back, with four (4) cutting edges in a group. |
| _ _ | 6.3 | Knives to be mounted on forged heat-treated clevis rings with hardened pin. |

Meets Specs.

Yes No

- | | | |
|-------|------------------------------------|---|
| 6. | <u>CUTTER KNIVES</u> (cont) | |
| — — | 6.4 | Cutter shaft to accommodate a <u>minimum</u> of forty-four (44) pairs of cutter knives. |
| — — | 6.5 | Knife retainer will allow for individual knife replacement without affecting other knife sets. |
| — — | 6.6 | Knives to be break-away design to prevent damage to knives or cutter shaft. |
| 7. | <u>REAR ROLLER</u> | |
| — — | 7.1 | Cutting height adjustable through rear roller, from 1 to 6 inches in ½" increments. |
| — — | 7.2 | Roller shall be full span tubular steel with contour ends. |
| — — | 7.3 | 6 inch roller diameter rated at 6,000 lbs. |
| — — | 7.4 | Roller bearings to be hex shaped, 1-1/3" across corners. |
| — — | 7.5 | Self-aligning design with cast steel outboard caps and inboard neoprene seals. |
| 8. | <u>DRIVE</u> | |
| — — | 8.1 | PTO shaft to be 540 Category 4, with spring loaded slip clutch. |
| — — | 8.2 | Gear box to be rated at a minimum 60 HP continuous and 90 HP intermittent |
| — — | 8.3 | Drive-shaft to the outboard drive be totally enclosed. |
| — — | 8.4 | Cutter shaft drive through a single "C" section reverse bend V-belt. |
| — — | 8.5 | Automatic spring loaded belt tension idler. |
| — — | 8.6 | All drive components shall be fully shielded for operator's protection. |
| 9. | <u>DEFLECTORS</u> | |
| — — | 9.1 | Front and rear rubber debris deflectors. |
| 10. | <u>TAIL WHEELS</u> | |
| — — | 10.1 | Two (2) full 360° castering wheels mounted on rear of cutting unit. |
| — — | 10.2 | Solid rubber laminated construction 4:00 x 8. |
| — — | 10.3 | Caster spindles to be supported by greaseable tapered roller bearings. |
| — — | 10.4 | Height adjustable to correspond with cutting height. |
| 11. | <u>FLEXIBLE LIFT CHAINS</u> | |
| — — | 11.1 | Flexible lift chains to replace tractor vertical link shall be supplied. |
| 12. | <u>OPERATIONAL WEIGHT</u> | |
| — — | 12.1 | Approximate operating weight of 1000 pounds.
NOTE: Please state operating weight as per specification:
_____ lbs. |
| 13. | <u>PAINT</u> | |
| — — | 13.1 | Manufacturer's standard color. |
| 14. | <u>MANUALS</u> | |
| — — | 14.1 | One (1) parts manual. |
| — — | 14.2 | One (1) service manual. |
| — — | 14.3 | One (1) operator's manual for each unit bid. |

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

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

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.