

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Supply
Turf Fertilizer and Chemicals
Bid No. 17-319**

**Helena Chemical Company
225 Schilling Blvd, Suite 300
Collierville, TN 38017
(901) 761-0050**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Helena Chemical Company, 225 Schilling Blvd, Suite 300, Collierville, TN 38017**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

Turf Fertilizer and Chemicals, Bid No. 17-319

and,

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

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to Line Items 8 & 9, 21, 24, 31 - 33, 37, 40 & 41 and 44 - 46 of Contractor's Proposal

2. The Owners agree 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 Owners:

The Owners 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 Owners shall order on an as- needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$1,375.30 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$54,616.50 during the contract term without approval.

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 Owners 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 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.
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 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 Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City and the County pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City and the County shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Period of Performance. This Contract shall be effective March 6, 2018 through March 7, 2019. The term of the Contract shall be a one (1) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendums 1 and 2
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Proprietary Information for Bids/Quotes/RFP's
 8. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
 9. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Annual Supply
Turf Fertilizer and Chemicals
Bid No. 17-319
City of Lincoln and Lancaster County
Helena Chemical Company

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary Seal

Helena Chemical Co
Name of Corporation
10301 So 152nd St Ste 1
Address OMAHA, NE 68138
By: Jack Frans
Duly Authorized Official
Sales Rep
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 Signature Page

**CONTRACT
Annual Supply
Turf Fertilizer and Chemicals
Bid No. 17-319
City of Lincoln and Lancaster County
Helena Chemical Company**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Supply
Turf Fertilizer and Chemicals
Bid No. 17-319
City of Lincoln and Lancaster County
Helena Chemical Company**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
Bid Number	17-319 Addendum 2	Department		Department
Title	Annual Supply Turf Fertilizer and Chemicals	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	12/5/2017 01:43 PM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	12/20/2017 12:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company Helena Chemical Company
 Address 225 Schilling Blvd, Suite 300
 Collierville, TN 38017
 Contact Jack Frans
 Department
 Building
 Floor/Room
 Telephone (901) 761-0050
 Fax
 Email fransj@helenachemical.com
 Submitted 12/19/2017 10:00:14 AM (CT)
 Total \$150,355.83

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jack Frans Email fransj@helenachemical.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Alternate Products	I acknowledge if bidding an alternate product I have attached information on the alternate product in the suppliers response section.	Yes
6	Quantities	I acknowledge that the quantity listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
7	Bid award	<p>a) I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. Do you agree and understand? Yes/No _____</p> <p>b) Is your pricing based on an all-or-nothing basis, please indicate if so. _____</p>	Yes
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes

9	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Jack Frans, fransj@helenachemical.com, 402-660-4150
10	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Mon-Fri no delivery fee
11	Contact	Name of person submitting this bid:	Jack Frans
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
14	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	95	Gallons	Quali Pro 3-D Herbicide Active Ingredients: 2, 4-D - 30.56%, Dicamba - 2.77%, Mecoprop-p - 8.17%	\$21.00

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product.	2.5 gall, Quali-Pro

2	13	Gallons	Quali Pro T Nex 1 AQ Growth Regulator Active Ingredient; Trinexapac-ethyl - 11.3%	\$125.00
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Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product.	Gallon, Quali Pro

3	12	Gallons	QualiPro Pac-Low (Turf Enhancer) Growth Regulator Active Ingredient; Paclobutrozol - 22.3%	\$145.00
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Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	! gall, Tide

Alt 1	12	Gallons	Alt Spec: Tide Paclo	145.00
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Alt Manufacturer: Zhejiang Tide CropScience Co., Ltd Alt Manufacturer #: : ZTC-PGR806974

Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	Gallon, Crop Science

4	55	Gallons	Quali Pro Ethephon 2 SL Growth Regulator Active Ingredient; Ethephon - 21.7%	\$26.50
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Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gall Quali Pro

5 96 Ounces QuickSilver Herbicide Active Ingredient; Carfentrazone-ethyl - 21.3% \$15.50

Item Notes: Unit price is per ounce. Preferred size is 8 oz. bottle

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	8 oz FMC

6 1,560 Ounces Dimension Ultra 40WP NO SUBSTITUTES WILL BE ACCEPTED Active Ingredient; Dithiopyr - 40% \$2.85

Item Notes: Unit price is per ounce. Preferred size is 8 x 5 ounces

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	8 x 5 oz Dow

7 120 Pounds QualiPro Prodiamine 65 WDG Herbicide Active Ingredient; Prodiamine - 65% \$8.35

Item Notes: Unit price is per pound. Preferred size is 5lb

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	5 lb QualiPro

8 130 Gallons Speedzone Herbicide Active Ingredients; 2, 4-D - 28.57%, Dicamba - 1.71%, Mecoprop-p acid - 5.88%, Carfentrazone-ethyl - .62% \$58.75

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand	2.5 gall, PBI Gordon

9 120 Gallons Ranger Pro Herbicide Active Ingredients; Glyphosate - 41% Other, including surfactant 59% \$10.00

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gall, Monsanto (Ranger Pro)

10 85 Pounds Alligare Mojave 70 EG Herbicide Active Ingredients: Diuron - 62.22%, Imazapry - 7.78% \$7.90

Item Notes: Unit price is per pound. Preferred size is 5 lb. Bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	5lb Bag, Alligare

11 15 Gallon Cutless MEC Growth Regulator NO SUBSTITUTES Active Ingredient: Fluprimidol, 16% \$372.00

Item Notes: Unit price is per gallon.
Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package sizes and brand of product	2.5 gall SePro

12 192 Ounces Defendor Herbicide by Dow Active Ingredient: Florasulam, 4.8% \$5.75

Item Notes: Unit price is per ounce. Preferred size is 32 oz.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package sizes and brand of product	321 oz, DOW

13 15 Gallons Secure Fungicide Active Ingredient; Fluazinam - 40% \$588.00

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gall, Syngenta

14 836 Ounces Velista Fungicide Active Ingredient: Penthiopyrad, 50% \$9.30

Item Notes: Unit price is per ounce. Preferred size is 22 oz.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product you are bidding.	22 oz, Syngenta

15 40 Gallon Daconil Weatherstik Fungicide NO SUBSTITUTES
Active ingredient: Chlorothalonil, 54% \$61.00

Item Notes: Unit price is per gallon.
Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	2.5 gall, Syngenta

16 10 Gallons Quali-Pro Propiconazole 14.3 Fungicide Active Ingredient; Propiconazole - 14.3% \$50.00

Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	Gallon, QualiPro

17 10 Gallons Tartan Fungicide with Stressgard Active ingredients: Trifloxystrobin, 4.17% Triadimefon, 20.86% \$396.00

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gallon, Bayer

18 72 Pounds Honor Intrinsic Fungicide Active Ingredients; Pyraclostrobin - 16.8%, Boscalid - 11.2% \$108.09

Item Notes: Unit price is per pound. Preferred size is 36lb.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	36 lb, BASF

19 12 Gallons QualiPro Tebucaonazole 3.6F Fungicide Active Ingredient: Tebuconazole - 38.70% \$53.00

Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	Gall, QualiPro

20 8 Gallon Tide Propiconazole 41.8 Active ingredient: Propiconazole, 41% \$100.00

Item Notes: Unit price is per gallon.
Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	Gall, AmTide

21 50 Gallons Daconil Action Fungicide NO SUBSTITUTES WILL BE ACCEPTED Active Ingredient; Chlorothalonil - 53.94%, Acibenzolar-S-methyl - .11% \$77.60

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gall Syngenta

22 12 Pounds Heritage Action Fungicide NO SUBSTITUTES WILL BE ACCEPTED Active Ingredient; Azoxystrobin - 50%, Acibenzolar-S-Methyl, 1.18% \$330.00

Item Notes: Unit price is per Pounds. Preferred size is 1 Pound

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	1 lb, Syngenta

23 12 Gallons Quali-Pro Mefenoxam (Subdue) 2AQ Fungicide Active Ingredient; Mefenoxam - 22.5% \$310.00

Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	gallon, QualiPro

24 6 Gallons Pro Plant Fungicide (Banol) Active Ingredient; Propamocarb Hydrochloride - 66.5% \$251.00

Item Notes: Unit price is per gallon. Preferred size is 1 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	gall, SipCam

25 20 Gallons Trinity Fungicide Active Ingredient; Triticonazole - 19.2% \$163.00

Item Notes: Unit price is per gallon. Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gall, BASF

26 196 Ounce Segway Fungicide Active Ingredient: Cyazifamid 34,5% No Bid

Item Notes: Unit price is per Ounce.
Preferred size is 39.2 oz bottle.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List your package sizes and brand of product	

27 15 Gallon Chipco 26 GT Flo Fungicide NO SUBSTITUTES Active Ingredient Iprodione, 23.3% \$110.00

Item Notes: Unit price is per gallon.
Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List the package sizes and brand of products	2.5gall, Bayer

28 10 Lb. Quali-Pro Strobe 50 WG Fungicide Active Ingredient: Azoxystrobin 5% \$120.00

Item Notes: Unit price is per pound.
Preferred size is 1 pound container

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List the packages sizes and brand of product	Quali-Pro 1 lb container

29 132 Lb. Quali-Pro Fosetyl-AI 80 Fungicide Active Ingredient: Aluminum Tris Phosphonates, 80% \$13.10

Item Notes: Unit price is per pound.
Preferred size is 5.5lb. container

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package sizes and brand of product	5.5 lb, QualiPro

30 30 Gallon Quali-Pro Chlorothalonil 720 SFT Fungicide Active Ingredient: Chlorothalonil, 54% \$37.00

Item Notes: Unit price is per gallon.
Preferred size is 2.5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List the package size and brand of product	2.5, gall, QualiPro

31 2 Gallon Briskway Fungicide Active Ingredients; Azoxystrobin, 18.2% Diffenconazole, 11.4% \$1,300.00

Item Notes: Unit price is per gallon. Preferred packages size: 1 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List the package size and brand of product	gall, Syngenta

32 2 Gallons Acelepryn Insecticide Active Ingredient; Chlorantraniliprole - 18.4% \$1,955.00

Item Notes: Unit price is per gallon. Preferred size is .5 Gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	.5 gall, Syngenta

33 600 Pounds Dylox 6.2G Insecticide Active Ingredient; Trichlorfon, dimethyl, 6.2% \$1.10

Item Notes: Unit price is per pound. Preferred size is 30lb bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	30 lb bag, Bayer

34 380 50 lb. bag UFLEX 46-0-0 Fertilizer NO SUBSTITUTES Analysis: Urea Nitrogen stablized with Hydrex; SGN: 210 No Bid

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product you are bidding.	

35 35 50 lb. bag Polyon 0-0-45 Mini Fertilizer NO SUBSTITUTES WILL BE ACCEPTED Analysis: 100% Polymer Coated Sulfate of Potash No Bid

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	

36 60 40 lb. bag Andersons 18-9-18 Contec DG fertilizer with Fe & Mn Product #CDG181WM4 Analysis: 60% Mutech, potassium sulfate SGN:75 NO SUBSTITUTES WILL BE ACCEPTED No Bid

Item Notes: Unit price is per 40 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	

37 60 40 lb. bag County Club MD Greensgrade 18-3-18 fertilizer NO SUBSTITUTES Product #2129074 Analysis: 78% Meth-Ex, SOP, Micros SGN: 80 \$47.50

Item Notes: Unit price is per 40 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	40 lb Country Club

38 90 40 lb. bag Country Club MD greensgrade 12-0-24 fertilizer Product #: 2135736 NO SUBSTITUTES \$45.50
Analysis: 65% Meth-Ex, SOP, Micros SGN: 80

Item Notes: Unit price is per 40 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	40lb Country Club

39 75 50 lb. bag Andersons 27-3-11 Fertilizer No Bid
Product #: AGC83011.1
NO SUBSTITUTES
Analysis: 48% extend, 48% Poly-S nitrogen potassium chloride
SGN: 240

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List your package sizes and brand of product	

40 60 50 lb. bag Turf King 18-24-12 Starter Fertilizer \$16.00
Analysis: 50% XCU, SOP
SGN: 220

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50lb, ProMate

Alt 1 60 50 lb. bag Alt Spec: ProMate 18-24-12 25% SCU Root Enhancer 16.00

Alt Manufacturer: Helena Chemical Alt Manufacturer #: HCC-120

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50 lb bag, ProMate

41 300 50 lb. bag Turf King 21-0-10 Fertilizer w/ 3%Fe, and organics \$10.95
 Analysis: 50% of nitrogen from UFLEXX, potassium chloride, activated sewage, iron oxysulfate

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50lb, ProMate

Alt 1 300 50 lb. bag Alt Spec: Promate 21-3-11 97% NFix 4% Axilo(Iron) Bio Solids 10.95

Alt Manufacturer: Helena Chemical Alt Manufacturer #: HCC125

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50 lb bag, ProMate

42 460 50 lb. bag Lebanon Proscapes 25-0-5 Fertilizer \$18.49
 Product #: 2254318
 NO SUBSTITUTES
 Analysis: 51% MESA, 1% Fe, SOP

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50lb Lebanon

43 500 50 lb. bag Andersons 18-3-12 fertilizer w/ .164 Dimension No Bid
 Product #: APT18DM5.3
 NO SUBSTITUTES
 Active ingredient: Dithiopyr, .164%
 Analysis: Minimum 25% pcscu
 SGN: 150 maximum

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	

44 210 50 lb. bag EC Grow 24-0-5 w/ .43% Barricade, 40% RXN nitrogen \$14.92
 Active ingredient: Prodiamine, .43%
 Analysis: 40% RXN nitrogen
 SGN: 215 maximum

Item Notes: Unit price is per 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50lb, EC Grow

45 1,200 50 Pound Bags 0-0-7 fertilizer w/.67% acelepryn \$19.75
 Active ingredient: Chlorantraniliprole, .67%
 Analysis: Sulfate of Potash
 SGN: 215

Item Notes: Unit price is per 50lb bag. Preferred size is 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	50 lb EC Grow

46 10 50 lb. bag Lebanon ProScapes 25-0-5 w/ .067% Acelepryn \$67.00
 and .167% Dimension
 Product #: 2254792
 NO SUBSTITUTES
 SGN: 145

Item Notes: Unit price is per 50 lb. bag. Preferred package size: 50 lb. bag

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List the package sizes and brand of product	50lb, Lebanon

47 60 Gallons Tracker Spray Pattern Indicator \$19.05

Item Notes: Unit price is per gallon. Preferred size is 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	gall, Spray Indicator Helena

48	60	Gallons	Cascade High Performance Water Infiltration Active ingredients: Alkyl phenol ethoxylate, 10% Polyethylene glycols, 90% NO SUBSTITUTES	No Bid
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Item Notes: Unit price is per gallon. Preferred size is 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	

49	40	1 lb. container	Quinlorac 75 DF Active ingredient: Quinlorac: 3, 7 - dichloro-8-quinolinecarboxylic acid 75%, other ingredients: 25%	\$28.00
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Item Notes: Unit price is per pound container. Preferred size is 1 pound container

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	1 lb, Quali Pro

50	30	Gallons	Surge: sulfentrazone-67% 2,4-D dimethylamine salt 18.79% Mecoprop-p, dimethylamine salt 6.80% Dicamba dimethylamine salt -3.02%.	\$48.00
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Item Notes: Unit price is per gallon. Preferred size is 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of the product	2.5 gall PBI Gordon

51	10	Gallons	Surflan: Active ingredient: Oryzalin: 3,5-dinitro-N4N4-dipropylsulfanilamide 40.4% Other ingredients 59.6%	\$49.00
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Item Notes: Unit price is per gallon. Preferred size is 1 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of the product	2.5 PBI Gordon

52 5 Gallon Arsenal Herbicide \$53.75
Active Ingredient: 27.8% Imazapyr

Item Notes: Unit price is per gallon. Preferred package size: 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	2.5 gall, NuFarm

Alt 1 5 Gallon Alt Spec: Polaris 28.7% Imazapyr 2.5 gall 53.75

Alt Manufacturer: NuFarm Alt Manufacturer #: 241-426-228

Item Notes: Unit price is per gallon. Preferred package size: 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	2.5 Gall NuFarm

53 20 2.5 Gallons Perspective Herbicide ACTIVE INGREDIENT: By Weight: No Bid
Potassium salt of aminocyclopyrachlor
Potassium salt of 6-amino-5-chloro-2
-cyclopropyl-4-pyrimidinecarboxylic acid*25%
OTHER INGREDIENTS:75%
TOTAL: 100%
*Acid Equivalent:6-Amino-5-chloro-2-
cyclopropyl-4-pyrimidinecarboxylic acid
- 2 pounds acid per gallon or 21.2%

Manufacturer: Bayer or Equivalent

Item Notes: Unit price is per gallon Preferred package size: 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	

54 5 Gallons Methylated Seed Oil (MSO) Surfactant Herbicide, 100% \$11.00

Manufacturer: Brewer International or Equivalent

Item Notes: Unit price is per gallon. Preferred size is 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 gall Loveland Products

55 100 Gallons Brewer 90/10 Non-Ionic Surfactant Active Ingredient: Alkyl aryl polyoxyethylene glycol and other ethoxylated derivatives (surfactant) 70% Inert ingredients 30% \$13.50

Item Notes: Unit price is per gallon. Preferred size is 2.5 gallons

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 Gall, Helena Chemical

Alt 1 100 Gallons Alt Spec: Induce 90/10 Non-Ionic Surfactant 13.50

Alt Manufacturer: Helena Chemical Alt Manufacturer #: OPM #110238

Item Notes: Unit price is per gallon. Preferred size is 2.5 gallons

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of product	2.5 Gall, Helena Chemical

56 15 Gallons Pathway Specialty Herbicide Active Ingredient: Picloram: 4-amino-3,5,6-trichloropicolinic acid, triisopropanolamine salt - 5.4% 2,4-dichlorophenoxyacetic acid, triisopropanolamine salt - 20.9% Inert Ingredients - 73.7% \$35.70

Manufacturer: Dow AgroSciences or Equivalent

Item Notes: Unit price is per gallon. Preferred size is 2.5 gallons

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List the package sizes and brand of product	2.5 gall, DOW

57 40 Gallon Vivax surfactant No Bid
Active ingredients: polyethylene-polypropylene glycols, 87.3%; dioctyl sulfosuccinate sodium, 3.75%
NO SUBSTITUTES

Item Notes: Unit price is per gallon. Preferred package size: 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Bag	List the package size and brand of product	

58 50 Gallons Liquid Herbicide, POLARIS \$53.75
Active Ingredient: Isopropylamine Salt of Imazapyr:
(2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)
- 27.7% Other Ingredients of 72.3%

Manufacturer: Nurarm or Equivalent

Item Notes: Unit price is per gallon. Preferred size is 2.5 gallon

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Sizes and Brand	List your package sizes and brand of the product	2.5 gall, NuFarm

60 50 Gallon 4LB. AMINE \$18.25
ACTIVE INGREDIENT:
Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid: 46.3%
INERT INGREDIENTS: 53.7%
TOTAL: 100.0%

Item Notes: Unit price is per gallon.
Preferred packages size: 2.5 gallon

Supplier Notes:

61 160 Ounce Alligare MSM 60 or equivalent \$6.00
ACTIVE INGREDIENT:
Metsulfuron Methyl
Methyl 2-(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate
60.0%
OTHER INGREDIENTS: 40%
TOTAL: 100.0%
EPA Reg. No. 81927-7 EPA Est. No. 81134-CHN-001

Item Notes: Unit price is per Ounce Preferred size is 16 ounce package.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	8 oz, Tide

62	25	Gallon	Aquatic Glyphosate 5.4 ACTIVE INGREDIENT: Glyphosate*, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt 53.8% OTHER INGREDIENTS: 46.2% TOTAL: 100.0%	\$14.00
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Item Notes: Unit price is per gallon. Preferred size is 2.5 gallon.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product	30 gall Barrel Aqua Neat NuFarm

Response Total:	\$150,355.83
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ADDENDUM #1
Issue Date:
12/6/2017
Bid No. 17-319
ANNUAL SUPPLY TURF FERTILIZER AND CHEMICALS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Item 3- Requested amount has been changed to read 12 gallons, not 2.

Item 29- Item notes has been changed to read Unit price is per pound, not gallon.

New items have been added as lines 60, 61 & 62.

END OF ADDENDA NO.1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

ADDENDUM #2
Issue Date:
12/13/2017
Bid No. 17-319
ANNUAL SUPPLY TURF FERTILIZER AND CHEMICALS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Item 26: in the item notes has been changed to unit price is per ounce (not gallon)

Item 28: in the item notes has been changed to unit price is per pound (not gallon)

Item 45: in the item notes has been changed to unit price is per 50 lb. bag (not pound)

Item 50: requested amount is gallons, item notes has been changed to preferred size 2.5 gallon

END OF ADDENDA NO.1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive 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 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/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will 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 execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section 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:
 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. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing 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.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. 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.

10. 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 no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, 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.

TURF FERTILIZER AND CHEMICALS

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Turf Fertilizer and Chemical for a one (1) year term of the agreement as ordered by Lancaster County, Nebraska; the Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as the Owners).
- 1.2 Bid prices shall include the entire cost of the described item and delivery.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov).
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.5 Bid line items are an estimated annual quantity for the term of the contract
- 1.6 Orders will be placed on an as needed basis throughout the term of the contract.
- 1.7 All products offered must comply with applicable government laws and regulations.
- 1.8 Most products listed are for the City of Lincoln five golf courses.

2. BIDDING REQUIREMENTS

- 2.1 Vendor shall indicate in the Line Item attribute the package size bidding per the unit of measure requested and brand of product the vendor is bidding.
 - 2.1.1 These will be used in the evaluation of the bid.
- 2.2 Any alternate product, the vendor must submit in the response attachment the following and must cross-reference item to the bid proposal by item number.
 - 2.2.1 Product's Federal registration number.
 - 2.2.2 Sample label
 - 2.2.3 Material safety data sheet
 - 2.2.4 Technical data sheet

3. ACCEPTANCE AND DELIVERY OF MATERIAL

- 3.1 **MSDS FOR HAZARDOUS SUBSTANCES:**
 - 3.1.1 Contractor shall furnish Materials Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.
 - 3.1.2 Owners reserves the right to reject any delivery not accompanied by material safety data sheets.
- 3.2 All packages must be labeled indicating manufacturer's product name and number, chemical composition and quantity.
- 3.3 All material must be delivered in standard packages.
- 3.4 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the bid number assigned by City of Lincoln/Lancaster County.
- 3.5 All deliveries shall be made Monday through Friday 8:00 am to 4:00 pm. unless other prior arrangements are made.
- 3.6 Product shall be FOB delivery by the contractor, or picked up at contractor's business location, as directed by each department at time of order.
- 3.7 The Contractor shall be required to give the Department delivery location 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.
- 3.8 Products must be off loaded by vendor's transportation company, shrink wrapped if palletized and labeled appropriately.
- 3.9 Goods shall only be accepted after inspection by authorized agency representative at time of delivery and documented on shipping documents with agencies employee

signature, date and employee number.

3.10 The following documents are due upon delivery to the Owners:

3.10.1 Material Safety Data Sheets

3.10.2 Shipping documents and/or invoice

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as 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 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspect/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 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 bidding document:
 - 2.6.1 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 bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding 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 bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids 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 formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums 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.

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 the Mayor, 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 bid that 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 space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document 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.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

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

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it 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 bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to 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 AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, 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 the 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 bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, 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 Awarded 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 bidding documents or purchase orders.
- 12.5 Awarded Bidder'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 electronic signature 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 bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 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 incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold 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 14.1 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 workers' 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 materials have 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 bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this bid/RFP, specifically waives any copyright or other protection the contract, proposal, or response to the bid/RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the bid/RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the bid/RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

Advertise 2 times
Wednesday, December 6, 2017
Wednesday, December 13, 2017

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, December 20, 2017** for providing the following:

Annual Supply – Turf Fertilizer and Chemicals
Bid No. 17-319

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov