

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**Annual Supply  
Square Steel Sign Post System,  
Hardware and Accessories  
City of Lincoln - Bid No. 18-045**

**Contractor:  
J & A Traffic Products  
605 W. 40<sup>th</sup> Hwy  
Blue Springs, MO 64014  
Vendor Phone No. 816-220-0450**

**LANCASTER COUNTY  
CONTRACT**

THIS CONTRACT, made and entered into by and between J & A Traffic Products, 605 W. 40<sup>th</sup> Hwy, Blue Springs, MO 64014 hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

WHEREAS, the County through local inter-governmental cooperative purchasing have chosen to participate in the contract between the City of Lincoln and J & A Traffic Products, for Square Steel Sign Post System, Hardware and Accessories, Bid No. 18-045, which was prepared in accordance with the City of Lincoln's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Square Steel Sign Post System, Hardware and Accessories for Lancaster County Engineering, in compliance with the prices as established via the Contract between the City of Lincoln and J & A Traffic Products, executed March 28, 2018.

WHEREAS, the Contractor, in response to the County's request to participate in said contract, has submitted to the County, an offer approving County's participation under the same pricing structure, terms and conditions as the City of Lincoln and J & A Traffic Products, with only those exceptions stated herein; and

WHEREAS, the City of Lincoln, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the City of Lincoln and J & A Traffic Products Contract, Bid No. 18-045, a copy thereof being attached to and made a part of this Contract; and

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

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Square Steel Sign Post System, Hardware and Accessories for Lancaster County Engineering, as the County may determine.
2. Term of the Contract. The initial term of this contract will begin upon execution through March 27, 2019.
  - 2.1 Upon conclusion of the initial term, the contract has the option of three (3) additional one (1) year renewals, not to exceed the term of the City of Lincoln Contract.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing for these services are pursuant to the Contract between the City of Lincoln and J & A Traffic Products Contract, Bid No. 18-045, a copy thereof being attached to and made a part of this Contract.

**The County shall order on an as-needed basis for the duration of the contract. The total cost of products or services for the County shall not exceed \$45,000.00 during the contract term without approval by the Lancaster County Board of Commissioners.**

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting the County's Specifications and approval. Each location will have a separate account number and billing address. The County may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the City of Lincoln shall be made available to the County.
4. 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.
5. 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.
6. Termination. This Contract may be terminated by the following:
- 6.1 Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
- 6.2 Termination for Cause. The County may terminate the Contract for cause if the Contractor:
- 6.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Square Steel Sign Post System, Hardware and Accessories.
- 6.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 6.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County 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.
7. 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Contract between the City of Lincoln and J & A Traffic Products Contract, Bid No. 18-045.

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

1. Copy of City of Lincoln Contract, Bid No. 18-045
2. Tax forms

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

The Contractor and the County 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 County do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

Vendor Signature Page

CONTRACT  
Annual Supply  
Square Steel Sign Post System,  
Hardware and Accessories  
City of Lincoln - Bid No. 18-045  
Lancaster County  
J & A Traffic Products

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

J & A Traffic Products

Name of Corporation

6015 W. 40 Hwy Blue Springs, MO  
04014

Address

By:

Duly Authorized Official

Vice President

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

**Lancaster County Signature Page**

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**CONTRACT  
Annual Supply  
Square Steel Sign Post System,  
Hardware and Accessories  
City of Lincoln - Bid No. 18-045  
Lancaster County  
J & A Traffic Products**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

\_\_\_\_\_  
Deputy Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

**AMENDMENT TO CONTRACT**  
**Annual Supply**  
**Square Steel Sign Post System, Hardware and Accessories**  
**Bid No. 18-045**  
**Price Increase**  
**J & A Traffic Products**

This Amendment is hereby entered into by and between J & A Traffic Products, 605W 40 Hwy., Blue Springs, MO 64014 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 28, 2018, executed under City Executive Order No. 91672, for Annual Supply - Square Steel Sign Post System, Hardware and Accessories, Bid No. 18-045, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the Contract to reflect a price increase per Attachment A for the remainder of the current term; and

WHEREAS, the expenditures for the City of Lincoln, Public Works and Utilities Departments – Traffic Engineering will increase by \$16,840.00 for the remainder of this Contract term; and

WHEREAS, the revised contract total with the price increase is to be \$129,106.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 91672, and stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to reflect a price increase per Attachment A for the remainder of the current term.
- 2) The expenditures for the City of Lincoln, Public Works and Utilities Departments – Traffic Engineering will increase by \$16,840.00 for the remainder of this Contract term.
- 3) The revised contract total with the price increase is to be \$129,106.00.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:


Vendor Signature Page  
City of Lincoln Signature Page

## Vendor Signature Page

**AMENDMENT TO CONTRACT**  
**Annual Supply**  
**Square Steel Sign Post System, Hardware and Accessories**  
**Bid No. 18-045**  
**Price Increase**  
**J & A Traffic Products**

**Please sign, date and return within 5 days of receipt.**

Mail to: City/County Purchasing  
 Attn: Chris Lollar  
 440 So. 8th St., Ste. 200  
 Lincoln, NE 68508  
 Or email to: [clollar@lincoln.ne.gov](mailto:clollar@lincoln.ne.gov)

Company Name:	J & A TRAFFIC PRODUCTS
By: (Please Sign)	
By: (Please Print)	Jeff Mincham
Title:	VICE PRESIDENT
Company Address:	605 W. 40 Hwy BLUE SPRINGS, MO 64014
Company Phone & Fax:	816-220-0450 816-220-3197
E-Mail Address:	jmincham@jatps.com
Date:	5-4-2018
Contact Person for Service or Orders	Jeff Mincham
Contact Phone Number	816-220-0450



City of Lincoln Signature Page

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**AMENDMENT TO CONTRACT**  
**Annual Supply**  
**Square Steel Sign Post System, Hardware and Accessories**  
**Bid No. 18-045**  
**Price Increase**  
**J & A Traffic Products**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meier*

City Clerk



CITY OF LINCOLN, NEBRASKA

*W. E. G. D.*

Public Works and Utilities Director

19214

Approved by Directorial Order No. \_\_\_\_\_

dated May 11, 2018



J & A TRAFFIC PRODUCTS  
605 SW. 40 Hwy, PMB 119  
Blue Springs, MO 64014  
Phone: 816-220-0450  
Fax: 816-220-3197

April 26, 2018

City of Lincoln  
440 S. 8<sup>th</sup> St.  
Lincoln, NE 68508  
Attn: Sharon Mulder  
RE: Bid Number 18-045 - Pricing Escalation

Dear Ms. Mulder,

We have just received another price increase effective immediately from our steel supplier. From February 2018 when we signed Bid Number 18-045 to today, the price of the steel has increased 20%. We have absorbed the difference in pricing however we can no longer afford to do so. At this time, we are requesting a 15 % increase in pricing on all contract items.

Unfortunately we have no control over the pricing we receive from our vendor and they are not honoring any current contract pricing.

Please let me know what steps we need to take in order to start the price escalation process. I have attached a copy of this notice on official letterhead. I have also included the packet I received from my supplier for your review.

Please feel free to contact either myself or Jeff Mindham (816-392-6725) with any questions you may have or to provide additional information.

Thank you,

A handwritten signature in black ink, appearing to read 'Amanda Mindham', with a long horizontal flourish extending to the right.

Amanda Mindham  
President  
J&A Traffic Products  
Office: 816-220-0450  
Cell: 816-392-6020  
Email: [amindham@jatps.com](mailto:amindham@jatps.com)

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Supply  
Square Steel Sign Post System, Hardware and Accessories  
Bid No. 18-045**

**J & A Traffic Products  
605W 40 Hwy.  
Blue Springs, MO 64014  
(816) 220-0450**

## CITY OF LINCOLN CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **J & A Traffic Products, 605W 40 Hwy., Blue Springs, MO 64014**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

**Square Steel Sign Post System, Hardware and Accessories, Bid No. 18-045**

and,

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

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

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

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

**Agreement to Full Proposal including Itemized Pricing Sheet**

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

**The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The cost of products or services for City departments shall not exceed \$112,266.00 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 City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance: This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
  
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response/Itemized Pricing Sheet
  3. Bid Lines Spreadsheet
  4. Special Provisions
  5. Specifications
  6. Instructions to Bidders
  7. Notice to Bidders
  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.)

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](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page

### Vendor Signature Page

**CONTRACT**  
**Annual Supply**  
**Square Steel Sign Post System, Hardware and Accessories**  
**Bid No. 18-045**  
**City of Lincoln**  
**J & A Traffic Products**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

J & A Traffic Products

Name of Corporation

605 W. 40 Hwy Blue Springs, MO 64018

Address

[Signature]

By:

Duly Authorized Official

VICE PRESIDENT

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  
Square Steel Sign Post System, Hardware and Accessories  
Bid No. 18-045  
City of Lincoln  
J & A Traffic Products

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*[Handwritten Signature]*  
City Clerk, Deputy



CITY OF LINCOLN, NEBRASKA

*[Handwritten Signature]*  
Chris Beutler, Mayor

Approved by Executive Order No. 091672

dated 3-28-18



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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works and Utilities 901 W. Bond Street, Garage Door Y Lincoln, NE 68521
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact	Michael Lamkli Traffic Engineering
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	18-045	Department		Department	
Title	Square Steel Sign Post System, Hardware and Accessories	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	2/14/2018 03:10 PM (CT)	Telephone	(402) 441-7428	Telephone	
Close Date	2/28/2018 12:00:00 PM (CT)	Fax	(402) 441-6513	Fax	
		Email	smulder@lincoln.ne.gov	Email	

## Supplier Information

Company J & A Traffic Products  
 Address 605 W 40 Hwy  
 Blue Springs, MO 64014

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (816) 220-0450  
 Fax (816) 220-3197  
 Email  
 Submitted 2/27/2018 10:01:20 AM (CT)  
 Total \$112,265.75

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

Signature Jeff Mindham

Email mindham@jatps.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14-21 days
4	Contact	Name of person submitting this bid:	Jeff Mindham
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	yes , yes , 1st contract expiration
9	Quantities	I acknowledge that the quantities 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
10	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
11	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14-21 days
12	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

13 U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO no

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>

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.

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.

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.

14 Electronic Signature

Please check here for your electronic signature. Yes

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## Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Square Steel Sign Post System, Hardware and Accessories -- Total Lump Sum of Bid	\$112,265.75
Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response. Put the total of your spreadsheet in price box.				
Supplier Notes:				
Response Total:				\$112,265.75

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Line Items					
#	Estimated Qty	UOM	Description	Price per Each	Extended Price
Line Items					
1	325	EA	1-1/2" x 1-1/2" x 12' 12 gauge post	\$ 22.50	\$ 7,312.50
2	200	EA	1-1/2" x 1-1/2" x 24' 12 gauge post	\$ 45.00	\$ 9,000.00
3	100	EA	1-3/4" x 1-3/4" x 12' 12 gauge post	\$ 27.50	\$ 2,750.00
4	100	EA	1-3/4" x 1-3/4" x 24' 12 gauge post	\$ 52.00	\$ 5,200.00
5	100	EA	2" x 2" x 10' 12 gauge post	\$ 24.50	\$ 2,450.00
6	100	EA	2" x 2" x 12' 12 gauge post	\$ 28.60	\$ 2,860.00
7	100	EA	2" x 2" x 24' 12 gauge post	\$ 58.50	\$ 5,850.00
8	325	EA	1-1/2" x 1-1/2" x 12' 14 gauge post	\$ 16.00	\$ 5,200.00
9	200	EA	1-1/2" x 1-1/2" x 24' 14 gauge post	\$ 31.20	\$ 6,240.00
10	100	EA	1-3/4" x 1-3/4" x 12' 14 gauge post	\$ 19.05	\$ 1,905.00
11	100	EA	1-3/4" x 1-3/4" x 24' 14 gauge post	\$ 39.20	\$ 3,920.00
12	500	EA	2" x 2" x 10' 14 gauge post	\$ 18.20	\$ 9,100.00
13	500	EA	2" x 2" x 12' 14 gauge post	\$ 21.50	\$ 10,750.00
14	100	EA	2" x 2" x 24' 14 gauge post	\$ 42.75	\$ 4,275.00
Custom Cut # 15 - 18; Entire length will be purchased for delivery. Ordered in bundles of 25.					
15	1	EA	Custom Cut any full length bundle purchase. Multiple cuts may be required per bundle. Response price is per cut. (excludes L/# 16-33)	\$ -	\$ -
16	25	EA	1-1/2" x 1-1/2" x 12' 12 gauge post Special cut: 9 @ 16". All bundles	\$ 24.00	\$ 600.00
17	100	EA	1-3/4" x 1-3/4" x 24' 12 gauge post Special cut: 2 @ 9', 3 @ 2'. 2" x 2" x 24'	\$ 52.00	\$ 5,200.00

18	100	EA	12 gauge post Special cut: 2 @ 11', 1 @ 2'	\$ 58.50	\$ 5,850.00
19	1000	EA	2-1/4" x 2-1/4" x 36" 12 gauge anchor extension	\$ 7.85	\$ 7,850.00
20	1000	EA	2-1/2" x 2-1/2" x 18" 12 gauge sleeve	\$ 5.70	\$ 5,700.00
21	5	EA	2-1/2" x 36" 7 gauge heavy duty anchor HDA200-36-G or equivalent	\$ 37.50	\$ 187.50
22	5	EA	2-1/1" x 36" 7 gauge winged anchor TWAA2000-36-G or Equivalent	\$ 57.55	\$ 287.75
23	25	EA	2-1/2" x 2-1/2" 12 gauge winged sleeve w/ 12" x 13" WS25-16-Z or equivalent	\$ 19.50	\$ 487.50
24	5	EA	Concrete Barrier mount for 1-3/4" to 2-1/2" square tube CBM175-250-G or Equivalent	\$ 35.00	\$ 175.00
25	5	EA	Flat Concrete Base for 1-3/4" to 2-1/2" square tube FCB175-250-G or Equivalent	\$ 35.00	\$ 175.00
26	25	EA	Bolt on stabilizer for 1-3/4" to 2-1/2" square tube SS10-250-Z or equivalent	\$ 17.00	\$ 425.00
27	25	EA	Flag Mount Bracket for 3/4" Dowels FM90B-75-P	\$ 18.90	\$ 472.50
28	1	EA	1-1/2" for 1-3/4 x 12 ga. Manual Drive Capfor Sq. tube DC150175M or equivalent	\$ 158.00	\$ 158.00
29	1	EA	1-3/4" for 2" x 12 ga. Manual Drive Capfor Sq. tube DC175200M or equivalent	\$ 158.00	\$ 158.00
30	1	EA	2" for 2-1/4 x 12 ga. Manual Drive Cap for Sq. tube DC200225M or equivalent	\$ 161.00	\$ 161.00
31	2,000	EA	5/16" dia. Small Corner bolt will purchase in bulk/case Man. # CB516-S-Z or equivalent	\$ 0.30	\$ 600.00
32	2,000	EA	5/16" dia. Medium Corner bolt will purchase in bulk/case Man. # CB516-M-Z or equivalent	\$ 0.35	\$ 700.00
33	2,000	EA	5/16" dia. Large Corner bolt will purchase in bulk/case Man. # CB516-L-Z or equivalent	\$ 0.38	\$ 760.00
34	2000	EA	3/8" Aluminum Shell/Steel pin Drive rivet w/Washer will purchase in bulk/case Man. # DRAS3878-06-W or equivalent	\$ 0.57	\$ 1,140.00
35	25	EA	T-Fitting Square Tube connector Bracket Man. # TL015-Z or equivalent	\$ 3.00	\$ 75.00
36	25	EA	L-Fitting Square Tube connector Bracket Man. # TL016-Z or equivalent	\$ 4.10	\$ 102.50
37	25	EA	Anti-Rotation Fitting Square Tube connector Bracket Man. # TL017-Z or equivalent	\$ 2.40	\$ 60.00
			Straight Fitting		

38	25	EA	Square Tube connector Bracket Man. # TLO18-Z or equivalent	\$ 3.30	\$ 82.50
39	25	EA	45 Degree Fitting Square Tube connector Bracket Man. # TLO19-Z or equivalent	\$ 3.05	\$ 76.25
40	25	EA	90 degree Fitting Square Tube connector Bracket Man. # TLO20-Z or equivalent	\$ 1.75	\$ 43.75
41	25	EA	3/8" Gravity lock Pin through 2" Square Tube connector Bracket Man. # TLO92-Z or equivalent	\$ 2.35	\$ 58.75
42	20	EA	Collapsible Barricade Bracket Plate Sq. Tube Type III Barricade Brackets Man. # TBB3A-Z or equivalent	\$ 3.50	\$ 70.00
43	10	SET	Collapsible Barricade Bracket Assembly Sq. Tube Type III Barricade Brackets Man. # TBB3A-Z or equivalent	\$ 7.40	\$ 74.00
44	20	EA	Shear Pin Barricade Bracket Assembly Sq. Tube Type III Barricade Brackets Man. # TL132-Z or equivalent	\$ 3.80	\$ 76.00
45	10	SET	Shear Pin Barricade Bracket Assembly Sq. Tube Type III Barricade Brackets Man. # TL133-Z or equivalent	\$ 7.80	\$ 78.00
46	5	EA	Double Hex Coupling Unit Wedge puller Man. # NO3-N or equivalent	\$9.85	\$ 49.25
47	20	EA	Double Hex Coupling Unit Wedge puller Man. # JR-58 or equivalent	\$ 176.00	\$ 3,520.00
				<b>Total</b>	<b>\$ 112,265.75</b>

**SPECIFICATIONS FOR PURCHASE OF  
SQUARE STEEL SIGN POST SYSTEM, HARDWARE AND ACCESSORIES  
FOR THE TRAFFIC MANAGEMENT SYSTEM**

**1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 These specifications describe the minimum requirements for the purchase of square steel sign posts and hardware furnished to the City of Lincoln for the Traffic Management System.
- 1.2 Bidder must be able to provide materials in the lengths requested.
- 1.2 Response by Authorized Dealers Only.
- 1.3 Bidder shall submit bid documents and supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via email or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax (402) 441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
  - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 Contract Administrator is Michael Lammler.

**2. TECHNICAL REQUIREMENTS**

- 2.1 The square steel sign post system for the shall conform to the latest version of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), and the State of Nebraska Supplement to the MUTCD including any updates and revisions.
  - 2.1.1 The square steel post system shall be a Telespar brand or approved equivalent.
  - 2.1.2 The Square posts shall be hot-rolled carbon sheet steel, structural quality, ASTM designation A570, Grade 50.
    - 2.1.2.1 Average minimum yield strength after cold forming is 60,000 psi.
  - 2.1.3 The system shall consist of a sign post, anchor and sleeve.
  - 2.1.4 The cross section of the post shall be square tube when formed of 12 gauge (.105 U.S.S. gauge) or 14 gauge (.075 U.S.S. gauge), per request in line items, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.
  - 2.1.5 The posts will be punched with 7/16 +/- 1/64 inches in diameter holes on 1" centers on all four sides down the entire length of the post.
    - 2.1.5.1 On square tubing, holes shall be on the centerline of each side in true alignment and opposite each other directly and diagonally.
  - 2.1.6 Post shall be manufactured from hot-dipped galvanized steel conforming to ASTM A653, G90, structural quality, grade 50, class 1.
    - 2.1.6.1 The corner weld is zinc coated after scarfing operation.



- 2.1.6.2 The steel coated with chromate conversion coating and clear organic polymer topcoat.
- 2.1.6.3 Both interior and exterior of the post shall be galvanized.
- 2.1.7 The length of each post shall have a permissible length tolerance of +/- 1/4".
- 2.1.8 The permissible tolerance for straightness will be within 1/16" in 3 feet and standard corner radius shall be 5/32 of an inch +/- 1/64 inch.
- 2.1.9 The finished post shall be straight and have a smooth, uniform finish.
  - 2.1.9.1 It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than ten feet of their length without the necessity of matching any particular face to any other face.
  - 2.1.9.2 All holes and ends shall be free of burrs and ends shall be cut square.
- 2.1.10 Permissible variation wall thickness tolerance is +.010", -.005" Convexity and concavity measured in the center of the flat sides, tolerance in +/- .010", determined at the corner.
- 2.1.11 Standard post lengths will be considered to be 10', 12, and 24' regardless of cross section size.
- 2.1.12 Standard cross sections size is considered to be 1-1/2", 1-3/4", 2", and 2-1/4" all square.
- 2.1.13 Although posts will be ordered by standard length bundle, special cut lengths may be required.
  - 2.1.13.1 The entire original bundle length will be purchased and received by the purchaser.
  - 2.1.13.2 Length specifications will be provided at time of order.
- 2.2 Mounting hardware and accessories shall conform to the latest version of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), and the State of Nebraska Supplement to the MUTCD including any updates and revisions.
  - 2.2.1 All mounting hardware shall be compatible with Telespar brand post systems.
  - 2.2.2 All mounting hardware and accessories shall be zinc plated (galvanized) to prevent rust.

### **3. ACCEPTANCE OF MATERIAL**

- 3.1 Orders will be made on standard purchase orders issued by the Purchasing Agent, or via Email and/or verbally by the Traffic Engineering Division, referencing this contract and items.
  - 3.1.1 All orders will be assigned an order number.
- 3.2 All correspondence, including acknowledgement of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 3.3 Supplier shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 3.4 If asked, the Supplier shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these specifications.

**4. DELIVERY**

- 4.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading time, at the following delivery location:  
City of Lincoln Public Works and Utilities  
Traffic Engineering  
Attn: Michael Lampli  
901 W. Bond Street, Garage Door Y  
Lincoln, NE 68521  
Ph: 402-441-5511
- 4.2 Deliveries shall be made between the hours of 8 am and 4 pm on normal City of Lincoln working days.
- 4.2.1 Vendor shall provide the delivery company/driver with the above contact information.
- 4.2.2 Vendor shall instruct the delivery company to make phone contact one business day in advance of planned delivery date.
- 4.3 All posts regardless of length will be packaged in bundle of 25 posts per bundle, securely banded on both ends.
- 4.4 Posts ten feet in length or more shall be delivered by flatbed only.

**5. TERMS OF AGREEMENT**

- 5.1 Term of agreement shall be one (1) year with the option to renew for three (3) additional one (1) year terms.
- 5.2 Upon execution of contract, the term begins.

**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.

# 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. 8<sup>th</sup> 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/stndspec/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. 8<sup>th</sup> 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](http://www.uscis.gov/everify).



**Advertise 1 time  
Wednesday, February 14, 2018**

**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, February 28, 2018** for providing the following:

**Square Steel Sign Post System Hardware & Accessories  
Bid No. 18-045**

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](http://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.gov](mailto:purchasing@lincoln.gov)