

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Turf Tires, Repair Services and Replacements for Mowing Equipment
Bid No. 14-234**

**Cross-Dillon Tire
PO Box 81208
Lincoln, NE 68528
(402)438-3000**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Cross-Dillon Tire, PO Box 81208, Lincoln, NE 68528, 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:

Turf Tires, Repair Services and Replacements for Mowing Equipment, Bid No. 14-234

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

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. All contracts for this service will combine for a total amount not to exceed \$25,000.00 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 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
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

J. L. Szymanski
Finance Director
we. 11/18/14

Approved by:

Approved by Directorial Order 012190

dated December 4th, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Megan Pope (SEAL)
Secretary *controller*

Cross Dillon Tire
Name of Corporation

4101 WEST O STREET
(Address) LINCOLN, NE 68528

By: *[Signature]*
Duly Authorized Official

GENERAL MANAGER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|---|---------------------|---|---------------------|
| Bid Creator | Sharon R. Mulder Asst Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68516 | Address |
| Email | smulder@lincoln.ne.gov | Contact | Sharon R. Mulder Assistant Purchasing Agent | Contact |
| Phone | (402) 441-7428 | | Purchasing | Department |
| Fax | (402) 441-6513 | | | Building |
| Bid Number | 14-234 | Department | | Floor/Room |
| Title | Turf Tires, Repair Services and Replacements for Mowing Equipment | Building | Suite 200 | Telephone |
| Bid Type | Bid | Floor/Room | | Fax |
| Issue Date | 09/17/2014 | Telephone | (402) 441-7428 | Email |
| Close Date | 10/6/2014 12:00:00 PM CT | Fax | (402) 441-6513 | |
| Need by Date | | Email | smulder@lincoln.ne.gov | |

Supplier Information

Company Cross-Dillon Tire
 Address PO Box 81208

 Lincoln, NE 68528

 Contact
 Department
 Building
 Floor/Room
 Telephone 402 (438) 3000
 Fax 402 (438) 3003
 Email jgregg@crossdillon.com
 Submitted 10/6/2014 10:06:57 AM CT
 Total \$4,046.83

Signature _____

Supplier Notes

4024383000

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|--|--|---|
| 1 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 2 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 3 | 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 |
| 4 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 5 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 6 | Contact | Name of person submitting this bid: | Josh Gregg |
| 7 | Delivery | State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. | usually same day of order except in the event of a product back order |
| 8 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 9 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 10 | 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 _____ | A-Yes |
| 11 | Bid award | 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. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. | Yes |
| 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 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|--------------------------------------|----------|
| 1 | 6 | EA | 20 x 10 x 10, 4-Ply Turf Tread Tires | \$64.85 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Turf Saver #511116 | | | | |
| 2 | 1 | EA | 24 x 12 x 12, 6-Ply Turf Tread Tires | \$85.11 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Turf Master #511409 | | | | |
| 3 | 10 | EA | 23 X 10.5-12, 6-Ply Turf Traction | \$99.35 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Multitrac CS #574353 | | | | |
| 4 | 10 | EA | 16 X 6.50-8, 4-Ply Ribbed | \$32.39 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Turf Rib #5180961 | | | | |
| 5 | 6 | EA | 26 X 12.00-12, 6-Ply Turf Traction | \$99.67 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Turf Trac #575390 | | | | |
| 6 | 10 | EA | 20 X 10-10, 6-Ply Turf Traction | \$90.15 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Multitrac CS #574362 | | | | |
| 7 | 4 | EA | 31 X 12.5 -15, 8-Ply Turf Traction | No Bid |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 8 | 16 | EA | 4.10 X 3.50 -4, 2-Ply Turf Tread | \$13.50 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Sawtooth #5190251 | | | | |

| | | | | |
|---|----|----|------------------------------------|------------|
| 9 | 10 | EA | 8 X 3.50 -4, 4-Ply Smooth | No Bid |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 10 | 6 | EA | 23 X 8.50 -12, 6-Ply Turf Traction | \$82.95 |
| Item Notes: | | | | |
| Supplier Notes: Carlisle Multitrac CS #574372 | | | | |
| 11 | 1 | EA | 4" to 8" Wheel Size Flat Repair | \$14.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 12 | 1 | EA | 10" to 12" Wheel Size Flat Repair | \$14.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 13 | 1 | EA | 14" to 16" Wheel Size Flat Repair | \$14.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| Response Total: | | | | \$4,046.83 |