

C-13-0550

OCT 31 2013

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Armored Car Services
Bid No. 13-280**

**Rochester Armored Car
P.O. Box 8 DTS
Omaha, NE 68101
(800)558-9323 Ext. 2338**

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

THIS CONTRACT, made and entered into this 5 day of November 2013, by and between Rochester Armored Car, P.O. Box 8 DTS, Omaha, NE 68101, 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:

For providing Annul Requirements for Armored Car Services, Bid No. 13-280 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 full 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 total cost of products or services for County agencies shall not exceed \$ 9,500.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$5,000.00 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 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.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a two (2) year term, with option to renew for one (1) additional two (2) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. References
 4. Specifications
 5. Armored Car Locations - Attachment A
 6. Instructions to Bidders
 7. Insurance Requirements

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

The Contractor and the 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.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Resolution No. A-87613

Dated Oct. 28, 2013

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Richard Behrens
for Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Deb Schorr
Jeff Smeyers
Harry Kudlinski
Janet K...
Karen ...
Dated 11/5/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

R. G. (SEAL)
Secretary *Sales and Service*

Rochester Armored Car Co / Inc
Name of Corporation

P.O. Box 8, DTS, Omaha, NE 68101
(Address)

By: *Wayne Steen*
Duly Authorized Official

CFO / TREASURER
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 | Robert Walla Asst. Purchasing Agent | Address |
| Email | rwalla@lincoln.ne.gov | Address |
| Phone | 1 (402) 441-8309 | Contact |
| Fax | 1 (402) 441-6513 | Contact |
| Bid Number | 13-280 | Department |
| Title | Armored Car Services | Building |
| Bid Type | Bid | Floor/Room |
| Issue Date | 09/04/2013 | Telephone |
| Close Date | 9/18/2013 12:00:00 PM CT | Fax |
| Need by Date | | Email |

Supplier Information

| | |
|------------|-------------------------|
| Company | Rochester Armored Car |
| Address | Po Box 8 DTS |
| | omaha, NE 68101 |
| Contact | Bill Shea |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (800) 558 9323 2338 |
| Fax | 1 (402) 558 9326 |
| Email | wpshea@rocarmco.com |
| Submitted | 9/17/2013 2:47:12 PM CT |
| Total | \$21,373.60 |

Signature _____

Supplier Notes _____

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, understanding and accepting the Insurance Requirements. I will further supply proof that my company can provide insurance coverage as required in section 1.12 of the Specifications as part of my ebid response. Attach this information to the Response Attachment section. | Yes |
| 3 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 4 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 5 | Contact | Name of person submitting this bid: | Bill Shea |
| 6 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 7 | Performance/Payment Bonds | I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job. | Yes |
| 8 | 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 |
| 9 | References | I have attached my References to the Response Attachment section of this bid. | Yes |
| 10 | 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 |
| 11 | Vehicle List | Please list the Brand, Model and Year of the vehicle/s that will be used in performing this contract. | See attached Vehicle List |
| 12 | Additional Charges | All costs associated with the performance of an awarded contract for this service are listed in the Line Item section of this bid. If additional charges are required, they must be outlined and listed in this response section or on company letterhead and attached to the Response Attachment section of your ebid response. | All costs associated with the performance of an awarded contract for this service are listed in the Line Item section of this bid. |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-------|---|----------|
| 1 | 12 | Month | Pickup/Delivery - Motor Vehicle Office - 625 No.46th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |
| 2 | 12 | Month | Pickup/Delivery - County Treasurer - 555 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |
| 3 | 12 | Month | Pickup/Delivery - City Treasurer - 555 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |
| 4 | 12 | Month | Pickup/Delivery - Clerk of Dist. Court - 575 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |
| 5 | 12 | Month | Pickup/Delivery - County Court - 575 So. 10th St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |
| 6 | 12 | Month | Pickup/Delivery - City Parking Services - 850 Q St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |
| 7 | 12 | Month | Pickup/Delivery - Lancaster County Corrections - 3810 Southwest "O" St. ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$216.50 |
| | | | Item Notes: | |
| | | | Supplier Notes: | |

| | | | | |
|---|----|-------|---|-------------|
| 8 | 12 | Month | Pickup/Delivery - Pershing Auditorium - 226 Centennial Mall South ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$129.90 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 9 | 12 | Month | Pickup/Delivery - Pinnacle Bank Arena - 400 Pinnacle Arena Drive ONLY PUT YOUR PER MONTH PRICE IN UNIT PRICE BOX! | \$129.90 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 10 | 1 | Each | Unscheduled Pickup/Delivery - All Locations | \$25.00 |
| Item Notes: List the Unit Price for each unscheduled pickup and/or delivery for all locations listed on an as-needed basis. | | | | |
| Supplier Notes: | | | | |
| 11 | 1 | Each | Weekend Pickup/Delivery - All Locations | \$45.00 |
| Item Notes: List the Unit Price for each weekend pickup and/or delivery for all locations listed. This will be on an as-needed basis. | | | | |
| Supplier Notes: | | | | |
| Response Total: | | | | \$21,373.60 |