

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
ANNUAL SUPPLY OF BEET JUICE FOR
STREET MAINTENANCE
BID NO. 14-187**

**Smith Fertilizer & Grain Co., Inc.
1650 Quebec Street
Knoxville, IA 50138
641.828.8508**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Smith Fertilizer & Grain Co., Inc., 1650 Quebec Street, Knoxville, IA 50138**, 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:

For providing Annual Supply of Beet Juice for Street Maintenance, Bid No. 14-187 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. The total cost of products or services for City departments shall not exceed \$106,200.00 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. Contract Term. 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 Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Addendum No. 1
 5. Insurance Requirements
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Form 13

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.

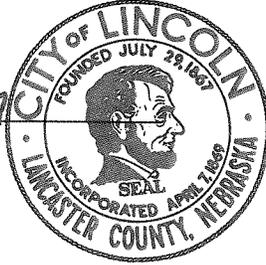
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

[Signature]
Mayor

Approved by Executive No. 087529

dated 9-22-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Smith Fertilizer & Grain Co
Name of Corporation

1650 Quebec St - Knoxville IA 50138
(Address)

By: [Signature]
Duly Authorized Official

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/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 68508	Address	Public Works & Utilities, Street Maintenance Operations
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		901 W. Bond, Suite 160 Lincoln, NE 68521
Phone	(402) 441-7428			Contact	
Fax	(402) 441-6513	Department		Department	
Bid Number	14-187 Addendum 1	Building	Suite 200	Building	
Title	Annual Supply of Beet Juice for Street Maintenance	Floor/Room		Floor/Room	
Bid Type	Bid	Telephone	(402) 441-7428	Telephone	
Issue Date	07/11/2014	Fax	(402) 441-6513	Fax	
Close Date	7/25/2014 12:00:00 PM CT	Email	smulder@lincoln.ne.gov	Email	
Need by Date					

Supplier Information

Company Smith Fertilizer & Grain Co., Inc.
 Address 1650 Quebec Street
 Knoxville, IA 50138
 Contact Gina Beal
 Department
 Building
 Floor/Room
 Telephone 641 (828) 8508
 Fax 641 (828) 8501
 Email ginab@sfgiowa.com
 Submitted 7/21/2014 11:26:01 AM CT
 Total \$106,200.00

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	Specifications	I acknowledge reading and understanding the specifications.	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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Percentage	Please provide the percentage of dissolved dry solids.	55
7	Inclusion Rate	What is your inclusion rate of Beet in salt brine?	10-30% depending on conditions. (This will be part of the training provided.)
8	Purchase Order and Delivery Contact	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Gina Beal, ginab@sfgiowa.com, 641-828-8508
9	Contact	Name of person submitting this bid:	Max Smith
10	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	3 business days
11	Renewal is an Option	Contract Extension Renewal is an option.	Yes
12	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
13	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 b. Only in subsequent years. c. 1st year of contract
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	90,000	Gallon	Beet Juice, Dry Solids	\$1.18
			Item Notes: Per specifications	
			Supplier Notes:	
				Response Total: \$106,200.00

**SPECIFICATIONS
ANNUAL SUPPLY OF BEET JUICE
FOR STREET MAINTENANCE**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Beet Juice for the City of Lincoln, Public Works & Utilities, Street Maintenance Department.
 - 1.1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) or Fax:(402)441-6513.
 - 1.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.2.2 The Purchasing Office shall only reply to written inquires received within five (5) calendar days of bid opening.
 - 1.2.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.3 The term of contract shall be one (1) year term with the option to renew for three (3) additional one (1) year terms.

2. SCOPE

- 2.1 The percentage of dissolved dry solids shall be at least 55%.
 - 2.1.1 Included in the attributes is a line item asking for percentage of dissolved dry solids.
- 2.2 The amount of the undissolved dry solid product shall pass through #6 sieve at a percentage of at least 99%.
- 2.3 In-house training shall be available to employees on how to handle and mix products.
 - 2.3.1 With up to three (3) training sessions optional.
- 2.4 Product shall be delivered to Public Works & Utilities, Street Maintenance Division at 901 West Bond Street, Lincoln, NE 68521.
 - 2.4.1 Pricing shall include delivery.
 - 2.4.2 Project Manager is Ty Barger.

3. ESTIMATED QUANTITIES

- 3.1 It is anticipated that the City will require approximately 90,000 gallons of beet juice throughout the contract period.
- 3.2 Estimated order/releases shall be 9,000 gallons at a time.
 - 3.2.1 The orders for 9,000 gallons shall be filled in no more than one (1) week.

Addendum #1
Annual Supply of Beet Juice for Street Maintenance
Bid No. 14-187

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Q. I would like to verify that the product would be only delivered to the 901 W. Bond facility listed?
A. The beet juice might only be delivered to 901 W. Bond, but there is potential that it we'll need this delivered to our Baldwin and South Street Shops too.

The Baldwin Shop address is: 3200 Baldwin Street
Lincoln, NE 68503

The South Street Shop address is: 3180 South Street
Lincoln, NE 68505

All other terms and conditions shall remain unchanged.

Dated this day of July 17, 2014.

Sharon Mulder
Asst. Purchasing Agent