

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
RADIO BATTERIES
BID NO. 14-213**

**OSI Batteries
6024 Culligan Way
Minnetonka, MN 55345
800.626.4173 X11**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between OSI Batteries, 6024 Culligan Way, Minnetonka, MN 55345, 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:

Annual Supply of Radio Batteries, Bid No. 14-213

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 \$24,610.00 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 for three (3) additional one (1) year renewals from the date of the executed contract.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Supplier Extra Attachments
 4. Specifications
 5. Special Provisions
 6. Instructions to Bidders
 7. Notice to Bidders
 8. 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

Jim K. [Signature]
Public Safety Director

Approved by:

Approved by Directorial Order 012247

dated December 19, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

OSI BATTERIES
Name of Corporation

6024 CULLIGAN WAY WINNETONKA, MN 55345
(Address)

By: *[Signature]*
Duly Authorized Official

SALES DIRECTOR - RICH PAGE
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	Radio Shop 901 W. Bond St., Suite 100 Lincoln, NE 68521-3667
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	14-213	Department		Department	
Title	Annual Supply of Radio Batteries	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	10/08/2014	Telephone	(402) 441-7428	Telephone	(402) 441-8444
Close Date	10/22/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company OSI Batteries
 Address 6024 Culligan Way
 Minnetonka, MN 55345
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (800) 6264173 11
 Fax 1 (952) 2940333
 Email
 Submitted 10/21/2014 10:29:44 AM CT
 Total \$24,601.00

Signature Rich Page

Email rich@osibatteries.com

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	Sample Contract	I acknowledge reading and understanding the sample contract.	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	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. Delivery MUST be made within 10 working days after receipt of order. Are you able to meet this requirement?	Yes
6	Pick-Up	I acknowledge that I have the capability to pick-up and properly dispose of the City's batteries listed below from the sole location of 2540 Fair Street, Lincoln, NE.	Yes
7	Warranty	Please state warranty terms for batteries found to be defective in materials and workmanship.	NiMH batteries shall maintain a minimum of 80% rated capacity for 12 months from date of shipment. NiCD batteries shall maintain a minimum of 80% rated capacity for 12 months from date of shipment.
8	Contact	Name of person submitting this bid:	Rich Page
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Renewal is an Option	Contract Extension Renewal is an option.	Yes
11	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. Yes C. December 2015
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	900	EA	7.5V, 2700 MAH Nickel Metal Hydride Battery for Jaguar, J700P, P7100, P7200 Portable Radios. Dimensions 4.63 x 2.32 x 0.88	\$25.19

Manufacturer: Harris or Equivalent Manufacturer #: BKB191210/4

Item Notes: NOTE: Batteries MUST match physical size and color of above referenced battery.

Supplier Notes: Minimum order quantity is 50 pcs for this item, please order in full case quantities of 50 pcs.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of Batteries Bid	OSI BATTERIES model OS191210/4

2	30	EA	7.5V, 1500 MAH Nickel Cadmium Battery for LPE Portable Radio. Dimensions 3.71 x 2.44 x 0.80.	\$17.00
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Manufacturer: Harris or Equivalent Manufacturer #: BKB191203/500

Item Notes: NOTE: Batteries MUST match physical size and color of above referenced battery.

Supplier Notes: Rated capacity is 1200mAh

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of Batteries Bid	OSI Batteries model OS1203

3	10	EA	7.5V, 1100 MAH Nickel Cadmium Battery for MRK Portable Radio. Dimensions 3.12 x 2.53 x 1.09	\$22.00
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Manufacturer: Harris or Equivalent Manufacturer #: 19A149838P1

Item Notes: NOTE: Batteries MUST match physical size and color of above referenced battery.

Supplier Notes: Rated capacity is 1000mAh

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of Batteries Bid	OSI Batteries model OS9838XT

4	30	EA	7.4V, 2000 MAH Lithium Ion Rechargeable Battery P5400, P5300, P5500, P7300 XG-25 & XG-75P Portable Radios, Includes belt clip	\$40.00
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Manufacturer: Harris or Equivalent Manufacturer #: BT-023406-005

Item Notes: NOTE: Batteries MUST match physical size and color of above referenced battery.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of Batteries Bid	OSI Batteries model OS234065LI
			Response Total: \$24,601.00