

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
PORTABLE SPEED CUSHIONS
QUOTE NO. 4804**

**Traffic Logix Corp.
3 Harriett Lane
Spring Valley, NY 10977
801.710.8584**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Traffic Logix Corp., 3 Harriett Lane, Spring Valley, NY 10977**, 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 Requirements for Portable Speed Cushions, Quote No. 4804 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a scaled 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 \$6,000.00 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. 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. Specifications
 4. Special Provisions
 5. Instructions to Bidders

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:

Terran J Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Neil Egan
Public Works & Utilities Director

Approved by Directorial Order 11369

dated July 15, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Traffic Logix Corp.
Name of Corporation

3 Harrier Lane Spring Valley
(Address) NY 10972

By: [Signature]
Duly Authorized Official

Secretary 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

Bid Creator Shelly Hinze, Buyer
 Email rhinzo@lincoln.ne.gov
 Phone 1 (402) 441-8313
 Fax 1 (402) 441-6513

 Bid Number 4804
 Title Annual Requirements for
 Portable Speed Cushions
 Bid Type Quote
 Issue Date 04/29/2014
 Close Date 5/5/2014 2:00:00 PM CT
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Rachelle Hinze, Buyer
 Purchasing
 Department
 Building Suite 200
 Floor/Room
 Telephone
 Fax
 Email rhinze@lincoln.ne.gov

Ship to Information

Address Public Works & Utilities,
 Engineering Services
 949 West Bond Suite
 200
 Lincoln, NE 68521
 Contact
 Department
 Building
 Floor/Room
 Telephone (402) 441-6576
 Fax
 Email

Supplier Information

Company Traffic Logix Corp.
 Address 3 Harriett Lane

 Contact Spring Valley, NY 10977
 Brett Ferrin
 Department
 Building
 Floor/Room
 Telephone 1 (801) 7108584
 Fax 1 (866) 995-6449 801
 Email bferrin@trafficlogix.com
 Submitted 5/5/2014 8:40:49 AM CT
 Total \$10,740.00

Signature _____

Supplier Notes

All prices include freight FOB Lincoln NE.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	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
2	Instructions to Bidders	I acknowledge reading and understanding the instructions to Bidders.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Product	List your Product Name/Mfg/Model Number:	Traffic Logix Speed Cushions
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	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. 1 year (5/31/15)
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	28 days
10	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
11	Contact	Name of person submitting this bid:	Brett G. Ferrin
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	12	EA	Portable Speed Cushions	\$895.00

Item Notes:

Supplier Notes: Markings are white reflective squares. Price includes freight.

Alt 1	12	EA	All Spec: speed cushions with white reflective arrows. Price also includes freight.	740.00
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Alt Manufacturer: Traffic Logix Alt Manufacturer #: white arrows

Item Notes:

Supplier Notes:

Response Total: \$10,740.00

ANNUAL REQUIREMENTS FOR PORTABLE SPEED CUSHIONS

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of these specification to describe the minimum acceptable requirements for the Annual Requirements for Portable Speed Cushions.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: 402-441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as addenda.
 - 1.3.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The City's agent responsible for the administration of this contract is Lonnie Burklund or his designated representative.
- 1.5 The term of the contract shall be a one year term with the options of three additional one year terms from the date of execution upon approval by both parties.

2. DIMENSIONS

- 2.1 Speed Cushions shall be able to be installed into various overall dimensions but they shall be constructed from standard interlocking modules measuring 18" x 42" with a thickness of 3".
- 2.2 Individual Speed Cushions constructed from these modules shall be capable of a size and layout of 6' by 7' square.
- 2.3 The entrance and exit gradient of the Speed Cushions shall be 7%.
- 2.4 The side gradient of the Speed Cushions shall be 35%.

3. MATERIAL

- 3.1 Speed Cushions shall be compression molded 100% recycled synthetic and natural rubber composite.
- 3.2 The Speed Cushion material shall have the following physical properties:
 - 3.2.1 Tensile strength – 500 psi
 - 3.2.2 Shore hardness – 70A
 - 3.2.3 Specific gravity – 1.1
- 3.3 Speed Cushion modules shall have a two directional tongue and groove interlocking system for connection between modules and increased stability.
- 3.4 Speed Cushions shall provide visible white, durable markings on the modules consistent with markings as per the MUTCD, latest edition.
- 3.5 Fasteners shall be provided with the Speed Cushion modules for installation of the modules by City of Lincoln staff; including:
 - 3.5.1 Six zinc plated steel lag bolts, 3/8" x 4"
 - 3.5.2 Plastic polypropylene shields for each bolt
 - 3.5.3 Six zinc plated steel washers, 3/8"
 - 3.5.4 Plastic shield mounting tool
- 3.6 A 2 year warranty shall be provided on all Speed Cushion components installed as per manufacturer installation instructions.

4. BASIS OF PAYMENT

4.1 Speed Cushions, 7' x 6' x 3" depth, shall be measured as a single unit and shall be paid for at the contract unit price bid per each.

4.1.1 This price and payment shall be full compensation for furnishing materials and fasteners necessary for each Speed Cushion of the size described, including all necessary installation instructions and user manuals.