

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR TIRES, TUBES AND TIRE SERVICE FOR THE FLEET
SERVICES DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of GCR Tire Center for Tires, Tubes and Tire Service for the Fleet Services Department, Options One (1), Two (2) and Three (3) in the approximate yearly amount of \$80,618.36, which is based on the per unit prices on the attached bid submitted by GCR Tire Center, is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 25th day of January, 2011.

Moved by Jim Warren, and seconded by Rusty Huke, that the above Resolution be adopted. Carried.

YEAS: <u>Rusty Huke</u> <u>Jim Warren</u> <u>John Thompson</u> <u>John Hildebrand</u> <u>Tom Richmond</u>	NAYS: <u>none</u> <hr/> <hr/>	ABSENT: <u>none</u> <hr/> <hr/>
		ABSTAIN: <u>none</u> <hr/> <hr/>



Attest:
SEAL

Dee Loughmaling
Sarpy County Clerk

Approved as to form and content:

[Signature]
Sarpy County Attorney

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and G.C.R. Tire Center, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Tires, Tubes and Tire Service for the Sarpy County Fleet Services; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Tires, Tubes and Tire Service in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at

www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Pat Clarke
Fleet Services Department
15100 S. 84th Street
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Mr. Curtis Foster
G.C.R. Tire Center
6706 L Street
Omaha, NE 68117

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2011.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Debra Honigtaling
Sarpy County Clerk

Tom Richard 1/29/2011
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: A.C.R. Tire Center

By: Curtis Foster (Curtis Foster)

Title: Manager

Attest:

Witness

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

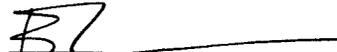
To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Award of Tires, Tubes and Tire Service

On January 5, 2011 the Purchasing Department received and opened two (2) bids for the tires, tubes and tire service contract for the Fleet Services Department (see attached bid tab). This was bid with three options, Option 1 was pursuit and passenger cars, and Option 2 was trucks and motor grader tires, and Option 3 was for tire service. This opened the specifications for more companies to bid.

After reviewing the bids it is recommend that the bid be awarded to the low bidder GCR Tire Center for Options 1, 2, and 3. I have attached a memo from Pat Clarke with his recommendation. This contract will be for a one year period with three one-year options.

If you have any questions, please feel free to contact me at 593-4476.

January 12, 2007


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Brian Hanson
Pat Clarke

SARPY COUNTY

FLEET SERVICE DEPARTMENT

15100 SOUTH 84TH STREET
PAPILLION, NE 68046
Phone 402-339-9985
FAX 402-339-7625

FLEET MANAGER
Patrick Clarke
pclarke@sarpy.com

January 14, 2011

To: Beth Cunard - Purchaser
From: Patrick Clarke - Fleet Manager
Ref: 2011 Tires, Tubes and Tire Service Bid

I have reviewed the tire bids with my staff. All of the bids were acceptable. I would recommend that Sarpy County enter into the contract with the overall low bid from GCR Tire Center for the options one, two and three for the purchase of tires and tubes and tire service. GCR has our current tire contract and has provided excellent service over the past years.

Any questions please call.

Sarpy County, Nebraska
Tires, Tubes Service
Bid Tab

Bid Opening:
2:30 p.m.
January 6, 2011

Option 1 - Pursuit Tires & Passenger Car Tires	Estimated Quantity	GCR Tire Center		Nebraskaland Tire	
		Unit Price	Extended Price	Unit Price	Extended Price
Pursuit Tires					
Firestone Fire Hawk PV41	30	\$75.00	\$2,250.00	\$74.50	\$2,235.00
Firestone FireHawk PVS	26	\$79.75	\$2,073.50	\$85.94	\$2,234.44
Firestone FireHawk GT-Z	80	\$96.00	\$7,680.00	\$99.00	\$7,920.00
Firestone FireHawk	80	\$103.00	\$8,240.00	\$112.12	\$8,969.60
Passenger Tires					
Firestone Affinity Touring	10	\$52.59	\$525.90	\$67.60	\$676.00
Firestone Affinity Touring 4 Ply	12	\$53.40	\$640.80	\$60.25	\$723.00
Firestone Insigna SE200	8	\$69.10	\$552.80	\$71.50	\$572.00
Firestone Destination LE	12	\$85.25	\$1,023.00	\$108.42	\$1,301.04
Firestone Destination LE ART #147067	20	\$100.20	\$2,004.00	\$120.05	\$2,401.00
Option 1 - Total			\$24,990.00		\$27,032.08
Option 2 - Light Truck, Heavy Duty, Motor Grader					
Light Truck Tires					
Bridgestone Revo 2	4	\$116.00	\$464.00	\$100.88	\$403.52
Bridgestone M700 HD Duravis	6	\$133.00	\$798.00	\$136.66	\$819.96
Bridgestone Transforce HT #189718	16	\$96.00	\$1,536.00	\$89.00	\$1,424.00
Bridgestone Revo II	20	\$138.00	\$2,760.00	\$150.87	\$3,017.40
Heavy Duty Truck & Trailer Tires					
Firestone T831 (10:00R20)	4	\$340.69	\$1,362.76	\$340.00	\$1,360.00
Firestone T831 (11:00R22.5)	38	\$288.00	\$10,944.00	\$381.00	\$14,478.00
Firestone T819	16	\$310.95	\$4,975.20	\$466.22	\$7,459.52
Firestone T560	8	\$245.00	\$1,960.00	\$259.87	\$2,078.96
Bridgestone M729/R250	12	\$200.09	\$2,401.08	\$271.06	\$3,252.72
Bridgestone R250F (245/70R19.5)	12	\$242.00	\$2,904.00	\$300.55	\$3,606.60
Bridgestone R250 (265/75R22.5)	4	\$282.00	\$1,128.00	\$303.82	\$1,215.28
Bridgestone M729 (245/70R19.5)	4	\$235.83	\$943.32	\$315.46	\$1,261.84
Firestone FT455	8	\$259.00	\$2,072.00	\$269.01	\$2,152.08
Firestone Transforce HT	4	\$123.00	\$492.00	\$160.71	\$642.84
Carlisle Multi-Tac C/S	4	\$92.00	\$368.00	\$61.11	\$244.44
Motor Grader Tires					
Bridgestone V-Steel Ultra Traction VUT	20	\$880.00	\$17,600.00	\$1,640.98	\$32,819.60
Misc. Equipment Tires					
Duraforce DT	4	\$275.00	\$1,100.00	\$198.92	\$795.68
Front Backhoe Tires #308	2	\$300.00	\$600.00	\$433.52	\$867.04
Rear Backhoe Tires #308	2	\$610.00	\$1,220.00	\$628.05	\$1,256.10
Option 2 - Total			\$55,628.36		\$79,155.58

Sarpy County, Nebraska
Tires, Tubes Service
Bid Tab

Bid Opening:
2:30 p.m.
January 6, 2011

	GCR Tire Center	Nebraskaland Tire
Option 3 - Tire Service		
Type of Service - Regular Hours		
Service Calls	\$20.00	\$45.00
Wheels Off	N/C	\$10.00
Dismount	\$6.00	\$9.50
Mount	\$6.00	\$9.50
Truck Flat Repair	\$12.00	\$30.50
14:00R24	\$30.00	\$52.50
OTR (20.5x25 & larger)	\$50.00	\$4.25
OTR Service Calls	\$20.00	\$95.00
OTR Labor Per Hour	\$40.00	\$95.00
Type of Service - After Hours		
Service Calls	\$45.00	\$110 per Hour
Wheels Off	N/C	
Dismount	\$6.00	
Mount	\$6.00	
Truck Flat Repair	\$12.00	
14:00R24	\$30.00	
OTR (20.5x25 & larger)	\$50.00	
OTR Service Calls	\$45.00	
OTR Labor Per Hour	\$40.00	
Type of Service - Sat, Sun & Hol.		
Service Calls	\$45.00	\$110 per Hour
Wheels Off	N/C	
Dismount	\$6.00	
Mount	\$6.00	
Truck Flat Repair	\$12.00	
14:00R24	\$30.00	
OTR (20.5x25 & larger)	\$50.00	
OTR Service Calls	\$45.00	
OTR Labor Per Hour	\$40.00	

SPECIFICATIONS

Tires, Tubes and Tire Service For Sarpy County Fleet Services

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: Thursday, 2:30 p.m., January 6, 2011

General Information

Notice to Vendors

Sarpy County is seeking proposals for Tires, Tubes and Tire Service for the Sarpy County Fleet Services. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of one (1) year commencing on February 1, 2011 through January 31, 2012, with three (3), one (1) year option periods. Sarpy County reserves the right to award the contract to more than one Vendor.

Vendor may bid on Option 1, Option 2, Option 3 or all. Option 1 is for the purchase of pursuit tires and passenger car tires. Option 2 is for the purchase of light truck tires, heavy duty truck tires, motor grader tires and service. Sarpy County reserves the right to award the options that are in the best interest of the County.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until Thursday, 2:30 p.m., January 6, 2011. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Tires, Tubes and Tire Service" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the Bid Form including attachments.

Requests for information and clarification questions must be received by December 30, 2010 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bcunard@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at Thursday, 2:30 p.m., January 6, 2011.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., Sarpy County Fleet Services Department, Main Shop, 15100 S. 84th Street, Papillion, Nebraska 68046 and Grenta Shop, 21804 R&R Road, Gretna, NE 68028. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Beth Cunard, Sarpy County Purchaser along with personnel from Sarpy County Fleet Services. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046 or bcunard@sarpy.com. **Requests must be received by 12:00 p.m., December 30, 2011 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of

RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms:

Invoices shall be delivered to the Fleet Services Office within twenty-four (24) hours of completion and delivery of the Repair/Service/Purchase.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a one (1) year period commencing on February 1, 2011 through January 31, 2012, with three (3), one (1) year option periods. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices

are to remain the same.

9. Renewal:

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination:

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements (Tire Service Only):

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this

Contract.

Specifications

1. Sarpy County is seeking proposals for Tires, Tubes and Tire Service for the Fleet Services Department. The successful Vendor will enter into a contract (see attached Exhibit A) for a period of one (1) year commencing on February 1, 2011 through January 31, 2012, with three (3) one (1) year option periods. Sarpy County reserves the right to award the Contract to more than one Vendor.
2. **Vendor may bid on Option 1, Option 2, Option 3 or all.** Option 1 is for the purchase of pursuit tires and passenger car tires. Option 2 is for the purchase of light truck tires, heavy duty truck tires, motor grade tires and tire service. Sarpy County will evaluate all bids received and award the contract in the best interest of the County.
3. It is the intent of Sarpy County to purchase as much tires, tubes and tire service as possible from the successful bidder, in order to maximize cost savings. However, Sarpy County reserves the right to purchase such tires, tubes and tire service as may be necessary from other vendors.
4. No action on the part of the successful Vendor needs to be taken at this time, order for supplies will be made as needed.
5. The Contract will be for a one (1) year period commencing on February 1, 2011 through January 31, 2012, with three (3) one (1) year option periods. Prices stated on bid form are to be firm, with no increase in cost, for the initial one (1) year period. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year.
6. Contract prices for Sarpy County shall include FOB, Sarpy County Fleet Services Department, Main Shop, 15100 S 84th ST, Papillion, NE 68046 and Gretna Shop, 21804 R&R Road, Gretna, NE 68028.
7. Purchases of tires, tubes and tire service will be in various quantities based on actual requirements.
8. Sarpy County reserves the right to make emergency purchases from any source if the need arises.
9. Quantities listed are based on past usage and are not to be construed as firm delivery quantities. Actual purchases of tires, tubes and tire service will be in various quantities based on actual requirements. Sarpy County reserves the right to order more or less quantities than those listed.
10. Contract shall be extended to tires, tubes and tire service not listed on the usage list. (Additional tires, tubes and tire service requirement for new/additional assets).
11. Technical/Information support is also requested (i.e. newsletter, hotline or website).

12. All bids must include latest net state pricing or federal government contract pricing or open market net pricing, whichever is less. Price lists and detailed information on types of tires and tubes bid and certification of performance must also be included.
13. The following information shall be included on all invoices for tires and tire service: County Unit, ID Number, Mileage/Hours, Type of Repair/Service/Purchase, Date of Repair/Service/Purchase, and Itemized Cost of Repair/Service/Purchase.
14. Invoices shall be delivered to Fleet Services Office within twenty-four (24) hours of completion and delivery of the Repair/Service/Purchase.
15. Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.
16. Vendor will provide the following company information on bid form:
 1. Years in business
 2. Number of employees
 3. Total sales for last three (3) years
17. Each Vendor must include with their proposal a list of no less than three references that have purchased specified product or service within the last two years. The list must include the name of the company, and the name and phone number of a contact person for each company.
18. Vendor shall attach a set of detailed specifications or advertising literature of systems to the bid form.
19. These specifications are minimum acceptable specifications. You may bid other than what is specified if it is higher than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.
20. A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

COMPANY NAME: G.C.B. Tire Center

Sarpy County, Nebraska
Tires, Tubes and Tire Service
Bid Form

Option 1 - Pursuit Tires and Passenger Car Tires					
Description	Make/Model (or approved equal)	Est. Qty	Manufacturer/ Type	Unit Price	Ext. Price
Pursuit Tires - Tires must be speed rated "V" minimum. Tires to be used for police pursuit/emergency operations.					
P225/60/R16 All Season Tread Load Index 97V	Firestone Fire Hawk PV41	30	Firestone	\$ 75.00	\$ 2250.00
P225/60/R16 Mud and Snow Tread Load Index 97V	Firestone FireHawk PVS	26	Firestone	\$ 79.75	\$ 2073.50
P235/55/R17 All Season Tread Load Index 98W	Firestone FireHawk GT-Z	80	Firestone	\$ 96.00	\$ 7680.00
P235/55/R17 Mud and Snow Tread Load Index 98W	Firestone FireHawk	80	Firestone	\$ 103.00	\$ 8240.00
Passenger Cars and SUV Tires					
P205/65/R15 All Season Tread Load Index 92H	Firestone Affinity Touring	10	Firestone	\$ 52.59	\$ 525.90
P215/70/R15 All Season Tread Load Index 97H	Firestone Affinity Touring 4 Ply	12	Firestone	\$ 53.40	\$ 640.80
P235/75/R15 All Season Tread Load Index 105S	Firestone Insigna SE200	8	Firestone	\$ 69.10	\$ 552.80
P265/70/R16 All Season Tread Load Index 111S	Firestone Destination LE	12	Firestone	\$ 85.25	\$ 1023.00
P265/70/R17 All Season Tread Load Index 113S	Firestone Destination LE ART #147067	20	Firestone	\$ 100.20	\$ 2004.00

Total for tires - Option 1					\$24990.00
Option 2 - Light Truck Tires, Heavy Duty Truck Tires, and Motor Grader Tires					
Description	Make/Model (or approved equal)	Est. Qty	Manufacturer/ Type	Unit Price	Ext. Price
Light Truck Tires					
LT235/75/R15 All Season Tread 6 Ply Load Index 104R/101R	Bridgestone Revo 2 Dueler AT 695	4	Bridgestone	\$ 116.00	\$ 464.00
LT245/75/R16 All Season Tread 10 Ply Load Index 120O/116O	Bridgestone M700 HD Duravis	6	Bridgestone	\$ 133.00	\$ 798.00
LT235/85/R16 All Season Tread 10 Ply Load Index 120Q/116Q	Bridgestone Transforce HT #189718	16	Firestone	\$ 96.00	\$ 1536.00
265/75/R16 All Season Tread 10 Ply	Bridgestone Revo II	20	Bridgestone	\$ 138.00	\$ 2760.00
Heavy Duty Truck and Trailer Tires					
10:00R20 Lugger Type Tread Radial, Tube Type 16 Ply Load Range H	Firestone T831	4	Firestone	\$ 340.69	\$ 1362.76
11:00R22.5 Lugger Type Tread Radial, Tubeless 16 Ply Load Range H	Firestone T831	38	Firestone	\$ 288.00	\$ 10944.00
315/80R22.5 On/Off Highway Tread Radial, Tubeless 20 Ply Load Range L	Firestone T819	16	Firestone	\$ 310.95	\$ 4975.20

Description	Make/Model (or approved equal)	Est. Qty	Manufacturer/ Type	Unit Price	Ext. Price
255/70R22.5 All Position Highway Tread Radial, Tubeless 16 Ply Load Range H	Firestone T560	8	Firestone	\$ 245 ⁰⁰	\$ 1960 ⁰⁰
225/70R19.5 On/Off Highway Tread Radial, Tubeless 12 Ply Load Range F	Bridgestone M729 R250	12	Bridgestone R250	\$ 200 ⁰⁹	\$ 2401 ⁰⁸
245/70R19.5 On/Off Highway Tread Radial, Tubeless 12 Ply Load Range G	Bridgestone R250F	12	Bridgestone	\$ 242 ⁰⁰	\$ 2904 ⁰⁰
265/75R22.5 14 Ply	Bridgestone R250	4	Bridgestone	\$ 282 ⁰⁰	\$ 1128 ⁰⁰
245/70R19.5 Lugger Type Tread Radial, Tubeless 14 Ply Load Range G	Bridgestone M729	4	Bridgestone	\$ 235 ⁸³	\$ 943 ³²
11R22.5 On/Off Highway Tread Radial, Tubeless 16 Ply Load Range H	Firestone FT455 FS560	8	Firestone	\$ 259 ⁰⁰	\$ 2072 ⁰⁰
LT 9.50R16.5 Trailer Tires Load Range E	Firestone Transforce HT	4	Firestone	\$ 123 ⁰⁰	\$ 492 ⁰⁰
23 x 10.50 x 12 NHS Tubeless Turf Tire - 4 ply rating	Carlisle Multi-Tac C/S	4	Carlisle	\$ 92 ⁰⁰	\$ 368 ⁰⁰

Description	Make/Model (or approved equal)	Est. Qty	Manufacturer/ Type	Unit Price	Ext. Price
Motor Grader Tires					
14:00R24 Ultra Traction Tread Radial, Tubeless, G2/L2	Bridgestone V-Steel Ultra Traction VUT	20	<i>Bridgestone</i>	\$ 880 ⁰⁰	\$ 17600. ⁰⁰
Miscellaneous Equipment Tires					
12-16-5 Skid Steer 10 Ply	Duraforce DT	4	<i>Firestone</i>	\$ 275 ⁰⁰	\$ 1100. ⁰⁰
12.5/80-18 Front Backhoe Tires #308 12 Ply		2	<i>Firestone</i>	\$ 300 ⁰⁰	\$ 600. ⁰⁰
19.5L/24 Rear Backhoe Tiers #308 12 Ply		2	<i>Firestone</i>	\$ 610 ⁰⁰	\$ 1220. ⁰⁰
Total for tires - Option 2					\$ 55628.36

Option 3 - Tire Service Costs			
Description	Regular Hours	After Hours	Sat., Sun., & Holidays
Service Calls	\$ 20 ⁰⁰	\$ 45.00	\$ 45 ⁰⁰
Wheels Off	\$ N/C	\$ N/C	\$ N/C
Dismount	\$ 6 ⁰⁰	\$ 6 ⁰⁰	\$ 6 ⁰⁰
Mount	\$ 6 ⁰⁰	\$ 6 ⁰⁰	\$ 6 ⁰⁰
Truck Flat Repair	\$ 12 ⁰⁰	\$ 12 ⁰⁰	\$ 12 ⁰⁰
Motor grader 14:00R24	\$ 30 ⁰⁰	\$ 30 ⁰⁰	\$ 30.00
OTR Flat Repair (20.5x25 & larger)	\$ 50 ⁰⁰	\$ 50 ⁰⁰	\$ 50 ⁰⁰

OTR Service Calls	\$ 20 ⁰⁰	\$ 45 ⁰⁰	\$ 45 ⁰⁰
OTR Labor Per Hour	\$ 40 ⁰⁰	\$ 40 ⁰⁰	\$ 40 ⁰⁰
Additional and Miscellaneous Charges (Invoice, Environmental or Shop Service Charges: Please Explain:			
Fuel Charge on Service Calls - \$12.00			

***Prices are to be F.O.B. - Sarpy County Fleet Services**

Service Company Name: GCR Tire Center
Service Company Rep: Curtis Foster
Service Company Address: 6206 L ST
City, State, Zip: Omaha Ne 68117
Service Company Phone: 402-331-8000
Service Company 24 Hour Phone: 402-331-8000

Company Information:

Years in business: 45 years as GCR
of employees 18
Total sales last 3 years 6000,000

References:

Company Name: Midwest Tire
Address: 1102 South 13 Omaha
Contact Name: Bernie Phone Number: 342-2248
Fax Number: _____ Date of Purchase: _____

Company Name: Heartland Tire
Address: 6223 Groves Omaha
Contact Name: John Phone Number: 393-8900
Fax Number: _____ Date of Purchase: _____

Company Name: Carpenter Tires
Address: 4436 Dahlman Av Omaha
Contact Name: Phil Phone Number: 731-2222
Fax Number: _____ Date of Purchase: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

S.C.R. Tire Center
Company Name
Curtis Foster

Curtis Foster
Company Representative (Please print)
402-331-8000

Authorized Signature

Telephone Number

Address

Fax Number

City, State & Zip

E-Mail Address

6706 L Ste

402-592-9537

Omaha NE 68117

Curtis.foster@getTires.com

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

**Exhibit "A"
AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and ACR Tire Center, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Tires, Tubes and Tire Service for the Sarpy County Fleet Services; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Tires, Tubes and Tire Service in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract

terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Pat Clarke
Fleet Services Department
15100 S. 84th Street
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: J.C.R. Tire Center
6706 L ST
Omaha NE 68117

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2011.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness

BID

FOR Tires, Service, Tubes,

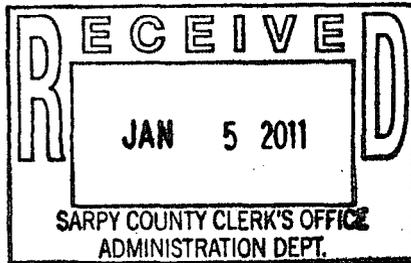
TO BE RECEIVED UNTIL 2:30 P.M.

DATE 1-6-2011

FROM GCR Tire Center

6706 L ST

Omaha Ne 68117



12:33pm
Sm

DEBRA HOUGHTALING
SARPY COUNTY CLERK
1210 GOLDEN GATE DRIVE
PAPILLION, NEBRASKA 68046-2895