

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AWARDING BID FOR**  
**OFFICE FURNITURE BY GROUP, PHASE 4**

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 each of the following groups for Sarpy County Office Furniture By Group, Phase 4 in the amounts listed are hereby accepted, ratified, and confirmed:

<b><u>GROUPS</u></b>	<b><u>VENDOR</u></b>	<b><u>AWARD AMOUNT</u></b>
A - ANFRA Products	Pay-Less Office Products, Inc.	\$4,025.00
B - Bergco	Shepards Business Interiors, Inc.	\$4,842.64
C - HON Furniture	All Makes Office Equipment Co.	\$9,607.69
D - Florense Office Furniture	Pay-Less Office Products, Inc.	\$3,983.00

- (2) That the Sarpy County Board of Commissioners hereby finds and determines that the bid from Bold Office Solutions for the purpose set forth above be and is hereby rejected. The Clerk of the County is hereby directed to notify all bidders of this Board's action and to take such other steps as may be necessary to effectuate the rejection of the offered bid.
- (3) 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 9th day of February, 2010.

Moved by Rich Jansen, and seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>Russell J. Jones</u>	<u>none</u>	<u>Tom Richards</u>
<u>Rich Jansen</u>	_____	_____
<u>Tom Jones</u>	_____	ABSTAIN:
<u>Patrick J. Thomas</u>	_____	<u>none</u>
_____	_____	_____

Attest:

SEAL



Approved as to form:

Fred D. Che...  
Sarpy County Clerk

W. M. ...  
Deputy County Attorney

**Office Furniture By Group - Phase 4  
 Bid Tab Totals  
 Sarpy County, Nebraska  
 January 28, 2010**

<b>VENDOR</b>	<b>Addendums 1 &amp; 2</b>	<b>Group "A" ANFRA Products Bid Totals</b>	<b>Group "B" Bergco Bid Totals</b>	<b>Group "C" HON Bid Totals</b>	<b>Group "D" Florence Office Furniture Bid Totals</b>
<b>All Makes</b>	<b>1 &amp; 2</b>	<b>NO BID</b>	<b>NO BID</b>	<b>\$9,007.00</b>	<b>\$4,260.00</b>
<b>AOI Corp.</b>	<b>1 &amp; 2</b>	<b>\$4,596.50</b>	<b>NO BID</b>	<b>\$12,468.25</b>	<b>\$4,715.91</b>
<b>BOLD Office Solutions</b>	<b>1 &amp; 2</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>
<b>BOLD Office Solutions (Alternate - SurfTech Geometry - 1GCP42L-VE Court Room Tables w/ specified laminate finish)</b>		<b>\$4,745.00</b>			
<b>BOLD Office Solutions (Alternate - Mayline Luminary Office Products)</b>					<b>\$3,224.00</b>
<b>Business Interior by Staples</b>	<b>1 &amp; 2</b>	<b>NO BID</b>	<b>NO BID</b>	<b>\$10,237.36</b>	<b>\$4,320.99</b>
<b>Commerical Concepts &amp; Furnishings</b>	<b>1</b>	<b>NO BID</b>	<b>NO BID</b>	<b>\$10,948.57</b>	<b>\$4,386.88</b>
<b>Pay-Less Office Products, Inc.</b>	<b>1 &amp; 2</b>	<b>\$4,025.00</b>	<b>\$5,002.00</b>	<b>\$10,389.00</b>	<b>\$3,983.00</b>
<b>Pay-Less Office Products (1% NET 10 Days)</b>	<b>1 &amp; 2</b>	<b>\$3,994.75</b>	<b>\$4,951.98</b>	<b>\$10,285.11</b>	<b>\$3,943.17</b>
<b>Sheppard's Business Interiors</b>	<b>1 &amp; 2</b>	<b>NO BID</b>	<b>\$4,842.04</b>	<b>\$10,997.45</b>	<b>\$4,365.23</b>

**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Pay-Less Office Products, Inc. hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion, Phase 4, Office Furniture By Group (Group A - ANFRA Products); 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 Bid 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 purchase, delivery and installation of office furniture 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.
- 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](http://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 (Exhibit B). Such invoices shall be submitted to:

Purchasing Department  
Sarpy County Courthouse  
1210 Golden Gate Drive  
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.

## IV. 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 provisions held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contain 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

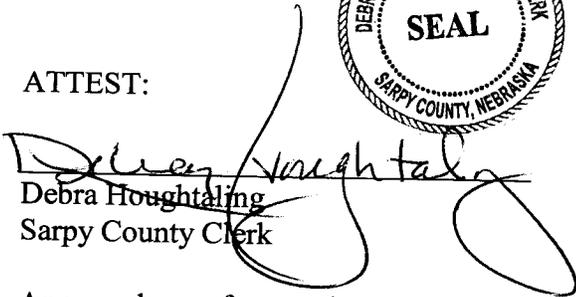
Vendor: Pay-Less Office Products, Inc.  
PO Box 390157  
Omaha, NE 68138

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 \_\_\_\_\_, 2010.

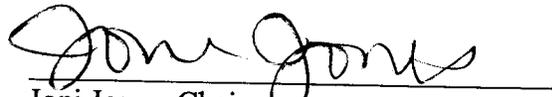
(Seal)



ATTEST:

  
Debra Houghtaling  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

  
Joni Jones, Chairman  
Sarpy County Board Of Commissioners

Approved as to form and content:

  
Deputy County Attorney

  
Vendor:

By: KEITH POWELL

Title: VICE PRESIDENT

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Sheppard's Business Interiors, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion, Phase 4, Office Furniture By Group (Group B - Bergco); 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 Bid 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 purchase, delivery and installation of office furniture 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.
- 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](http://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 (Exhibit B). Such invoices shall be submitted to:

Purchasing Department  
Sarpy County Courthouse  
1210 Golden Gate Drive  
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.

## IV. 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 provisions held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contain 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: Sheppard's Business Interiors, Inc.  
725 So. 72nd Street  
Omaha, NE 68114

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 9<sup>th</sup> day of February, 2010.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate



Debra Houghtaling  
Debra Houghtaling  
Sarpy County Clerk

Jon Jones  
Jon Jones, Chairman  
Sarpy County Board Of Commissioners

Approved as to form and content:

\_\_\_\_\_  
Deputy County Attorney

Sheppard's Business Interiors  
Vendor:

By: M. Bell  
Title: Account Manager

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_

**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and All Makes Business Equipment Company, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion, Phase 4, Office Furniture By Group (Group C - HON Furniture); 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 Bid 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 purchase, delivery and installation of office furniture 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.
- 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](http://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.
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- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid (Exhibit B). Such invoices shall be submitted to:

Purchasing Department  
Sarpy County Courthouse  
1210 Golden Gate Drive  
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.

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Clerk of Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

Vendor: All Makes Business Equipment Company  
2558 Farnam Street  
Omaha, NE 68131

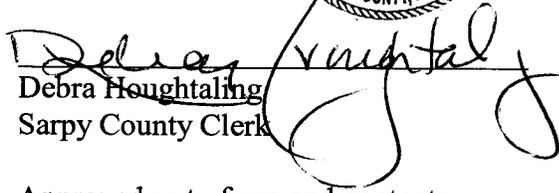
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 10 day of February, 2010.

(Seal)



COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

  
Debra Houghtaling  
Sarpy County Clerk

  
Joni Jones, Chairman  
Sarpy County Board Of Commissioners

Approved as to form and content:

  
Deputy County Attorney

All MAKES OFFICE EQUIP CO  
Vendor:

By: 

Title: Senior Sales

Attest:

Witness

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Pay-Less Office Products, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion, Phase 4, Office Furniture By Group (Group D - Florense Office Furniture); 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 Bid prepared by County;

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Purchasing Department  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, NE 68046

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

Vendor: Pay-Less Office Products, Inc.  
PO Box 390157  
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 9<sup>th</sup> day of February, 2010.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:



Debra Houghtaling  
Debra Houghtaling  
Sarpy County Clerk

Joni Jones  
Joni Jones, Chairman  
Sarpy County Board Of Commissioners

Approved as to form and content:

[Signature]  
Deputy County Attorney

[Signature]  
Vendor:

By: KEITH POWELL

Title: VICE PRESIDENT

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  
**FROM:** Lois A Spethman, Purchaser  
**RE:** Award Bid for Sarpy County Office Furniture By Group Phase 4

On January 28, 2010, the Purchasing Department opened seven bids for the purchase of Sarpy County Office Furniture By Group Phase 4. There are four different groups of furniture to be awarded individually.

A Bid from Bold Office Solutions was rejected because they submitted a bid for alternative court room tables in Group A. The County is not accepting alternatives. It is desired that the Bid furniture for the new or remodeled court rooms be consistent.

The Purchasing Department recommends that the Vendors listed below be awarded the bids. They are the lowest bidders in each Group, bid tab attached:

<u>GROUPS</u>	<u>VENDOR</u>	<u>AWARD AMOUNT</u>
A - ANFRA Products	Pay-Less Office Products, Inc.	\$4,025.00
B - Bergco	Shepards Business Interiors, Inc.	\$4,842.64
C - HON Furniture	All Makes Office Equipment Co.	\$9,607.69
D - Florense Office Furniture	Pay-Less Office Products, Inc.	\$3,983.00

The total of the four furniture groups to be awarded is \$22,458.33.

If you have any questions, please feel free to call me at 593-2102.

February 4, 2010

  
Lois A. Spethman

### Attachments

cc: Mark Wayne  
Deb Houghtaling  
Brian Hanson  
Scott Bovick