

Regular Agenda

12. Public Hearing and Resolution 2011-178: Award bid for low profile concrete deck truck scale for Landfill. Beth Cunard, Purchaser

MOTION: After a public hearing, Nekuda moved, seconded by Warren, to reject all bids for the "low profile concrete deck truck scale for the Landfill" and direct Purchasing to rebid this item with revised specifications. Ayes: Hike, Richards, Nekuda & Warren. Nays: None. Absent: Thompson.

**RESOLUTION AWARDING LOW PROFILE CONCRETE DECK TRUCK SCALE
FOR THE LANDFILL**

12

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the low profile concrete deck truck scale for the Landfill 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 Scale Sales and Service for Low Profile Concrete Deck Truck Scale in the amount of Fifty Thousand Fifty Dollars and No Cents (50,050.00) plus freight 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 _____ day of _____, 2011.

MOVED by _____, seconded by _____, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

Attest:

SEAL

County Clerk

Bid Tab
Low Profile Concrete Deck Truck Scale
for the
Sarpy County Landfill

Bid Opening:
2:00 p.m.
June 2, 2011

	Scale Source	Scale Sales & Service	Fairbanks Scales
Total Bid	\$124,735.00	\$50,050.00	\$110,789.00
Maintenance	\$325 Per Inspection	\$285 Per Inspection	\$4,250.00
Installation Date	Fall, 2011	August 8, 2011	September 15, 2011

COMPANY NAME: SCALE SPACES AND SERVICE

Sarpy County, Nebraska
Low Profile Concrete Deck Truck Scale
Bid Form

Total Bid: \$ 50,050⁰⁰ + FREIGHT
As Specified FREIGHT (ESTIMATE FOR TEMP AND PERMANENT
② \$6,000⁻
TOTAL

Preventative Maintenance: \$ 285 / PER INSPECTION
As Specified

*Prices are to be F.O.B. - 15100 S. 156th Street, Springfield, NE 68059

INSTALLATION DATE: AUGUST 8TH

Company Information:

Years in business: 7

of employees 12

Total sales last 3 years 3,000,000
3,000,000
3,000,000

References:

Company Name: G & P DEVELOPMENT LANDFILL
Address: MILFORD, NE
Contact Name: SCOTT Phone Number: 402-761-3451
Fax Number: _____ Date of Purchase: 2008
Email: _____

Company Name: SAPP BROS TRUCK STOPS
Address: OMAHA, NE
Contact Name: ~~SCOTT~~ PAULETTE Phone Number: 402-895-2121
Fax Number: _____ Date of Purchase: MULTIPLE
Email: _____

Company Name: FARMERS COOP - DORCHESTER
Address: DORCHESTER, NE
Contact Name: RON Phone Number: 402-946-2211
Fax Number: _____ Date of Purchase: MULTIPLE
Email: _____

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

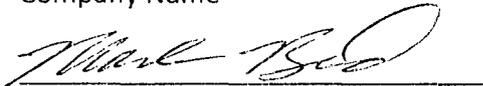
I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

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

SCALE SALES AND SERVICE

Company Name



Authorized Signature

8615 VERNON AVE

Address

OMAHA, NE 68134

City, State & Zip

MARK BIRD

Company Representative (Please print)

402-572-1100

Telephone Number

402-572-1104

Fax Number

MARK@SCALESALESANDSERVICE.NET

E-Mail Address

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

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 Scale Sales and Service, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Low Profile Concrete Deck Truck Scale for the Sarpy County Landfill; 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 Low Profile Concrete Deck Truck Scale 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:

Sarpy County Landfill
Attn: Duwaine Brigman
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.

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. Mark Bird
Scale Sales and Service
8615 Vernon Ave.
Omaha, NE 68134

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

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Concrete Deck Truck Scale

On June 2, 2011 the Purchasing Department opened three bids for the Low Profile Concrete Deck Truck Scale for the Landfill. After review, it is recommended that the bid be awarded to the low bidder, Scale Sales & Service for \$50,050.00 plus freight charges (estimated at \$6,000) for the installation of the scale. Installation will be beginning around August 8, 2011.

The bid has been reviewed by the Landfill and is recommended for approval. If you have any questions, please feel free to contact me.

June 9, 2011

Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Duwaine Brigman