

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR BRIDGE PLANK FOR LATERAL BRACING PROJECTS
FOR THE
PUBLIC WORKS DEPARTMENT

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 bridge plank for lateral bracing projects 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.

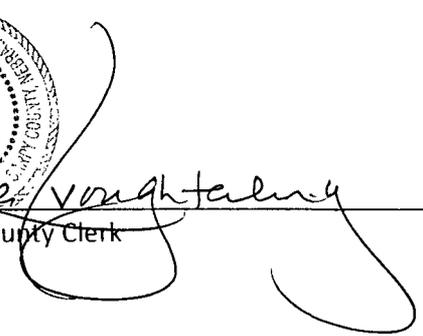
- (1) NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:
Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder taking into account all bid specification requirements, Midwest Service & Sales Co. for Bridge Plank for Lateral Bracing Projects in the amount of \$33,774.88 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.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 18th day of October, 2011.



Sarpy County Board Chairman




Sarpy County Clerk

SPECIFICATIONS

Bridge Plank for Lateral Bracing Projects For the Public Works Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 3:00 p.m., Tuesday, October 18, 2011

General Information

Notice to Vendors

Sarpy County is seeking proposals for Bridge Plank for Lateral Bracing Projects for the Public Works Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for the said services.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m., Tuesday, October 18, 2011. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Bridge Plank for Lateral Bracing Projects" 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 three (3) copies of the entire Bid Form including attachments.

Requests for information and clarification questions must be received by October 14, 2011 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 Clerk's 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 3:00 p.m., Tuesday, October 18, 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., 21804 R&R Road, Gretna

Nebraska 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 the Public Works Department. 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., October 14, 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:

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

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. Termination:

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

9. 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.

10. **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.

11. **Insurance Requirements:**

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 County is to be included as an additional insured on the insurance coverage required under this section.

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.

12. Assignment:

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

13. 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.

14. 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.

15. 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

Sarpy County is seeking bids for bridge plank for various lateral bracing projects. The selected Vendor is responsible for delivery of the product within the time stated on the Bid Form.

1. Hauling Requirements:

Vendor shall be responsible for legal weights hauled. Sarpy County will provide proper access and location along with unloading the truck. Sarpy County has adequate room for maneuvering of trucks.

2. Equipment Requirements:

All equipment utilized to haul the bridge plank shall be operated and maintained in good, serviceable condition and must comply with all current local, State and Federal regulations.

Vendor employees must wear appropriate protection gear at all times. Sarpy County reserves the right to reject non-skilled or inefficient operators.

3. Delivery Location & Time:

Bridge plank will be delivered to the Gretna Shop located at Highway 31 and R & R Road, specifically 21804 R & R Road, Gretna, NE 68028. Delivery times are from 6:00 a.m. until 2:30 p.m. Monday through Friday until Labor Day and from 7:00 a.m. until 3:30 p.m. thereafter.

4. Notification:

Vendor shall notify the Public Works Department at least two (2) business days before delivery. Failure of proper notification could result in rejection of the load.

5. Pricing:

Pricing shall include bridge plank, equipment, hauling, labor, fuel and insurance costs. **Pricing shall be fixed with no additional charges (i.e. fuel surcharges).**

6. Bridge Plank:

The County is requesting the following bridge planks for various lateral bracing projects. All planks will be inspected by the Public Works Department for quality assurance. Any planks that are rejected shall be replaced at no cost to the County.

3" x 12" Rough Cut Douglas Fir #1 Bridge Plank Untreated	
Item	Quantity
14' Plank	76
16' Plank	141
18' Plank	66
20' Plank	302
22' Plank	28
24' Plank	89

7. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

8. References:

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

9. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

10. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

11. Warranty:

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

Specifications of Lumber bid-- 90% No. 1, not more than 10% No. 2, Rough, Standard Sawn, Green Douglas Fir

1. _____
2. 3 different bids enclosed on lumber, all with different delivery dates.

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

COMPANY NAME: _____

Sarpy County, Nebraska
 Bridge Plank for Lateral Bracing Projects
 Bid Form

Specifications: 90% #1, not more than 10% #2, Rough, Std Sawn, Green, DF

3" x 12" Rough Cut Douglas Fir #1 Bridge Plank Untreated				
Item	Unit	Quantity	Unit Price	Extended Price
14' Plank	Each	76	\$ 32.21	\$ 2447.96
16' Plank	Each	141	\$ 36.81	\$ 5190.21
18' Plank	Each	66	\$ 43.66	\$ 2881.56
20' Plank	Each	302	\$ 51.79	\$ 15640.58
22' Plank	Each	28	\$ 60.86	\$ 1704.08
24' Plank	Each	89	\$ 66.41	\$ 5910.49
Total				\$ 33774.88

*Prices are to be F.O.B. - 21804 R & R Road, Gretna, NE 68028

All to be delivered except 32-3x12-18' and 224-3x12-20' within approximately 7 days. Balance to be delivered in approx. 3-4 Weeks. ARO

DELIVERY DATE: _____

Company Information:

Years in business: _____ 46 _____

of employees _____ 10 _____

Total sales last 3 years _____ \$14,681,072 _____

References:

Company Name: Gage County Highway Dept.
Address: 823 S 8 St., Beatrice, NE 68310
Contact Name: Nancy or Galen Phone Number: 402-223-1395
Fax Number: 402-223-1351 Date of Purchase: September 2011
Email: _____

Company Name: Clay County Highway Dept.
Address: 401 S Clay, Clay Center, NE 68933
Contact Name: Tom Roemmich II Phone Number: 402-762-3532
Fax Number: 402-762-3967 Date of Purchase: June 2011
Email: claycohiwaysupt@datacc.net

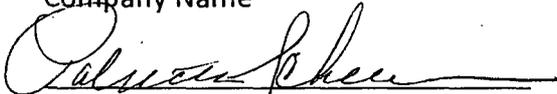
Company Name: Jefferson County Highway Dept.
Address: PO Box 394, FAirbury, NE 68352
Contact Name: Bill Hansel Phone Number: 402-729-6373
Fax Number: _____ Date of Purchase: September 2011
Email: jeffcchwysupt@diodecom.net

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**

Midwest Service and Sales Co. Steve Svatora - Salesman
Company Name Company Representative (Please print)
 _____
Authorized Signature Telephone Number
800-642-8302

402-352-5142
Address Fax Number
PO Box 533 sales@midwestserviceandsales.com
Schuyler, NE 68661
City, State & Zip E-Mail Address

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

