

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CONTRACT WITH**  
**DTS VENDING, INC. FOR VENDING SERVICES**

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,

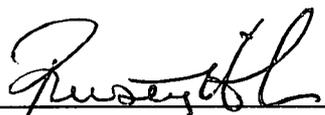
WHEREAS, proposals were informally received for vending services; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the proposals 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 THE Chairman of this Board together with the County Clerk be and hereby are authorized to execute on behalf of this Board a contract with DTS Vending, Inc., a copy which is attached hereto, the same being approved by the Board.

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 3<sup>rd</sup> day of April, 2012

  
 Sarpy County Board Chairman

ATTEST

  
  
 Sarpy County Clerk

# Deb Houghtaling

Fred Uhe  
Chief Deputy

# Sarpy County Clerk

Renee Lansman  
Assistant Chief Deputy

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1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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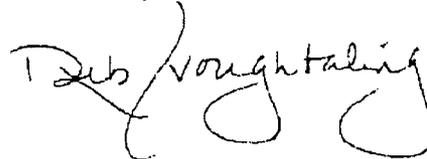
April 4, 2012

Darol Smith  
DTS Vending, Inc  
1513 Military Avenue  
Omaha, NE 68111

Re: Vending Services Contract

Enclosed is an original agreement which has been approved by the Sarpy County Board and signed by the Chairman on April 3, 2012.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large, stylized "D" and "H".

Deb Houghtaling  
Sarpy County Clerk

Enclosure  
DJH/sm

# 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 Garber, Senior Buyer/Contract Administrator  
(402) 593-4476

Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Vending Services

On February 28, 2012 the Board approved the termination of the current vending services contract with Treat America. The Purchasing Department requested proposals from several local vending companies and received two proposals. After reviewing the proposals and contacting references, it is recommended that the County enter into a new agreement with DTS Vending. DTS Vending is a small local company that appears to excel in customer service. Their references stated the employees are very friendly and the machines are adequately maintained.

Please feel free to contact me at [bgarber@sarpy.com](mailto:bgarber@sarpy.com) or the number listed above with any question.

March 26, 2012

  
\_\_\_\_\_  
Beth Garber

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson

## AGREEMENT

This Agreement is entered on April 3, 2012 by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, hereinafter "County", and DTS Vending, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for vending services for various County buildings; and,

WHEREAS, the Vendor has been awarded this agreement as a result of the proposal made by Vendor in response to the County's request; and,

WHEREAS, Vendor has the required qualifications and experience to provide vending services;

WHEREAS, the County is desiring to enter into an agreement with Vendor

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. Vendor will install, operate, maintain and service its vending equipment in a clean and sanitary condition in accordance with recognized standards along with all federal, state and local laws, ordinances, regulations and rules.
- B. Vendor will maintain all necessary permits, licenses, approvals and renewals required for the performance of this agreement.
- C. Vendor will maintain accurate records of all merchandise, inventory and sales in connection with this agreement. Vendor shall allow County the right to inspection of records upon reasonable notice during normal business hours at Vendor's location where such records are normally maintained.
- D. Vendor shall maintain machines at the following locations, hereinafter "Premises":
  1. Sarpy County Courthouse – Hall of Justice, E-911 (basement), Administration Wing, 1210 Golden Gate Drive, Papillion
  2. Law Enforcement Center, 1208 Golden Gate Drive, Papillion
  3. Sheriff's Office, 8335 Platteview Road, Papillion
  4. Juvenile Justice Center, 9701 Portal Rd, Papillion
  5. East Annex – Adult Probation, 1257 Golden Gate Drive, Suite 9W, Papillion
  6. Sarpy County Public Works, 15100 S. 156<sup>th</sup> St., Papillion
  7. Sarpy County Landfill, 15100 S. 156<sup>th</sup> Street, Springfield
  8. Adult Probation, 7511 S. 36<sup>th</sup> St., Bellevue
- E. Changing "Initial Pricing," as identified on the attached proposal, requires written approval by Sarpy County Purchasing.
- F. Vendor will pay County a monthly commission of 17% on "Net Vending Sales." All commission payments shall be paid to the "Sarpy County Treasurer". Late payments

may be penalized up to \$5 per machine per thirty (30) days late. Commission will be paid to County on the 15<sup>th</sup> of every month to the below address:

Sarpy County Fiscal Administration  
Attn: Lisa Timby  
1210 Golden Gate Drive  
Papillion, NE 68046

## II. DUTIES OF COUNTY

- A. County will keep clean the walls, floors and ceilings in the vending service areas. County will, at its expense, dispose of all refuse that may result from the performance of Vendor in this agreement.
- B. County will, at its expense, provide Vendor with the necessary and sufficient heat, light, water, electricity, air conditioning and, if reasonably necessary, additional utility lines and/or connections required for this agreement.
- C. County must approve placement of all vending machines.

## III. TERM

The agreement will be for a one (1) year period commencing on May 1, 2012 until April 30, 2013 and will automatically renew for one (1) year periods unless written notice is provided within thirty (30) days of the expiration.

## IV. ASSIGNMENT

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

## V. INDEPENDENT CONTRACTOR

The Vendor shall in the performance of the agreement 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.

## VI. TERMINATION

Either party may terminate the agreement for any reason with sixty (60) days written notice to the other.

Upon the termination of this agreement, Vendor will, as soon thereafter as is feasible and reasonable, vacate all parts of the Premises occupied by Vendor. This includes, but is not limited to removing vending machines and equipment and returning the Premises to the County, together with any equipment furnished by the County, in the same

condition as when originally made available to Vendor, excepting reasonable wear and tear, fire and other casualty loss.

VII. 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.

VIII. CONFLICT OF INTEREST

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.

IX. 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 immediately 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.

X. 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.

XI. IDEMNIFICATION

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 agreement.

XII. INSURANCE

Vendor and County shall indemnify each other from and against any physical damage to tangible property, bodily injury, and sickness each claim caused by the other party's negligent acts, omissions or willful misconduct of said party's agents or employees arising out of this Contract.

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

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.

A. Worker's 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.

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

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

D. Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverage required above. 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 Vendor, 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 Vendor 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.

E. 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 Sarpy County Clerk 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.

XIII. 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.

XIV. SCOPE OF AGREEMENT

This agreement, along with Attachment "A", respectively, 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 supersedes any other previous agreement. 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. Darol Smith  
DTS Vending Inc.  
1513 Millitary Ave.  
Omaha, NE 68111

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of April, 2012.

(Seal)



ATTEST:

[Signature]  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

[Signature] 4/3/12  
Chairperson  
Sarpy County Board of Commissioners

[Signature]  
Vendor

Approved as to form and content:

[Signature]  
Deputy County Attorney