BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR AGGREGATE HAULING
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for aggregate hauling 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 *Wessels Trucking* for the *Aggregate Hauling to 84th Street Yard* for *Three Dollars ($3.00) per ton* and *Aggregate Hauling to the Gretna Yard* for *Two Dollars and Ninety Five Cents ($2.95) per ton* is accepted, ratified, and confirmed.

(2) The low bid of *Kersten Trucking, Inc.* For the *Aggregate Hauling to the LaPlatte Yard* for *Three Dollars and Forty Five Cents ($3.45) per ton* is accepted, ratified, and confirmed.

(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.

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 27th day of August, 2013.

ATTEST: SEAL

Sarpy County Board Chairman

Sarpy County Clerk

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: Aggregate Hauling

On August 13, 2013 three (3) bids were opened for Aggregate Hauling for the Public Works Department. After reviewing the bids it is recommended the bid be awarded to the low bid from Wessels Trucking for $3.00 per ton for the 84th Street Yard and $2.95 per ton for the Gretna Yard along with the low bid from Kersten Trucking for $3.45 per ton for the LaPlatte Yard. The County is familiar with both of these companies and has had positive experiences.

The agreements will be for one year periods with two, one year options. If you have any questions, please feel free to contact me.

August 20, 2013

BGarber
Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson

Aggregate Hauling
for the
Public Works Department

3:00 p.m.
Tuesday, August 13, 2013

		Wessels Trucking		Cockerill Enterprise		Kersten Trucking	
	Est. Tons	Price Per Ton	Extended Price	Price Per Ton	Extended Price	Price Per Ton	Extended Price
Weeping Water to 84th Street Yard	15000	$3.00	$45,000.00	$3.24	$48,600.00	$3.45	$51,750.00
Weeping Water to Gretna Yard	20000	$2.95	$59,000.00	No Bid	--	$3.45	$69,000.00
Weeping Water to LaPlatte Yard	5000	$3.50	$17,500.00	$4.15	$20,750.00	$3.45	$17,250.00

Beth Garber

From: Rich Weber
Sent: Tuesday, August 20, 2013 6:26 AM
To: Beth Garber
Cc: Denny Wilson
Subject: Aggregate Hauling

Beth,
After reviewing the three bids for Aggregate Hauling I would like to recommend that we accept the low bid from Wessels Trucking for $3.00 per ton for the 84th street yard, and the low bid from Wessels Trucking for $2.95 per ton for the Gretna Yard. And the low bid from Kersten Trucking for $3.45 per ton for the Laplatte Yard. Both of these trucking companies have hauled for us in the past and have made the deliveries in a very timely and professional manner.

Rich Weber
Street Operations Manager
Sarpy County Public Works
15100 so 84th st
Papillion Ne, 68046-4627
Office 402-537-6912
Cell 402-689-0888

James Wessels
PO Box 72
Weeping Water NE 68463-0072

UNITED STATES POSTAL SERVICE

1000

68046

U.S. POSTAGE
PAID
WEEPING WATER, NE
68463
JUL 29, 13
AMOUNT
$1.32
00048961-

RECEIVED
JUL 31 2013
DEBRA L. HOUGHTALING
SARPY COUNTY CLERK
10:57 Am

Deb Houghtaling
Sarpy County Clerks Office
1210 Golden Gate Drive
Papillon, NE. 68046

Sealed Bid - Aggregate Hauling
Wessels Trucking (vendor)
3pm Aug. 13th 2013

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 Wessels Trucking, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Aggregate Hauling for the Public Works Department; 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 Aggregate Hauling in conformity with each and every term, condition, specification, and requirements 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:

Public Works Department
155100 South 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.

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 provision held to be invalid.

V. 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. James Wessels
Wessels Trucking
Box 72 200 E. J St.
Weeping Water, NE 68463

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 1 day of Sept., 2013.

(Seal)

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

ATTEST:

Houghtaling

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

8/27/13

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: Wessels Trucking

By: James B Wessels

Title: OWNER

Attest:

Witness

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

Aggregate Hauling

For the

Public Works Department

PROPOSALS DUE:

3:00 p.m., Tuesday, August 13, 2013

General Information

Notice to Vendors

Sarpy County is seeking proposals for Aggregate Hauling for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of one (1) year commencing October 1, 2013 until September 30, 2014 with two (2) one (1) year options. Sarpy County reserves the right to award the contract to more than one (1) vendor.

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, August 13, 2013. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Aggregate Hauling" 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.**

Requests for information and clarification questions must be received by 12:00 p.m., August 8, 2013 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@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 during the Sarpy County Board of Commissioners Meeting at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 3:00 p.m., Tuesday, August 13, 2013.

All bids submitted shall be valid for a period of ninety (90) 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, Nebraska. 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

Evaluation will be done by Beth Garber, 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.

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**

   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.

   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.

   No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., August 8, 2013 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

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

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. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, 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 upon request.

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 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. **Term**

The Contract will be for a one (1) year period commencing on October 1, 2013 until September 30, 2014 with two (2) one (1) year options. 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:

a) The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

b) 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.

c) 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

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. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

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

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.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. 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 Commercial General Liability and the Automobile Liability 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.

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.

18. 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.

19. 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.

20. Literature

Vendor shall attach three (3) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

21. 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.

22. Company Information

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

a. Years in business;
b. Number of employees; and,
c. Total sales for last three (3) years.

23. 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.

Technical Specifications

The Sarpy County Public Works Department is seeking bids for aggregate hauling services to various locations within Sarpy County from various material suppliers. Pricing for the bid should be submitted for hauling services only, excluding material. The County reserves the right to haul aggregate with County owned vehicles along with awarding the Contract to multiple vendors.

1. Hauling Requirements

Vendor shall be responsible for legal weights hauled. The average load size is approximately 27-30 tons. Vendor is responsible for unloading truck; however Sarpy County will maintain the stock piles. Sarpy County has room for maneuvering of trucks.

2. Equipment Requirements

All equipment shall be operated and maintained in good, serviceable condition and must comply with all current local, State, and Federal regulations. Sarpy County reserves the right to inspect equipment to ensure suitability. If, for any reason, the truck is rejected or the contractor doesn't perform, the County will not be liable for any charges.

Proposals shall include the type and number of trucks in vendor's fleet.

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

3. Aggregate Hauling

Sarpy County contracts hauling of aggregate from Weeping Water Quarry (Martin Marietta) to the 84th yard approximately 15,000 tons annually, Gretna yard approximately 20,000 tons annually, and LaPlatte Shop approximately 5,000 tons annually. The quantities shown on this request are based on estimated uses. Sarpy County reserves the right to increase or decrease quantities to meet actual hauling needs.

It is Sarpy County's intention to haul most of the road aggregate that is not hauled by Sarpy County with the selected vendors. However, Sarpy County reserves the right to haul with additional haulers as needed.

4. Hauling Locations & Times

Aggregate will be hauled to the 84th Yard located at 15100 S. 84th Street, the Gretna Shop located at Highway 31 and R & R Rd., and LaPlatte Shop located at 1101 LaPlatte Road during normal business hours. Hauling delivery times are from 6:00 a.m. until 2:30 p.m. Monday through Friday, Memorial Day until Labor Day and from 7:00 a.m. until 3:30 p.m. for the rest of the year.

5. Notification

Vendor shall indicate the minimum notification time required for delivery after telephone notification. However, minimum notification time shall not exceed forty-eight (48) hours for orders of 500 tons and ten (10) days for orders of 501 - 2,000 tons.

6. Price Increases

Bid prices shall remain fixed for sixty (60) days. Request to increase bid price must be submitted, in writing, at least thirty (30) days prior to increase to the Sarpy County Public Works Department. Sarpy County will not entertain a price increase of less than 2%. A request to an increase of 2% or more must include justification, actual documentation such as invoices that demonstrate an increase in cost to all customers, not just Sarpy County, and is not designed to increase profit beyond the level intended in the original bid price. A price increase will not be allowed for capital improvements or increased wages. Sarpy County shall receive full proportionate benefit of decreases immediately at any time during contract period.

7. Pricing

Pricing shall be per ton cost with all equipment, labor, fuel and insurance costs being the responsibility of the vendor. **Pricing shall be fixed with no additional charges (i.e. fuel surcharges).**

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: James b. Wessels
dba Wessels Trucking

Sarpy County, Nebraska
Aggregate Hauling
Bid Form

Weeping Water to 84th Street Yard

Price per Ton: $ 3.00

Weeping Water to Gretna Yard

Price per Ton: $ 2.95

Weeping Water to LaPlatte Yard

Price per Ton: $ 3.50

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

Minimum Notification Time Required for 500 Tons: 1 DAY
Must be 48 hours or less for orders of 500 tons or less

Minimum Notification Time Required for 501-2,000 Tons: 1-2 DAYS
Must be 10 days or less for orders of 501-2,000 tons

Type & Number of Trucks

Type:	**Number:**
Frieghtliner	7
International	1

Company Information

Years in business: 32 years

# of employees 8

Total sales last 3 years

2010 1,500,000
2011 1,500,000
2012 1,800,000

References

Company Name: Sarpy County
Address: Gretna Shop
Contact Name: Jim Schram Phone Number: 402 332-3381
Date of Purchase: Last 15 years Email:

Company Name: Martin Marietta Materials
Address: 38101 Weeping Water Mine Weeping Water, NE 68463
Contact Name: Terry Rogers Phone Number: 402 267-2455
Date of Purchase: Last 32 years Email:

Company Name: United Farmers Coop
Address: 2803 N. Nebr. Ave
Contact Name: DAN Mc Bride Phone Number: 402 366-6522
Date of Purchase: Last 23 years Email:

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 _____
Addendum #2 _____

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

Wessels Trucking	James B. Wessels
Company Name	Company Representative (Please print)
James B Wessels	402 690-3005
Authorized Signature	Telephone Number
P.O. Box 72 200 East J St.	402 267-5230
Address	Fax Number
Weeping Water, NE. 68463	James Wezd@Yahoo.com
City, State & Zip	E-Mail Address

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

Kersten Trucking, Inc.
14901 South 204th
Gretna, NE 68028

2:14 PM J

RECEIVED
AUG 13 2013
DEBRA J. HOUGHTALING
SARPY COUNTY CLERK

Aggregate & Hauling Bid

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 Kersten Trucking, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Aggregate Hauling for the Public Works Department; 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 Aggregate Hauling in conformity with each and every term, condition, specification, and requirements 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:

Public Works Department
155100 South 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.

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 provision held to be invalid.

V. 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. Larry Kersten
Kersten Trucking, Inc.
14901 S. 204th Street
Gretna, NE 68028

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 27th day of August, 2013.

(Seal)

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

ATTEST:

Houghtaling

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

8/27/13

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: Kersten Trucking Inc.

By:

Title: Pres.

Attest:

Witness

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

Aggregate Hauling

For the

Public Works Department

PROPOSALS DUE:

3:00 p.m., Tuesday, August 13, 2013

General Information

Notice to Vendors

Sarpy County is seeking proposals for Aggregate Hauling for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of one (1) year commencing October 1, 2013 until September 30, 2014 with two (2) one (1) year options. Sarpy County reserves the right to award the contract to more than one (1) vendor.

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, August 13, 2013. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Aggregate Hauling" 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.**

Requests for information and clarification questions must be received by 12:00 p.m., August 8, 2013 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@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 during the Sarpy County Board of Commissioners Meeting at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 3:00 p.m., Tuesday, August 13, 2013.

All bids submitted shall be valid for a period of ninety (90) 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, Nebraska. 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

Evaluation will be done by Beth Garber, 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.

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**

   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.

   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.

   No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., August 8, 2013 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

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

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. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, 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 upon request.

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 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. **Term**

The Contract will be for a one (1) year period commencing on October 1, 2013 until September 30, 2014 with two (2) one (1) year options. 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:

a) The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

b) 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.

c) 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

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. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

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

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.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. 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 Commercial General Liability and the Automobile Liability 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.

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.

18. 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.

19. 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.

20. Literature

Vendor shall attach three (3) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

21. 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.

22. Company Information

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

a. Years in business;
b. Number of employees; and,
c. Total sales for last three (3) years.

23. 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.

Technical Specifications

The Sarpy County Public Works Department is seeking bids for aggregate hauling services to various locations within Sarpy County from various material suppliers. Pricing for the bid should be submitted for hauling services only, excluding material. The County reserves the right to haul aggregate with County owned vehicles along with awarding the Contract to multiple vendors.

1. Hauling Requirements

Vendor shall be responsible for legal weights hauled. The average load size is approximately 27-30 tons. Vendor is responsible for unloading truck; however Sarpy County will maintain the stock piles. Sarpy County has room for maneuvering of trucks.

2. Equipment Requirements

All equipment shall be operated and maintained in good, serviceable condition and must comply with all current local, State, and Federal regulations. Sarpy County reserves the right to inspect equipment to ensure suitability. If, for any reason, the truck is rejected or the contractor doesn't perform, the County will not be liable for any charges.

Proposals shall include the type and number of trucks in vendor's fleet.

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

3. **Aggregate Hauling**

Sarpy County contracts hauling of aggregate from Weeping Water Quarry (Martin Marietta) to the 84th yard approximately 15,000 tons annually, Gretna yard approximately 20,000 tons annually, and LaPlatte Shop approximately 5,000 tons annually. The quantities shown on this request are based on estimated uses. Sarpy County reserves the right to increase or decrease quantities to meet actual hauling needs.

It is Sarpy County's intention to haul most of the road aggregate that is not hauled by Sarpy County with the selected vendors. However, Sarpy County reserves the right to haul with additional haulers as needed.

4. **Hauling Locations & Times**

Aggregate will be hauled to the 84th Yard located at 15100 S. 84th Street, the Gretna Shop located at Highway 31 and R & R Rd., and LaPlatte Shop located at 1101 LaPlatte Road during normal business hours. Hauling delivery times are from 6:00 a.m. until 2:30 p.m. Monday through Friday, Memorial Day until Labor Day and from 7:00 a.m. until 3:30 p.m. for the rest of the year.

5. **Notification**

Vendor shall indicate the minimum notification time required for delivery after telephone notification. However, minimum notification time shall not exceed forty-eight (48) hours for orders of 500 tons and ten (10) days for orders of 501 - 2,000 tons.

6. **Price Increases**

Bid prices shall remain fixed for sixty (60) days. Request to increase bid price must be submitted, in writing, at least thirty (30) days prior to increase to the Sarpy County Public Works Department. Sarpy County will not entertain a price increase of less than 2%. A request to an increase of 2% or more must include justification, actual documentation such as invoices that demonstrate an increase in cost to all customers, not just Sarpy County, and is not designed to increase profit beyond the level intended in the original bid price. A price increase will not be allowed for capital improvements or increased wages. Sarpy County shall receive full proportionate benefit of decreases immediately at any time during contract period.

7. **Pricing**

Pricing shall be per ton cost with all equipment, labor, fuel and insurance costs being the responsibility of the vendor. **Pricing shall be fixed with no additional charges (i.e. fuel surcharges).**

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: Kersten Trucking Inc.

Sarpy County, Nebraska
Aggregate Hauling
Bid Form

Weeping Water to 84th Street Yard

Price per Ton: $ 3.45

Weeping Water to Gretna Yard

Price per Ton: $ 3.45

Weeping Water to LaPlatte Yard

Price per Ton: $ 3.45

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

Minimum Notification Time Required for 500 Tons:
Must be 48 hours or less for orders of 500 tons or less

Start same Day or Next Day as Needed

Minimum Notification Time Required for 501-2,000 Tons:
Must be 10 days or less for orders of 501-2,000 tons

" "

Type & Number of Trucks

Type:	**Number:**
Truck & Pup	10- Units (Trucks & Pups)

Company Information

Years in business: 41 yrs

# of employees 12

Total sales last 3 years N/A

References Haul for Hire

Company Name: Consolidated Concrete
Address: Omaha
Contact Name: Randy Phone Number: 402-891-9355
~~Date of Purchase~~: Email: N/A

Company Name: Coreslab Structures
Address: Papillion
Contact Name: Brandie Phone Number: 402-291-0733
~~Date of Purchase~~: Email: N/A

Company Name: martin marietta
Address: Weeping water NE,
Contact Name: Terry Phone Number: 402-872-9308
~~Date of Purchase~~: Email: N/A

Sarpy County Hiway Dept.

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 _____
Addendum #2 _____

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

Kersten Trucking Inc.
Company Name

harry Kersten
Company Representative (Please print)

Authorized Signature

402-332-3709 / 402-300-6133
Telephone Number

14901 So 204
Address

402-332-4760
Fax Number

Gretna Ne. 68028
City, State & Zip

E-Mail Address

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