

BOARD OF COMMISSIONERS

SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR THE RENT OF TWO (2), TWO AND A HALF (2 ½) YARD WHEEL LOADERS 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 the rent of the wheel loaders have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, two late bids were received by the Sarpy County Clerk's Office; 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 NMC Cat for Rent of Two (2), Two and a Half (2 ½) Yard Wheel Loaders in the amount of Three Thousand Dollars (\$3,000.00) per Month for Wheel Loader #1 and Three Thousand Dollars (\$3,000.00) per Month for Wheel Loader #2 is accepted, ratified, and confirmed.
- (2) The Late Bids of Scott Van Keppel and OER Services received by the Clerk's office are directed to be returned unopened to the vendors.
- (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 26th day of November, 2013.

Jim Ware
Sarpy County Board Chairman

Attest:



SEAL

Cheryl Souman
County Clerk
Chief Deputy

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
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: Rental Wheel Loaders

On November 21, 2013, four (4) bids were opened for the Rent of Two (2) 2 ½ Yard Wheel Loaders for the Public Works Department. There were two late bids from Scott Van Keppel (Volvo) and OER Services that were not opened.

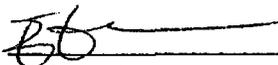
This was the second solicitation for this project. The original solicitation requested bids on October 31, 2013 and we did not receive any bids. After contacting the vendors it appeared they were unsure if they would have machines available or if they could meet the maximum hours allowed on the machine.

The loaders will be used from December 2, 2013 until April 1, 2014 for the purpose of winter salt and sand spreading on County roads. The Public Works Department stockpiles winter salt and sand at two remote locations – Chalco Hills Recreation and 44th & Giles St. These locations save significant driving time and allow faster reloading of the sanders.

After reviewing the bids it is recommended the bid be awarded to the low bidder, NMC for \$3,000 for each machine, a total of \$6,000 a month or \$24,000 for the total lease. The two machines proposed by NMC are adequate and will meet the needs for Public Works winter operations.

Please feel free to contact me with any questions at bgarber@sarpy.com.

November 22, 2013


Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Rich Weber
George Funderburk

Rent of Two, 2 1/2 Yard Wheel Loaders
for the

2:00 p.m., Thursday
November 21, 2013

Public Works Department

| | Murphy Tractor & Equipment | RoadBuilders Machinery | NMC | United Rentals | Scott Van Keppel |
|-----------------------|----------------------------|------------------------|-------------------|----------------|------------------|
| Wheel Loader 1 | | | | | |
| Make | John Deere | Komatsu | Cat | John Deere | Late Bid |
| Model | 444K | WA270-7 | 924 | 544 | |
| Bucket Capacity | 2.5 cy | 2.5 yd | 2.5-2 3/4 | 3 yd | |
| Hours | 80 hrs per month | 37 | 100 hrs per month | Over 1500 | |
| Rate per Month | \$3,100.00 | \$3,500.00 | \$3,000.00 | \$5,424.00 | |
| Rate per Week | | \$1,166.00 | \$1,400.00 | \$2,320.00 | |
| | | | | | |
| Wheel Loader 2 | | | | | |
| Make | John Deere | Komatsu | Cat | John Deere | |
| Model | 444K | WA250-6 | 924 | 544 | |
| Bucket Capacity | 2.5 cy | 2.5cy | 2.5-2 3/4 | 3 yd | |
| Hours | 80 hrs per month | 307 | 100 hrs per month | Over 1500 | |
| Rate per Month | \$3,100.00 | \$3,500.00 | \$3,000.00 | \$5,424.00 | |
| Rate per Week | | \$1,166.00 | \$1,400.00 | \$2,320.00 | |

Beth Garber

From: Rich Weber
Sent: Friday, November 22, 2013 7:22 AM
To: Beth Garber
Cc: Denny Wilson; Dannielle McKulsky; George Funderburk
Subject: Loader Bids

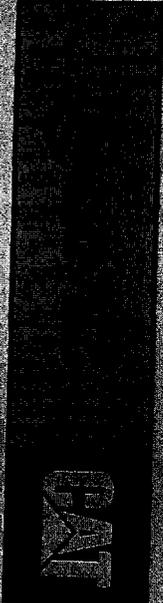
Beth,

After reviewing the four bids for the two rental wheel loaders I would like to recommend that we accept the low bid from NMC for \$3,000 per month each. We will rent these loaders starting December 2 for a four month period so the total bid amount will be \$24,000.

The reason that we are renting the loaders is that we stockpile our winter salt and sand mix at two remote locations one at Chalco Hills Recreation 148th and Giles and another at 44th and Giles. This allows our operators a place to reload their sanders close to the areas that they are plowing. This saves approximately 45 minutes of driving time if they had to go back to their base shop. An operator will reload their sanders anywhere from 3 to 10 times during a snow and ice event.

If you have any questions please give me a call
Rich

*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*



NMC, Inc.
10308 Sapp Bros. Dr.
Omaha, NE 68138

10:51
SW
RECEIVED
NOV 20 2013
DEBRA J. HOUGHTALING
SARBY COUNTY CLERK

~~**RECEIVED**
NOV 19 2013
DEBRA J. HOUGHTALING
SARBY COUNTY CLERK~~

FIRS
TIVM

"Sealed Bid -
Rent of two (2) two
Yard wheel loaders
NMC Cat Rental

Debo Houghtaling
Sarby County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders

**For the
Public Works Department**

PROPOSALS DUE:

2:00 p.m., Thursday, November 21, 2013

General Information

Notice to Vendors

Sarpy County is seeking proposals for Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders 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 commencing December 1, 2013 through April 15, 2014.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, November 21, 2013. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders" 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, three (3) copies of the completed proposal.

Requests for information and clarification questions must be received by 12:00 p.m., November 14, 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 Suite 1220, 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 Suite 1250
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 2:00 p.m., Thursday, November 21, 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 Departments. 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 Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., November 14, 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 a monthly 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 period commencing on December 1, 2013 through April 15, 2014.

9. Termination

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

10. 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.

11. 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.

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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

Sarpy County is seeking bids for the rental rates on two (2) wheel loaders from December 1, 2013 to April 15, 2014.

Minimum Specifications shall include:

1. 2.5 cubic yard bucket
2. Diesel with cold weather starting package
3. Cab – heater/defroster
4. Window wipers, front and rear
5. Maximum hours on used machine not to exceed 1500 hours
6. All normal repair and maintenance on loader shall be the responsibility of the renter.
7. All daily service, checking oil, fuel and greasing will be the responsibility of Sarpy County.
8. Insurance for the unit will be the responsibility of Sarpy County.

COMPANY NAME: NMC Cat

Sarpy County, Nebraska
Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders
Bid Form

Wheel Loader #1:

Make: CAT Model: 924
Bucket Capacity: 2 1/2 - 2 3/4 Hours: 100 HRS Per Month
Rate per Month: \$3000.00 Rate per Week: \$1400.00

Wheel Loader #2:

Make: CAT Model: 924
Bucket Capacity: 2 1/2 - 2 3/4 Hours: 100 HRS Per Month
Rate per Month: \$3000.00 Rate per Week: \$1400.00

*Prices are to be F.O.B. - Sarpy County, Nebraska

Company Information

Years in business: 75
of employees 300+
Total sales last 3 years _____

References

Company Name: Ash Grove
Address: 16215 Nebraska 50
Contact Name: Ryan O'Donnell Phone Number: 402-234-4838
Date of Purchase: _____ Email: _____

Company Name: City of Papillion

Address: City of Papillion
Contact Name: Doug Huggins Phone Number: 402-597-0265
Date of Purchase: _____ Email: _____

Company Name: City of LaVista
Address: City of LaVista
Contact Name: Dennis Jurson Phone Number: 402-980-4596
Date of Purchase: _____ 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 Please see Exceptions
Addendum #2 Please see Exceptions

Attachments: Literature/Cut-sheets
Warranty Information

NMC cat
Company Name

Authorized Signature

10608 Sapp Bros. Drive
Address

Omaha, NE 68138
City, State & Zip

Mike Szolek
Company Representative (Please print)
402-250-7488
Telephone Number

402-861-9244
Fax Number

Mike.szolek@nmcrental.com
E-Mail Address

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

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: NMC cat
10608 Sapp Bros. Drive
Omaha, NE 68128
402-250-7488

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Maximum hours on used machine not to exceed 2200 hours

2. 100 hours of use per month allowed

3.

3.

4.

5.

6.

7.

8.

9.

10.

Exhibit "A"
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 NMC Cat, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders 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 Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders 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.

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 NMC Cat, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders 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 Rent of Two (2), Two and a Half (2 1/2) Yard Wheel Loaders 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
15100 S. 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. Mike Szolek
NMC Cat
10608 Sapp Bros. Dr.
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 26th day of November, 2013.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Renee Larson
Sarpy County Clerk *chief deputy*

Jim Wane 11/26/13
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

B. Moore
Deputy County Attorney

Vendor: NMC Cat Rental

By: Mike Szolek

Title: Sales

Attest:

Gabriel Ram
Witness

Mike of Cat Rental