

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR MAGNESIUM CHLORIDE AND CALCIUM CHLORIDE
FOR THE SARPY COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for magnesium chloride and calcium chloride 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: the low bid of Husker Chem Sales for Magnesium Chloride and Calcium Chloride in the amount of \$0.88 per gallon for Magnesium Chloride, \$0.95 per gallon for 38% Calcium Chloride, and \$0.90 per gallon for 32% Calcium Chloride is accepted, ratified, and confirmed.

1. 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 _____ day of February, 2011.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk

Bid Tab
 Magnesium Chloride Calcium Chloride
 for the
 Sarpy County Public Works Department

Bid Open:
 Thursday, 2:00 p.m.
 February 2, 2012

		Scotwood Industries, Inc.		Husker Chem Sales	
		Unit Price	Extended Price	Unit Price	Extended Price
Magnesium Chloride - Dust Control	30,000	\$1.12	\$33,600.00	\$0.88	\$26,400.00
Calcium Chloride 38% - Road Base Stabilization	15,000	\$1.31	\$19,650.00	\$0.95	\$14,250.00
Calcium Chloride 32% - Winter De-Icing	20,000	\$1.08	\$21,600.00	\$0.90	\$18,000.00
Grand Total			\$74,850.00		\$58,650.00

COMPANY NAME: Huber Chem Sales

Sarpy County, Nebraska
 Magnesium Chloride and Calcium Chloride
 Bid Form

Description	Approx. # Gallons	Unit Price Per Gallon	Extended Price
Magnesium Chloride - Dust Control	30,000	\$ 0.88	\$ 26,400.00
Calcium Chloride 38% - Road Base Stabilization	15,000	\$ 0.95	\$ 14,250.00
Calcium Chloride 32% - Winter De-icing	20,000	\$ 0.90	\$ 18,000.00
Grand Total			\$ 58,650.00

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

Company Information:

Years in business:

28

of employees

4

Total sales last 3 years

References:

Company Name: Lynn-Riches Corp
 Address: 1315 Commercial Omaha, Ne 68121
 Contact Name: Mark Peaty Phone Number: 402-554-2727
 Fax Number: _____ Date of Purchase: _____
 Email: _____

Company Name: Douglas County
 Address: 15505 W. Maple Rd Omaha, Ne 68116-5122
 Contact Name: Floyd Starnes Phone Number: 402-444-6395
 Fax Number: _____ Date of Purchase: _____
 Email: _____

Company Name: Saunderland County
 Address: 433 N Chestnut Wahoo, Ne
 Contact Name: Steve Mike Phone Number: 402-443-8124
 Fax Number: _____ Date of Purchase: _____
 Email: _____

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

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

Addendum #1 _____
 Addendum #2 _____

Attachments: Literature/Cut-sheets

Shaker Chem Sales
 Company Name

GARY THOMPSON
 Company Representative (Please print)

 Authorized Signature

402-267-4155
 Telephone Number

36713 Fletcher Ave Box 405
 Address

402-267-3985
 Fax Number

Wagon Mtn, Ne 6843
 City, State & Zip

jenaservice@windstream.net
 E-Mail Address

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

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 Huakaw Chromy Selin hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Magnesium Chloride and Calcium Chloride for the Sarpy County 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 Magnesium Chloride and Calcium Chloride in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation

Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County 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.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State

of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Heather Chum Sales
30712 Fletcher Ave
Box 425
Wesley Vista, NE
68043

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

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: Huskie Chemical

By: Gary M. Dunningan

Title: General Manager

Attest:

Witness

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth 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: Award of Magnesium Chloride & Calcium Chloride

On February 2, 2012, two (2) bids were opened for Magnesium Chloride and Calcium Chloride for the Public Works Department. After reviewing the bids it is recommended the bid be awarded to the low bidder Husker Chem Sales. The price increased an average of 6% from the current contract price, which is less of an increase from 2009 and previous years. The contract will be for a period of one (1) year commencing on June 1, 2012 through May 31, 2013 with two (2), one (1) year options.

February 3, 2012


Beth Garber

cc: Mark Wayne
Deb Houghtaling
Scott Bovick
Brian Hanson
Rich Weber
Denny Wilson