

A-88374

C-14-0379

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
Equipment and Accessory Rental
Bid No. 14-137**

**NMC, Inc.
401 Northwest 56th Street
Lincoln, NE 68528
402-474-5566**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between NMC, Inc., 401 NW 56th St., Lincoln, NE 68528, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Equipment and Accessory Rental, Bid No. 14-137
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal. Pricing based on percentage under AED Green Book/Company Listing.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies and Public Building Commission is estimated to be \$45,000.00 during the contract period for all contracted vendors. The total cost of products or services for City Departments is estimated to be \$45,000.00 during the contract period for all contracted vendors.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a three year term with the option of one (1) additional three (3) year term.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Instructions to Bidders
 5. Insurance Requirements
 6. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Brown
Mayor

Approved by Resolution No. A-88374

dated July 14, 2014

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Jeffrey R. Haggerty
Public Building Commission Attorney

Gary Hudkins
Chairperson, Public Building Commission

dated 8-5-2014

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Brian Behrens
County Law

The Board of County Commissioners of
Lancaster, Nebraska

Bob Schorr
Paul Smayda
Darryl Rudolph
James [unclear]
James [unclear]
dated 7/29/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

NMC Cat Rental
Name of Corporation
930 West 0st. Lincoln, Ne 68528
(Address)

By: Bill Scholting
Duly Authorized Official
Rental Sales Representative
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information	Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Address
Email	rwalla@lincoln.ne.gov	Contact	Contact
Phone	1 (402) 441-8309	Department	Department
Fax	1 (402) 441-6513	Building	Building
Bid Number	14-137	Floor/Room	Floor/Room
Title	Annual Requirements - Equipment and Accessory Rental	Telephone	Telephone
Bid Type	Bid	Fax	Fax
Issue Date	05/14/2014	Email	Email
Close Date	5/30/2014 12:00:00 PM CT		
Need by Date			

Supplier Information

Company	NMC, Inc
Address	401 Northwest 56th Street
	Lincoln, NE 68528
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 474-5566
Fax	1 (402) 476-4208
Email	
Submitted	5/28/2014 11:30:16 AM CT
Total	\$885.00
Signature	

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	No
6	Contact	Name of person submitting this bid:	Bill Scholting
7	References	I have attached (2)two References to the Response Attachment section of this bid. References shall be from current customers which have contracted with you for the services required as listed in the specifications. Include Company Name, Address, Phone Number, Value of Contract and Contact Person. Type this information on company letterhead and attach to the Response Attachments section of your ebid.	Yes
8	Equipment Manufacturer	List the manufacturers name of the primary products you will provide under this contract.	Caterpillar, Genie, JLG, Sullair, Magnum, Wacker
9	Delivery Requirements	I have read and understand the time requirements for the delivery of equipment within 24 hours of placing an order.	Yes
10	Additional Items	I have attached a list of items and pricing not included in the AED Green Book which will be available to Owners if contract is awarded.	Yes
11	Order Process	I have attached detailed information on how my company will handle orders from the Owners in order to ensure that the pricing is correct and deliveries are guaranteed within 24 hours? (Attach this information on company letterhead with a detailed description)	Yes
12	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
13	Contract Term	I acknowledge and will accept a contract for a term of 3 years from the date of execution with an option for an additional 3 year term upon approval by both parties.	Yes
14	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
15	Declared Disaster or Emergency Situations	Do you agree to provide equipment as requested by the Owners according to the terms listed in the Specifications for declared disaster and emergency situations? Yes OR No. If Yes, will you charge an additional amount for delivery of equipment outside of normal business hours?	Yes; any additional delivery cost to be billed at NMC cost

Line Items

#	Qty	UOM	Description	Response
1	1	EA	HEAVY EQUIPMENT One Day Rental (8 hours)- Percent Under AED Green Book	5.00%
Item Notes:				
Supplier Notes: Subject to availability				
2	1	EA	HEAVY EQUIPMENT One Week Rental (40 hours)- Percent Under AED Green Book	5.00%
Item Notes:				
Supplier Notes: Subject to availability				
3	1	EA	HEAVY EQUIPMENT One Month Rental (176 hours)- Percent Under AED Green Book	3.00%
Item Notes:				
Supplier Notes: Subject to availability				
4	1	EA	INDUSTRIAL, CONTRACTOR,HOMEOWNER EQUIPMENT One Day Rental (8 hours)- Percent Under AED Green Book	5.00%
Item Notes:				
Supplier Notes: Subject to availability				
5	1	EA	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Week Rental (40 hours)- Percent Under AED Green Book	10.00%
Item Notes:				
Supplier Notes: Subject to availability				
6	1	EA	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Month Rental (176 hours)- Percent Under AED Green Book	10.00%
Item Notes:				
Supplier Notes: Subject to availability				
7	1	EA	Delivery Charge for HEAVY CONSTRUCTION EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT!	\$275.00
Item Notes:				
Supplier Notes:				

8	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT!	\$350.00
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Item Notes:

Supplier Notes:

9	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT!	\$150.00
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Item Notes:

Supplier Notes:

10	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT!	\$110.00
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Item Notes:

Supplier Notes:

Response Total:	\$885.00
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Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name The City of Lincoln				Name NMC			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 401 Northwest 56th St.			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68528	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Asst.

Purchasing Agent

Title

6/3/14
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.