

CONTRACT DOCUMENTS

**LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Annual Requirements
for
Supply of Mobile Electric Generators for
Emergency and Non-Emergency Use
Bid Number 14-273**

**NMC Inc.
10608 Sapp Bros. Drive
Omaha, NE 68138
402-891-7658**

**LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between NMC Inc., 10608 Sapp Bros. Drive, Omaha, NE 68138, hereinafter called "Contractor", 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:

Annual Requirements for Supply of Mobile Electric Generators for Emergency and Non-Emergency Use, Bid No. 14-273

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

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 use these services on an emergency and non-emergency basis as needed for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$ 50,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for the Public Building Commission shall not exceed \$ 50,000.00 during the contract term without approval by the Board of the Public Building Commission.

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 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 County" or "Building Commission") it shall mean the "Owners" encompassing Lancaster County and Lincoln-Lancaster County Building Commission.

8. Audit Provision: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Addendums 1 and 2
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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 LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: Jeffery P. Rodriguez
Public Building Commission Attorney

Kerry Hudson
Chairperson, Public Building Commission
dated 2.10.15

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:
Debra J. Johnson
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska
Todd Wittig
Debra Johnson
John Johnson
Kerry Hudson
Bill Avery
dated January 20, 2015

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:



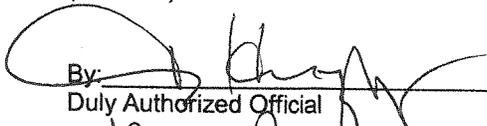
Secretary (SEAL)

NMC Inc

Name of Corporation

11002 Sapp Brothers Drive Orlando, NC

(Address) 68138

By: 

Duly Authorized Official

Vice President

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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	14-273 Addendum 2	Department		Department
Title	Supply of Mobile Electric Generators for Emergency and Non-Emergency Use for Lincoln Water System and other City of Lincoln and Lancaster County Facilities	Building	Suite 200	Building
		Floor/Room		Floor/Room
		Telephone	(402) 441-7428	Telephone
		Fax	(402) 441-6513	Fax
		Email	smulder@lincoln.ne.gov	Email
Bid Type	Bid			
Issue Date	11/12/2014			
Close Date	11/26/2014 2:00:00 PM CT			
Need by Date				

Supplier Information

Company	NMC Inc.
Address	10608 Sapp Bros. Drive Omaha, NE 68138
Contact	Kevin Christensen
Department	
Building	
Floor/Room	
Telephone	1 (402) 891-7658
Fax	1 (402) 861-9244
Email	kevinchristensen@nmcrental.com
Submitted	11/26/2014 9:53:56 AM CT
Total	\$21,166.58

Signature Kevin Christensen Email kevinchristensen@nmcrental.com

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
11/17/2014 1:00:00 PM	Pre-bid Meeting will be held on Monday, November 17, 2014 at 1:00 P.M., located in the lower level conference room at the Purchasing Office located at 440 S. 8th Street.	Pre-bid Meeting will be held on Monday, November 17, 2014 at 1:00 P.M., located in the lower level conference room at the Purchasing Office located at 440 S. 8th Street.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Kevin Christensen
7	Contractor Representative	Name of Contractor Representative that would be handling this contract.	Kevin Christensen
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) yes b)no
11	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
12	References	I have attached my References to the Response Attachment section of this bid.	Yes
13	Equipment Manufacturer's Specifications	I acknowledge that the equipment manufacturer's specifications have been attached in the Vendors Response Attachment Section of the bid.	Yes

14	Mobile Power Generator Equipment	I acknowledge that I have attached a list of other mobile power generation equipment available for rental available for rental is attached in the Vendors Response Attachment Section of the bid.	We offer a complete line of equipment to handle any rental need.
15	Price List	I acknowledge that our price list of other optional generator equipment available for rental is attached in the Vendors Response Attachment Section of the bid.	Yes
16	Inspection of Facilities and Existing Equipment	I acknowledge that our affidavit attesting we have inspected the City facilities per Specifications Section 2, 2.9 is attached in the Vendors Response Attachment Section of the bid.	Yes
17	Delivery Time/Location	State the delivery time and location for each generator.	Omaha-2 hours, Lincoln- 1 hour, Kansas City--8 hours, Des Moines--8 hours
18	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
19	Tax Exempt Certification 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 excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
20	Electronic Signature	Please check here for your electronic signature.	Yes
21	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
22	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Annual Standby Fee for Priority Status	\$4,000.00
Item Notes: Per Specifications Section 3, 3.1, 3.1.1 thru 3.1.3.				
Supplier Notes:				
2	1	EA	Mobilization Fee	\$2,900.00
Item Notes: Per Specifications Section 3, 3.2, 3.2.1 thru 3.2.3 This may be attached in the Vendors Response Attachment Section of the E-Bid.				
Supplier Notes:				
3	1	Hour	Hourly Rate for 1000 kW and 2000 kW Units	\$51.58
Item Notes: Per Specifications Section 3, 3.3, 3.3.1 and 3.3.2, 3.3.2.1 thru 3.3.2.3.				
Supplier Notes:				
Alt 1	1	Hour	Alt Spec: 2000kw hourly rate	94.35
Alt Manufacturer: CAT Alt Manufacturer #: CAT				
Item Notes: Per Specifications Section 3, 3.3, 3.3.1 and 3.3.2, 3.3.2.1 thru 3.3.2.3.				
Supplier Notes:				
4	1	Day	Daily Rate for 1000 kW and 2000 kW Units	\$4,750.00
Item Notes: Per Specifications Section 3, 3.3, 3.3.1 and 3.3.2, 3.3.2.1 thru 3.3.2.3.				
Supplier Notes:				
Alt 1	1	Day	Alt Spec: 2000kw daily rate unlimited hours based with all distribution for connections	9,500.00
Alt Manufacturer: CAT Alt Manufacturer #: CAT				
Item Notes: Per Specifications Section 3, 3.3, 3.3.1 and 3.3.2, 3.3.2.1 thru 3.3.2.3.				
Supplier Notes:				
5	1	Week	Weekly Rate for 1000 kW and 2000 kW Units	\$9,465.00
Item Notes: Per Specifications Section 3, 3.3, 3.3.1 and 3.3.2, 3.3.2.1 thru 3.3.2.3.				
Supplier Notes:				

Alt 1 1	Week	Alt Spec: 2000kw Weekly rate unlimited hours based with all distribution for connections.	17,450.00
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Alt Manufacturer: CAT Alt Manufacturer #: CAT

Item Notes: Per Specifications Section 3, 3.3, 3.3.1 and 3.3.2, 3.3.2.1 thru 3.3.2.3.

Supplier Notes:

Response Total:	\$21,166.58
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