RESOLUTION AWARDING BID FOR ROCK SALT
FOR THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, bids for rock salt purchase 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 Nebraska Salt & Grain for Rock Salt in the amounts of $54.70 per ton, peak delivery and $53.20 per ton, off-peak delivery is accepted, ratified, and confirmed.

2. 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 3rd day of April, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
Sarpy County Purchasing Department

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Rock Salt

On March 21, 2018, four (4) bids were opened for Rock Salt for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bid, Nebraska Salt & Grain, for $54.70 per ton for peak delivery and $53.20 per ton for off-peak delivery. The agreement is for a one year period commencing June 1, 2018 and has two (2), one (1) year renewal options.

The County has worked with Nebraska Salt and Grain over the past 40 years with positive experiences. Please contact me with any questions at bgarber@sarpy.com.

March 27, 2018

Beth Garber

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
Rich Weber
## Rock Salt
for the
Sarpy County Public Works Department

**Bid Open:**
Wednesday, 2:00 p.m.
March 21, 2018

<table>
<thead>
<tr>
<th></th>
<th>Independent Salt Company</th>
<th>Central Salt, LLC</th>
<th>Nebraska Salt &amp; Grain Co.</th>
<th>Paul Bartels Trucking</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Peak Delivery</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Crushed Rock Salt - Papillion Delivery</td>
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<tr>
<td><strong>Off-Peak Delivery</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crushed Rock Salt - Papillion Delivery</td>
<td>1,000</td>
<td>$56.00</td>
<td>$56,000.00</td>
<td>$53.45</td>
</tr>
<tr>
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<td>$56.00</td>
<td>$112,000.00</td>
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<td><strong>Grand Total</strong></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>$258,000.00</td>
<td>$246,405.00</td>
<td>$241,650.00</td>
<td>$266,430.00</td>
</tr>
</tbody>
</table>

**No Bid Vendors:**
- Compass Minerals
- Cargill, Inc.
- Morton Salt

P:\Rock Salt\2018\Bid Tab_rock salt.xls
Beth,  
After reviewing the four bids we received for rock salt for our winter de-icing, I would recommend that we accept the low bid from Nebraska Salt and Grain Co. for the total price of $241,650. We have been using this Vendor for the past 40 years and are very satisfied with their professional and timely service of the deliveries of salt.

Rich Weber  
Street Operations Manager  
Sarpy County Public Works  
15100 so 84th st  
Papillion Ne, 68046-4627  
Office 402-537-6912
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 Nebraska Salt & Grain Co., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Rock Salt 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 Rock Salt 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
Sarpy County Courthouse
1210 Golden Gate Drive
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, Suite 1250
Papillion, NE 68046

Vendor: Norman Geiken
Nebraska Salt & Grain Co.
PO Box 489
Gothenburg, NE 69138
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of April, 2018.

(Seal)

ATTEST:

Chairperson
Sarpy County Board of Commissioners

Approved as to Form:

Vendor: Nebraska Salt & Grain Co.

By: Norman Geiken
Title: President
**COMPANY NAME:** Nebraska Salt & Grain Co.

**Sarpy County, Nebraska**

**Rock Salt**

**Bid Form**

<table>
<thead>
<tr>
<th>Peak Delivery:</th>
<th>Estimated Tons</th>
<th>Unit Price Per Ton</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>Crushed Rock Salt – Papillion Delivery</td>
<td>500</td>
<td>$54.70</td>
<td>$27,350.00</td>
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<tr>
<td>Crushed Rock Salt – Gretna Delivery</td>
<td>1,000</td>
<td>$54.70</td>
<td>$54,700.00</td>
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</table>

<table>
<thead>
<tr>
<th>Off-Peak Delivery</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed Rock Salt – Papillion Delivery</td>
<td>1,000</td>
<td>$53.20</td>
<td>$53,200.00</td>
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<tr>
<td>Crushed Rock Salt – Gretna Delivery</td>
<td>2,000</td>
<td>$53.20</td>
<td>$106,400.00</td>
</tr>
</tbody>
</table>

**Grand Total** $241,650.00

*Prices are to be F.O.B. – Sarpy County

**Company Information**

- Years in business: 38
- # of employees: 75
- Total sales last 3 years:
  - $23,541,000
  - $23,066,000
  - $22,409,000

**References**

1. **Company Name:** Nebraska Department of Transportation
   - **Address:** PO Box 94759 Lincoln, NE 68509-4759
   - **Contact Name:** Ty Barger
   - **Phone Number:** 402-479-4787
   - **Date of Purchase:** Current
   - **Email:** ty.barger@nebraska.gov

2. **Company Name:** City of Sioux City
   - **Address:** PO Box 447 Sioux City, IA 51102-0447
   - **Contact Name:** Spero Vlahoulis
   - **Phone Number:** 712-279-6237
   - **Date of Purchase:** Current
   - **Email:** svlahoulis@sioux-city.org

3. **Company Name:** State of South Dakota Office of Procurement Management
   - **Address:** 523 E. Capitol Avenue Pierre, SD 57501-3182
   - **Contact Name:** Scott Nelson
   - **Phone Number:** 605-773-4275
   - **Date of Purchase:** Current
   - **Email:** Scott.Nelson@state.sd.us
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

Nebraska Salt & Grain Co.                      Norman Geiken
Company Name                                    Company Representative (Please print)
Authorized Signature                            308-537-7191
PO Box 489                                      Telephone Number
Address                                          
Gothenburg, NE 69138                            nsg@nsgco.com
City, State & Zip                                E-Mail Address

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

REQUEST FOR PROPOSALS

Rock Salt
For the
Public Works Department

PROPOSALS DUE:
2:00 p.m., Wednesday, March 21, 2018
General Information

Notice to Vendors

Sarpy County is seeking proposals for Rock Salt 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) years commencing June 1, 2018 until May 31, 2019 with two (2), one (1) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Wednesday, March 21, 2018. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Rock Salt” 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 March 15, 2018 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 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, Suite 1250
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 Administration Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Wednesday, March 21, 2018.

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. Destination, freight prepaid, 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, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. Requests must be received by March 15, 2018 at 12:00 p.m. 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, 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., 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, 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 one (1) year period commencing on June 1, 2018 until May 31, 2019 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:

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

a) 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.

b) 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. 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.

22. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

General Specifications

Sarpy County is seeking proposals for the supply and delivery of crushed rock salt for the Public Works Department. Vendors shall provide pricing for two separate conditions including Off-Peak (March through October) and Peak (November through February).

1. Locations:

Bids will be F.O.B. 15100 South 84th Street, Papillion, Nebraska and 21804 R&R Road, Gretna, Nebraska.

2. Pricing:

Bid prices shall remain firm 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 increase 2% or more must include justification, actual documentation such as invoices that demonstrate 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.

3. Shipments:

Shipments of crushed rock salt will be truckload lots of approximately twenty five (25) tons. Deliveries are to be made during normal working hours (except holidays) between 7:00 a.m. until 3:00 p.m., Monday through Friday. If an emergency exists, delivery may be made through prior arrangements with the receiving personnel. The unloading responsibility shall lie with the Vendor.

4. Orders and Delivery:

Orders will be placed by telephone stating the location, quantity and purchase order number followed later by a copy of the purchase order.
**Off-Peak Season (March through October)** orders will be placed as needed to refill salt storage facilities. Regular progress toward filling orders must be made. Delivery of orders placed before October 1st must be completed by October 31st. Orders placed during the month of October shall be completed by November 15th.

**Peak Season (November through February)** deliveries are to be accomplished within twelve (12) working days after receipt of order. If delivery as requested is unattainable, Sarpy County will be notified within twenty four (24) hours after Vendor receives the order. The number to call is (402) 537-6912. If the Vendor cannot make delivery as stated on the order, Sarpy County reserves the right to purchase crushed rock salt by any means it deems necessary to fulfill requirements and the Vendor may be held responsible for any excess costs.

5. **Weight Tickets:**

It is the responsibility of the Vendor to insure stamped weight tickets are provided for each load delivered. Payment will not occur until a stamped weight ticket is provided for each load, no exceptions. Hand written tickets will not be acceptable. All delivery tickets and invoices must reference the purchase order number so they can be easily identified.

6. **Dealer Requirements:**

As a condition of acceptance, Vendor declares that it is a bona fide dealer of crushed rock salt, that it is not primarily a transporter of goods for hire and if awarded a contract, the Vendor will either use its privately-owned equipment for delivery of crushed rock salt or obtain transportation through a non-owned duly licensed common carrier. Any subcontractor, including transporter, shall supply Sarpy County with a certificate of insurance that meet the stated requirements set within.

7. **Estimated Quantities:**

Quantities shown are estimated only and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak Season Crushed Rock Salt</td>
<td>1,500 tons</td>
</tr>
<tr>
<td>Off-Peak Season Crushed Rock Salt</td>
<td>3,500 tons</td>
</tr>
</tbody>
</table>

The Vendor, in accepting an award, agrees to furnish Sarpy County thirty (30) days prior to expiration of this contract, the actual volume purchased by the County.

8. **Public Works Contact:**

Please notify Rich Weber, Sarpy County Public Works Superintendent (402) 537-6912 as soon as you receive notification from the mine that your company has been put on allocations.
Technical Specifications

The following shall apply to all purchases of bulk crushed rock salt by Sarpy County.

1. **Salt Purity:**

   Salt purity will be a minimum of 95% sodium chloride content. The Vendor will be notified immediately of material not meeting specifications and will be expected to take action to correct the problem. If problems persist, all shipments from that Vendor will cease and contract termination may result.

2. **Material Specifications:**

   A. **Chemical Composition:**

      Sodium Chloride (NaCl) content shall be no less than 95.0 percent. Salt must meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

   B. **Gradation:**

      The Rock Salt shall comply with the following gradation requirements:

      | Sieve Size       | Percent Passing (by weight) |
      |------------------|------------------------------|
      | 1/2-in. (12.50 mm)| 100                          |
      | 3/8-in. (9.50 mm) | 95-100                       |
      | No. 4 (4.75 mm)  | 20-90                        |
      | No. 8 (2.36 mm)  | 10-60                        |
      | No. 30 (600 um)  | 0-15                         |

3. **Basis of Acceptance:**

   Rock Salt furnished under this Contract will be accepted on the basis of the producer certifying, in writing, the salt will be in compliance with the specifications for the duration of the contract period. The Letter of Certification must be furnished upon notification of contract award and within seven (7) days. The certification must be on the producer's letterhead, signed by the producer's representative and display the seal and signature of a Notary Public.

4. **Basis of Payment:**

   Random sampling of material will be done and if material is found to be of low salt content or out of gradation range a charge of 20% of the per ton price will be deducted from current invoices. Sampling and testing will be done in accordance with ASTM D632. The final decision will be with the Sarpy County Public Works Department.
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. ___________________________________________________________________________

2. ___________________________________________________________________________

3. ___________________________________________________________________________

4. ___________________________________________________________________________

5. ___________________________________________________________________________

6. ___________________________________________________________________________

7. ___________________________________________________________________________

8. ___________________________________________________________________________

9. ___________________________________________________________________________

10. __________________________________________________________________________
COMPANY NAME: ________________________________

Sarpy County, Nebraska
Rock Salt
Bid Form

<table>
<thead>
<tr>
<th>Estimated Tons</th>
<th>Unit Price Per Ton</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Peak Delivery:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crushed Rock Salt – Papillion Delivery</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>Crushed Rock Salt – Gretna Delivery</td>
<td>1,000</td>
<td>$</td>
</tr>
<tr>
<td><strong>Off-Peak Delivery:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crushed Rock Salt – Papillion Delivery</td>
<td>1,000</td>
<td>$</td>
</tr>
<tr>
<td>Crushed Rock Salt – Gretna Delivery</td>
<td>2,000</td>
<td>$</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Prices are to be F.O.B. – Sarpy County

Company Information

Years in business: ________________________________

# of employees: ________________________________

Total sales last 3 years: ________________________________

References

Company Name: ____________________________________________
Address: _______________________________________________
Contact Name: ___________________ Phone Number: _____________
Date of Purchase: _______________ Email: _____________________

Company Name: ____________________________________________
Address: _______________________________________________
Contact Name: ___________________ Phone Number: _____________
Date of Purchase: _______________ Email: _____________________

Company Name: ____________________________________________
Address: _______________________________________________
Contact Name: ___________________ Phone Number: _____________
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 ___________________
Addendum #2 ___________________

_________________________________  _____________________________ __________
Company Name   Company Representative (Please print)

_________________________________  _____________________________ __________
Authorized Signature   Telephone Number

_________________________________
Address

_________________________________
City, State & Zip   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 ______________________, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Rock Salt 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 Rock Salt 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  
Sarpy County Courthouse  
1210 Golden Gate Drive  
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, Suite 1250
       Papillion, NE 68046

Vendor:

_________________________________________
_________________________________________
_________________________________________
_________________________________________
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 __________________, 2018.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

________________________________   ____________________________ _____
Sarpy County Clerk                   Chairperson
Sarpy County Board of Commissioners

Approved as to Form:                 Vendor: ______________________
________________________________
Deputy County Attorney               By: ______________________
Title: ____________________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFESSIONS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Insurance Store, Inc.
P O Box 174
Sidney, NE 69162
Dennis R. Hicks

INSURED
NSG TRANSPORT, INC
NEBRASKA SALT & GRAIN CO
115 WEST 16TH STREET
GOTHENBURG, NE 69138

INSURER(S) AFFORDING COVERAGE

| INSURER A: | Employers Mutual Company | 21415 |
| INSURER B: | Employers Mutual Company | 21415 |
| INSURER C: | Employers Mutual Company | 21415 |

INJURY CLAIMS - MADE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
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<tr>
<td>GENERAL AGGREGATE</td>
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COVERAGE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>PROPERTY DAMAGE (PER ACCIDENT)</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

CANCELLATION

SARPYCO

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dennis R. Hicks

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STATE OF NEBRASKA

County of Sarpy

Being duly sworn, upon oath, Raylyn Ramsgard deposes and says that she is the Accounting Manager or Laura Estep-Bronk deposes and says that she is a Sales Representative or Ron Petak deposes and says that he is the Executive Editor of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was

Wednesday, March 7, 2018

Bellevue Leader
Gretna Breeze
Papillion Times
Springfield Monitor

Thereafter, Wednesday, March 14, 2018

Bellevue Leader
Gretna Breeze
Papillion Times
Springfield Monitor

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska.

The above facts are within my personal knowledge.

Raylyn Ramsgard
Accounting Manager

Ron Petak
Executive Editor

Laura Estep-Bronk
Sales Representative

Today's Date 3/14/2018

Signed in my presence and sworn to before me:

Notary Public

Printer's Fee $32.45
Customer Number: 210291
Order Number: 0002083510