RESOLUTION AWARDING LOWEST RESPONSIBLE BID FOR OPTION 1: MOWING, TRIMMING AND LAWN CHEMICAL APPLICATION AS PART OF THE LAWN CARE AND LANDSCAPE MAINTENANCE SERVICE BID FOR THE FACILITIES MANAGEMENT DEPARTMENT AND RESCIND A PORTION OF THE PRIOR BID AWARD

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, on March 27, 2018 the Board approved Resolution number 2018-093 awarding the low bids for lawn care and landscape maintenance to Patera Landscaping, LLC for Option 1: Mowing, Trimming and Lawn Chemical Application and to Dee Sign Landscaping for Option 2: Landscape Maintenance; and

WHEREAS, Patera Landscaping, LLC withdrew their bid effective April 6, 2018; and,

WHEREAS, based on the withdraw of Patera Landscaping, LLC’s bid, the Purchasing and Facilities Management Departments recommend Option 1: Mowing, Trimming and Lawn Chemical Application be awarded to the lowest responsible bidder, Best Cut Lawn Care, Inc.; and,

WHEREAS, all portions of Resolution 2018-093 in conflict with the award of bid to the lowest responsible bidder, Best Cut Lawn Care, Inc. for Option 1: Mowing, Trimming and Law Chemical Application are hereby rescinded, specifically any reference to Patera Landscaping, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT:

1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid for Option 1: Mowing, Trimming and Lawn Chemical Application as part of the Lawn Care and Landscape Maintenance Request for Proposals is hereby awarded to the lowest responsible bidder, Best Cut Lawn Care, Inc. for $15,665.00 is accepted, ratified, and confirmed.

2. Portions of Resolution number 2018-093 referencing Patera Landscaping, LLC approved by this Board on March 27, 2018 are hereby rescinded.

3. This Board’s Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 17th day of April 2018.

Attest
SEAL

Sarpy County Board Chairman

County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Bid Award for Option 1: Lawn Care

On March 27, 2018 the County Board awarded the bids for Lawn Care and Landscape Maintenance to Patera Landscaping, LLC for Option 1: Mowing, Trimming and Lawn Chemical Application and to Dee Sign Landscaping for Option 2: Landscape Maintenance. On April 6, 2018 Patera Landscaping, LLC withdrew their bid of $11,480 for Group 1: Mowing, Trimming and Lawn Chemical Application.

Facilities Management and Purchasing have contacted the references for the 2nd low bid, Best Cut Lawn Care, Inc. Their references are positive and we are comfortable with their bid of $15,665.00 for Group 1: Mowing, Trimming and Lawn Chemical Application as part of the Lawn Care and Landscape Maintenance Request for Proposals. Option 2: Landscape Maintenance is still awarded to lowest responsive bidder, Dee Sign Landscaping.

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

April 10, 2018

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
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 Best Cut Lawn Care, Inc., hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Lawn Care Services; Group 1: Mowing, Trimming, and Lawn Chemical Application for the Facilities Management 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 Lawn Care Services 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:

   Facilities Management 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: Mr. Clint Wilen
Best Cut Lawn Care, Inc.
6540 Russell Emmett Ct.
Papillion, NE 68133
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)

ATTEST:

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Approved as to Form:

Deputy County Attorney

Vendor: BEST CUT LAWN CARE INC.

By: Clint Hilen
Title: President
GROUP 1: MOWING, TRIMMING, AND LAWN CHEMICAL APPLICATION

Lawn Mowing & Trimming
All Areas, excluding the JJC Outer Area, Sarpy County Sheriff's Office, and Werner Park slope

Cost per visit: $365.00 x 26 WEEKLY VISITS = $9490.00

Lawn Mowing & Trimming
The JJC Outer Area

Cost per visit: $140.00 x 20 WEEKLY VISITS = $2800.00

Lawn Mowing & Trimming
Sarpy County Sheriff's Office, and Werner Park slope

Cost per visit: $105.00 x 10 WEEKLY VISITS = $1050.00

LAWN MOWING & TRIMING SUBTOTAL: $13,340.00

Fertilization

Cost and application of chemicals, per year (all areas, excluding the JJC Outer Area, Sarpy County Sheriff's Office, and Werner Park)

Step 1: Application Date: Early Spring (when Forsythia is in bloom)
Brand/Formula: 20-5-10 Ft. with pre-emergent
Cost of Chemicals & Application: $465.00

Step 2: Application Date: May
Brand/Formula: 20-5-10 Ft. with pre-emergent
Cost of Chemicals & Application: $465.00

Step 3: Application Date: July
Brand/Formula: 16-0-3
Cost of Chemicals & Application: $465.00
Step 4: Application Date: October
Brand/Formula: 40-0-4
Cost of Chemicals & Application: $465.00

Step 5: Sarpy County Sheriff's Office and Werner Park slope: Two Applications of Broadleaf Preventer to the prairie turf
Brand/Formula: 24-0-2
Cost of Chemicals & Application: $465.00

FERTILIZATION SUBTOTAL: $2,325.00

GROUP 1 GRAND TOTAL: $15,665.00

GROUP 2: LANDSCAPE MAINTENANCE

Cost per Hour: $30.00 per hr.

Disposal Fee, per visit: $30.00

Supplies, percent markup over cost: $__________

*Prices are F.O.B. – various locations, Sarpy County, NE

Company Information

Years in business: 21 years

# of employees: 8

Total sales last 3 years:
2015: $215,000.00
2014: $240,000.00
2013: $290,000.00
References

Company Name: Colonial Pointe Apartments
Address: 14022 Willmsburg Ct Bel Air MD 21015
Contact Name: Ben Duncan Phone Number:
Date of Purchase: 2013 Email: BNduncan@edwardrose.com

Company Name: Ebeling Begg & Clinic
Address: 2501 Capital Rd
Contact Name: Steven Rice Phone Number: 407-292-5902
Date of Purchase: 2010 Email: Stevens.Rice@uw.com

Company Name: Inter-Tech Collision Center
Address: 10105-3 23rd St Bel Air MD 21015
Contact Name: Tom Martin Phone Number: 410-208-0373
Date of Purchase: 2014 Email: Tom@Inter-TechCollision.com

Company Equipment

List all make, model, year of equipment to be used in association with this contract.

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<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Year</th>
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</thead>
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<td>2 Hustler</td>
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<td>2014</td>
</tr>
<tr>
<td>2 Hustler</td>
<td>52 inch mower</td>
<td>2016</td>
</tr>
<tr>
<td>Chevy 2500 HD</td>
<td>mowing truck</td>
<td>2015</td>
</tr>
<tr>
<td>H &amp; H enclosed</td>
<td>trailer</td>
<td>2007</td>
</tr>
<tr>
<td>H &amp; H</td>
<td>Dump trailer</td>
<td>2005</td>
</tr>
<tr>
<td>3 Redmanx Blower</td>
<td>4 Redmanx Blower</td>
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</tr>
</tbody>
</table>

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
*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.*
RESOLUTION AWARDING BID FOR LAWN CARE AND LANDSCAPE MAINTENANCE SERVICES
FOR THE FACILITIES MANAGEMENT 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 lawn care and landscape maintenance services have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, 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. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Patera Landscaping, LLC for Lawn Care and Landscape Maintenance Services; Group 1: Mowing, Trimming and Lawn Chemical Application in the amounts listed on the Bid Form is accepted, ratified, and confirmed.

2. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the most responsive bidder Dee Sign Landscaping for Lawn Care and Landscape Maintenance Services; Group 2: Landscape Maintenance for the cost of $42.00 per hour per person with additional fees for disposal and supplies as identified within the proposal is accepted, ratified, and confirmed.

3. This Board’s Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 27th day of March, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Lawn Care and Landscape Maintenance Bid Award

On March 15, 2018, nine (9) bids were opened for lawn care and landscape maintenance for the Facilities Management Department. The request for proposal was separated into two groups including lawn care and landscaping. Both groups included the County facilities of the Courthouse, Sheriff’s Office, JJC, Werner Park, and the Sarpy museum.

After reviewing the bids, it is recommended the bid for group 1: mowing, trimming and lawn chemical application be awarded to the low bidder, Patera Landscaping, LLC. For $11,480 for lawn care and $3,656 for chemical application for a total annual bid of $15,136. Bids for group 1 ranged from the low bid, $15,136 to $34,580. References were called for Patera and they were all positive.

For group 2, vendors were requested to submit bids on a cost per hour basis along with a disposal fee and percent markup for supplies. The specifications were written to allow for monthly meetings with the landscape vendor to help control costs and determine a work plan. Cost per hour generally ranged from $30 per hour per person to $105 hours per crew.

Additional verification showed that crew sizes varied by required work. It is recommended that group 2: landscape maintenance be awarded to the most responsive bidder, Dee Sign Landscaping. The County has worked with Dee Sign on several projects in the past with excellent results. The proposal submitted by Dee Sign was detailed and exceeded submittal requirements. Dee Sign bid $42 per hour with a work plan totally $26,735.00 for the season. Landscaping is a new bid item due to previous year’s landscape maintenance exceeding the sealed bid threshold. Facilities does not anticipate this new item to create additional budget expenses. Please contact me with any questions at bgarber@sarpy.com.

March 21, 2018

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Ross Richards

Beth Garber
## Lawn Care and Landscape Maintenance Services
for the
Facilities Management Department

**Bid Opening:**
2:00 p.m., Thursday
March 15, 2018

### Group 1: Mowing and Trimming

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<th>Area</th>
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<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<th>Extended Price</th>
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<tr>
<td>All Areas - excluding JJC, Sheriff’s Office, Werner Park</td>
<td>$553.00</td>
<td>$14,378.00</td>
<td>$393.75</td>
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<td>JJC Outer Area</td>
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<td>Sheriff’s Office</td>
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**Mowing & Trimming Subtotal**

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<th>Unit Price</th>
<th>Extended Price</th>
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<tr>
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### Group 1: Chemical Application

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**Chemical Application Subtotal**

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**Group 1 Grand Total**

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### Group 2: Landscape Maintenance

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<tr>
<th>Service</th>
<th>Cost per Hour</th>
<th>Disposal Fee, per visit</th>
<th>Supplies, percent markup over cost</th>
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<tr>
<td>Cuts per Hour</td>
<td>$55.00</td>
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<td>Covers per Man</td>
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<td>Supplies, per visit</td>
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<tr>
<td>Supplies, percent markup over cost</td>
<td>15.00%</td>
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## Lawn Care and Landscape Maintenance Services
### for the Facilities Management Department

**Bid Opening:**
2:00 p.m., Thursday
March 15, 2018

### Group 1: Mowing and Trimming

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<tr>
<th>Service Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>All Areas - excluding JJC, Sheriff's Office, Werner Park</td>
<td>26 Weeks</td>
<td>No Bid</td>
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**Mowing & Trimming Subtotal:**
$19,985.00
$20,300.00
$13,340.00
$23,884.00

### Group 1: Chemical Application

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<th>Step</th>
<th>Dee Sign Landscaping</th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Step 5</td>
<td>$500.00</td>
<td>$1,400.00</td>
<td>$465.00</td>
<td>$1,480.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Chemical Application Subtotal:**
$2,705.00
$5,600.00
$2,325.00
$5,280.00

**Group 1 Grand Total:**
$22,690.00
$25,900.00
$15,665.00
$29,164.00

### Group 2: Landscape Maintenance

<table>
<thead>
<tr>
<th>Cost per Hour</th>
<th>Dee Sign Landscaping</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<th>Extended Price</th>
<th>Unit Price</th>
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<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42.00</td>
<td>No Bid</td>
<td>$38.50</td>
<td>$30/Hour/Man</td>
<td>$38/Manhour</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$100 Spring/Fall Visits; $20</td>
<td>Monthly</td>
<td>$75.00</td>
<td>$20.00</td>
<td>$5.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplies, percent markup over cost</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%-100%</td>
<td>0.00%</td>
<td>No Bid</td>
<td>15.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 Patera Landscaping, LLC, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Lawn Care Services; Group 1: Mowing, Trimming, and Lawn Chemical Application for the Facilities Management 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 Lawn Care Services 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:

Facilities Management 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: Ms. Abby Charvat
        Patera Landscaping, LLC
        1625 County Road #7
        Yutan, NE 68073
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 27th day of March, 2018.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Vendor: Patera Landscaping, LLC

By: Abby Charvat

Title: Sales Manager
GROUP 1: MOWING, TRIMMING, AND LAWN CHEMICAL APPLICATION

Lawn Mowing & Trimming
All Areas, excluding the JJC Outer Area, Sarpy County Sheriff's Office, and Werner Park slope

Cost per visit: $280 \times 26 \text{ WEEKLY VISITS} = $7,280

Lawn Mowing & Trimming
The JJC Outer Area

Cost per visit: $80 \times 20 \text{ WEEKLY VISITS} = $1,600

Lawn Mowing & Trimming
Sarpy County Sheriff's Office, and Werner Park slope

Cost per visit: $260 \times 10 \text{ WEEKLY VISITS} = $2,600

LAWN MOWING & TRIMMING SUBTOTAL: $4,580

Fertilization

Cost and application of chemicals, per year (all areas, excluding the JJC Outer Area, Sarpy County Sheriff's Office, and Werner Park)

Step 1: Application Date: Early Spring (when Forsythia is in bloom)
Brand/Formula: 25-0-5.75N 38% Barricade
Cost of Chemicals & Application: $786

Step 2: Application Date: May
Brand/Formula: 25-0-5.75N 50% AS Mears
Cost of Chemicals & Application: $786

Step 3: Application Date: July
Brand/Formula: 16-0-5.50 50% AS Mears
Cost of Chemicals & Application: $786
Step 4: Application Date: October  
Brand/Formula: 25-0-5 50% AS Mears  
Cost of Chemicals & Application: $86

Step 5: Sarpy County Sheriff's Office and Werner Park slope: Two Applications of Broadleaf Preventer to the prairie turf  
Brand/Formula: Tri Power Selective Herbicide NuFarm  
Cost of Chemicals & Application: $512

FERTILIZATION SUBTOTAL: $3,656

GROUP 1 GRAND TOTAL: $3,656

GROUP 2: LANDSCAPE MAINTENANCE

Cost per Hour: $105 per hour per crew

Disposal Fee, per visit: $150 per tuck load/visit

Supplies, percent markup over cost: $15%

*Prices are F.O.B. – various locations, Sarpy County, NE

Company Information

Years in business: 22 years

# of employees: 25+

Total sales last 3 years: ___
References

Company Name: Pizza Machine
Address: 13955 South Plaza, Omaha, NE 68137
Contact Name: Phone Number: 402-829-1777
Date of Purchase: Email:

Company Name: Heritage Nursery
Address: 21330 Elkhorn Drive, Elkhorn, NE 68022
Contact Name: Phone Number: 402-289-1616
Date of Purchase: Email:

Company Name: Watkins Concrete Block Company
Address: 14306 Giles Road, Omaha, NE 68138
Contact Name: Phone Number: 402-896-0900
Date of Purchase: Email:

Company Equipment
List all make, model, year of equipment to be used in association with this contract.

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford</td>
<td>F250</td>
<td>2011</td>
</tr>
<tr>
<td>Ford</td>
<td>F250</td>
<td>2005</td>
</tr>
<tr>
<td>Ford</td>
<td>F550</td>
<td>2014</td>
</tr>
</tbody>
</table>

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
Patera Landscaping, LLC

Abby Charvat

Company Name

Company Representative (Please print)

402-706-5679

Telephone Number

1625 County Road #7

Address

Yutan, NE 68073

City, State & Zip

abby@pateralandscaping.com

E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
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 Dee Sign Landscaping, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Lawn Care Services; Group 2: Landscape Maintenance for the Facilities Management 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 Lawn Care Services 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.

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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:

   Facilities Management 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: Ms. Melissa Smith  
Dee Sign Landscaping  
8530 Blondo St.  
Omaha, NE 68134
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 21st day of March, 2018.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Chairperson
Sarpy County Board of Commissioners

Vendor: Dee-sign Landscaping

By: Melissa Smith
Title: Landscape Designer

Approved as to Form:

Deputy County Attorney
Sarpy County, Nebraska
Lawn Care Services
Bid Form

*All pricing is for the 2018 base year*
*All pricing shall be inclusive of all fees and surcharges.*

GROUP 1: MOWING, TRIMMING, AND LAWN CHEMICAL APPLICATION

Lawn Mowing & Trimming
All Areas, excluding the JJC Outer Area, Sarpy County Sheriff’s Office, and Werner Park slope

Cost per visit: $__________ X 26 WEEKLY VISITS = $__________

Lawn Mowing & Trimming
The JJC Outer Area

Cost per visit: $__________ X 20 WEEKLY VISITS = $__________

Lawn Mowing & Trimming
Sarpy County Sheriff’s Office, and Werner Park slope

Cost per visit: $__________ X 10 WEEKLY VISITS = $__________

LAWN MOWING & TRIMING SUBTOTAL: ________________

Fertilization

Cost and application of chemicals, per year (all areas, excluding the JJC Outer Area, Sarpy County Sheriff’s Office, and Werner Park)

Step 1: Application Date: Early Spring (when Forsythia is in bloom)
Brand/Formula: __________________________
Cost of Chemicals & Application: ________________

Step 2: Application Date: May
Brand/Formula: __________________________
Cost of Chemicals & Application: ________________

Step 3: Application Date: July
Brand/Formula: __________________________
Cost of Chemicals & Application: ________________
Step 4: Application Date: October
Brand/Formula: _________________
Cost of Chemicals & Application: ______________________

Step 5: Sarpy County Sheriff’s Office and Werner Park slope: Two Applications of Broadleaf Preventer to the prairie turf
Brand/Formula: _________________
Cost of Chemicals & Application: ______________________

FERTILIZATION SUBTOTAL: ______________________

GROUP 1 GRAND TOTAL: ______________________

GROUP 2: LANDSCAPE MAINTENANCE
Cost per Hour: $42

Disposal Fee, per visit: $100 SPRING/FALL VISITS $20 MONTHLY

Supplies, percent markup over cost: $ RANGES FROM 25% TO 100% SEE ATTACHED ESTIMATE

*Prices are F.O.B. – various locations, Sarpy County, NE

Company Information
Years in business: 20
# of employees 15-20
Total sales last 3 years
$160,261.41 2017
$538,920.16 2016
$535,319.88 2015
Company Equipment

List all make, model, year of equipment to be used in association with this contract.

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chevy</td>
<td>1500</td>
<td>2006</td>
</tr>
<tr>
<td>Ford</td>
<td>Ranger</td>
<td>2008</td>
</tr>
<tr>
<td>GMC</td>
<td>Sierra</td>
<td>2005</td>
</tr>
<tr>
<td>Chevy</td>
<td>Silverado 350</td>
<td>2003</td>
</tr>
<tr>
<td>GMC</td>
<td>K-2500</td>
<td>2011</td>
</tr>
<tr>
<td>Dump Trailer</td>
<td></td>
<td>2017</td>
</tr>
</tbody>
</table>

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
Dee Sign Landscaping

Company Name

Authorized Signature

8530 Blondo St

Address

OMAHA, NE 68134

City, State & Zip

Melissa Smith

Company Representative (Please print)

402 392 1444

Telephone Number

Dcatsign111@gmail.com

E-Mail Address

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

Specific areas on certain properties require manual maintenance instead of chemical maintenance due to drainways and heavy plantings.

1. Landscaping inside the fences at both Werner Park and the Juvenile center are not included.

2. Dead and dying tree/plant removal, along with replacements are not included.

3. All lawn care (mowing trimming and fertilizing) is not included.

4. There are several beds, tree rings and planting areas that are currently not maintained to the standards of our company. EX: Missing tree rings, properly cut edging around beds etc. Though we would like to maintain EVERYTHING at our company standards, we are unsure if you are interested in the additional expense. What we have proposed is an estimate to maintain these properties properly, but excluding the additional work that we feel should be done.
NOTE: The following estimate is for the 5 following properties:
Werner Park, Juvenile Justice Center, Sarpy County
Museum, Sheriffs Office, and all associated buildings located
at 1210 Golden Gate Drive.

Werner Park: *Excludes beds inside park
Labor to clean beds, 200 tree rings and install mulch on
spring visit for entrance beds
Debris disposal
Premium Hardwood Mulch per Yard *DISCOUNTED FROM
$35 TO $30 PER YARD
Pre-emergent
AL: Licensed Chemical Applicator. Includes 5 visits for the
season at 4 hours per visit *LABOR DISCOUNTED FROM
$50 to $42 Round-up Per Tank *Estimated amount for entire season
Grass B Gone *This is for proper chemical maintenance
around trees. *Round-up should not be used around trees on
a regular basis
*It is not our opinion that this particular property needs a fall
cleaning
Juvenile Justice Center: *Excludes landscaping inside the
fence

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Werner Park: *Excludes beds inside park</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Labor to clean beds, 200 tree rings and install mulch on spring visit for</td>
<td>67</td>
<td>42.00</td>
<td>2,814.00T</td>
</tr>
<tr>
<td>entrance beds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debris disposal</td>
<td>0.25</td>
<td>100.00</td>
<td>25.00T</td>
</tr>
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<td>Premium Hardwood Mulch per Yard *DISCOUNTED FROM $35 TO $30 PER YARD</td>
<td>36</td>
<td>30.00</td>
<td>1,080.00T</td>
</tr>
<tr>
<td>Pre-emergent</td>
<td>3</td>
<td>25.00</td>
<td>75.00T</td>
</tr>
<tr>
<td>AL: Licensed Chemical Applicator. Includes 5 visits for the season at 4</td>
<td>20</td>
<td>42.00</td>
<td>840.00T</td>
</tr>
<tr>
<td>hours per visit *LABOR DISCOUNTED FROM $50 to $42 Round-up Per Tank</td>
<td>2</td>
<td>50.00</td>
<td>100.00T</td>
</tr>
<tr>
<td>*Estimated amount for entire season</td>
<td>5</td>
<td>20.00</td>
<td>100.00T</td>
</tr>
<tr>
<td>Grass B Gone *This is for proper chemical maintenance around trees.</td>
<td>0</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>*Round-up should not be used around trees on a regular basis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*It is not our opinion that this particular property needs a fall cleaning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juvenile Justice Center: *Excludes landscaping inside the fence</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL                                                                                       0.00 0.00T
Dee-sign Landscaping & Garden Shop
8530 Blondo Street
Omaha, Nebraska
68134

NAME / ADDRESS
Beth Garber Purchasing
Purchasing/Contract Ad
1210 Golden gate dr
Papillion, NE 68046

---

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Cleaning, pre-emergent applications and mulching</td>
<td>10</td>
<td>42.00</td>
<td>420.00T</td>
</tr>
<tr>
<td>AL: Licensed Chemical Applicator. Includes 5 visits for the season at 1.5 hours per visit *LABOR DISCOUNTED FROM $50 to $42</td>
<td>8</td>
<td>42.00</td>
<td>336.00T</td>
</tr>
<tr>
<td>Shrub trimming in June (after bloom), manual maintenance one visit</td>
<td>6</td>
<td>42.00</td>
<td>252.00T</td>
</tr>
<tr>
<td>Debris disposal</td>
<td>0.25</td>
<td>100.00</td>
<td>25.00T</td>
</tr>
<tr>
<td>Pre-emergent</td>
<td>1</td>
<td>25.00</td>
<td>25.00T</td>
</tr>
<tr>
<td>Round-up Per Tank *Estimated amount for entire season</td>
<td>0.5</td>
<td>50.00</td>
<td>25.00T</td>
</tr>
<tr>
<td>Grass B Gone *This is for proper chemical maintenance around trees *Round-up should not be used around trees on a regular basis</td>
<td>1</td>
<td>20.00</td>
<td>20.00T</td>
</tr>
<tr>
<td>*It is not our opinion that this particular property needs a fall cleaning</td>
<td>0</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>Sarpy County Museum:</td>
<td>0</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>Labor for spring cleaning, pre-emergent applications and mulching</td>
<td>16</td>
<td>42.00</td>
<td>672.00T</td>
</tr>
<tr>
<td>Premium Hardwood Mulch per Yard *DISCOUNTED FROM $35 TO $30 PER YARD</td>
<td>10</td>
<td>30.00</td>
<td>300.00T</td>
</tr>
<tr>
<td>Pre-emergent</td>
<td>2</td>
<td>25.00</td>
<td>50.00T</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>Phone #</th>
<th>E-mail</th>
<th>Web Site</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(402) 392-1444</td>
<td><a href="mailto:deesign111@gmail.com">deesign111@gmail.com</a></td>
<td><a href="http://www.dee-signlandscaping.com">www.dee-signlandscaping.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Page 2
We propose to do manual maintenance on this property instead of chemical maintenance due to the large amount of existing plant material. Labor includes 5 visits at 8 hours each.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor for fall Cleaning</td>
<td>10</td>
<td>42.00</td>
<td>420.00T</td>
</tr>
<tr>
<td>Debris disposal * anticipated amount for entire season</td>
<td>0.5</td>
<td>100.00</td>
<td>50.00T</td>
</tr>
<tr>
<td>Sheriffs Complex: * 3 vegetable garden beds not included</td>
<td></td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>Spring cleaning includes edging all island beds, cutting back grasses etc. applying pre-emergent and Mulch</td>
<td>42</td>
<td>42.00</td>
<td>1,764.00T</td>
</tr>
<tr>
<td>Pre-emergent</td>
<td>3</td>
<td>25.00</td>
<td>75.00T</td>
</tr>
<tr>
<td>Premium Hardwood Mulch per Yard * DISCOUNTED FROM $35 TO $30 PER YARD</td>
<td>22</td>
<td>30.00</td>
<td>660.00T</td>
</tr>
<tr>
<td>AL: Licensed Chemical Applicator. Includes 3 visits for the season at 3 hours per visit * LABOR DISCOUNTED FROM $50 to $42</td>
<td>9</td>
<td>42.00</td>
<td>378.00T</td>
</tr>
<tr>
<td>Round-up Per Tank * Estimated amount for entire season</td>
<td>1</td>
<td>50.00</td>
<td>50.00T</td>
</tr>
<tr>
<td>Grass B Gone * This is for proper chemical maintenance around trees * Round-up should not be used around trees on a regular basis</td>
<td>4</td>
<td>20.00</td>
<td>80.00T</td>
</tr>
<tr>
<td>Manual Maintenance for heavily planted areas. Includes 3 visits at 6 hours each.</td>
<td>18</td>
<td>42.00</td>
<td>756.00T</td>
</tr>
</tbody>
</table>
**NAME / ADDRESS**

<table>
<thead>
<tr>
<th>Name/Address</th>
<th>Phone #</th>
<th>E-mail</th>
<th>Web Site</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beth Garber Purchasing</td>
<td>(402) 392-1444</td>
<td><a href="mailto:deesign111@gmail.com">deesign111@gmail.com</a></td>
<td><a href="http://www.dee-signlandscaping.com">www.dee-signlandscaping.com</a></td>
<td></td>
</tr>
</tbody>
</table>

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**DESCRIPTION**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Cleaning Labor</td>
<td>20</td>
<td>42.00</td>
<td>840.00T</td>
</tr>
<tr>
<td>Debris disposal *anticipated amount for entire season</td>
<td>0.75</td>
<td>100.00</td>
<td>75.00T</td>
</tr>
<tr>
<td>Associated buildings located at 1210 Golden Gate Drive:</td>
<td></td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>Spring cleaning cutting back grasses and other perennials,</td>
<td>104</td>
<td>42.00</td>
<td>4,368.00T</td>
</tr>
<tr>
<td>pre-emergent applications and mulching</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Hardwood Mulch per Yard *DISCOUNTED FROM $35 TO $30 PER YARD</td>
<td>70</td>
<td>30.00</td>
<td>2,100.00T</td>
</tr>
<tr>
<td>Pre-emergent *Pre-emergent should never be used in Rain Gardens, Bio-retention areas or Drainways. These areas will need to be manually maintained</td>
<td>8</td>
<td>25.00</td>
<td>200.00T</td>
</tr>
<tr>
<td>AL: Licensed Chemical Applicator, Includes 3 visits for the season at 8 hours per visit *LABOR DISCOUNTED FROM $50 to $42</td>
<td>24</td>
<td>42.00</td>
<td>1,008.00T</td>
</tr>
<tr>
<td>Round-up Per Tank *Estimated amount for entire season</td>
<td>3</td>
<td>50.00</td>
<td>150.00T</td>
</tr>
<tr>
<td>Grass B Gone *This is for proper chemical maintenance around trees *Round-up should not be used around trees on a regular basis</td>
<td>6</td>
<td>20.00</td>
<td>120.00T</td>
</tr>
<tr>
<td>Manual maintenance labor includes 3 visits at 16 hours per visits *For heavily planted areas and drainways</td>
<td>48</td>
<td>42.00</td>
<td>2,016.00T</td>
</tr>
<tr>
<td>Fall Cleaning</td>
<td>48</td>
<td>42.00</td>
<td>2,016.00T</td>
</tr>
<tr>
<td>Debris disposal *anticipated amount for entire season</td>
<td>2</td>
<td>100.00</td>
<td>200.00T</td>
</tr>
</tbody>
</table>

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**TOTAL**

<table>
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<tr>
<th>TOTAL</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>9,368.00T</td>
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</table>
## NAME / ADDRESS

<table>
<thead>
<tr>
<th>Beth Garber Purchasing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchasing/Contract Ad</td>
</tr>
<tr>
<td>1210 Golden gate dr</td>
</tr>
<tr>
<td>Pappillion, NE 68046</td>
</tr>
</tbody>
</table>

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### DESCRIPTION

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trucks, tools and fuel charges <em>This expense is estimated at cost of operations only</em></td>
<td>38</td>
<td>15.00</td>
<td>570.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td></td>
<td>0.00</td>
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</tr>
</tbody>
</table>

### TOTAL

$26,735.00
MELISSA A SMITH
7082 SPENCER ST
OMAHA, NE 68104

Applicator ID: NEB 089824
License Type: Commercial
Licensed Categories: 04
Licensed Thru: 4/15/2019

ANNA N JOHNSON
3815 N 83RD STREET
OMAHA, NE 68134

Applicator ID: NEB 089818
License Type: Commercial
Licensed Categories: 04
Licensed Thru: 4/15/2019
SEALLED BIO: LAWN CARE SERVICES

Dee-sign Landscaping
8530 Blondo Street
Omaha, NE 68134
402-392-1444

MAR 14 2018
SARPY COUNTY CLERK'S OFFICE
ADMINISTRATION DEPT.

2:42pmMB

Deb Houghtaling
SARPY COUNTY CLERK'S OFFICE
1210 Golden Gate Drive, Suite 1750
Papillion, NE 68046
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Lawn Care & Landscape Maintenance Services
For the Facilities Management Department

PROPOSALS DUE:
2:00 p.m., Thursday, March 15, 2018
General Information

Notice to Vendors

Sarpy County is seeking proposals for Lawn Care and Landscape Maintenance Services for the Facilities Management 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) mowing season commencing approximately April 1, 2018 through September 30, 2018 with four (4), one (1) year mowing season options. Sarpy County reserves the right to award the bid to multiple contractors.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, March 15, 2018. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Lawn Care Services” 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 8, 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., Thursday, March 15, 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 Facilities Management 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 8, 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. (Reissue 2010), 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 monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory service.

Pricing shall be inclusive of all fees and surcharges. Sarpy County will not accept any additional fees on invoices.

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 one (1) mowing season commencing on approximately April 1, 2018 through September 30, 2018 with four (4), one (1) year mowing season 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.

Specifications

1. Scope and Location of Work

Sarpy County is requesting proposals for lawn care and landscape maintenance services for two (2) separate service groups including: (1) lawn care and fertilization, and (2) landscape maintenance. Contractors are encouraged to bid on both groups although there is no requirement to bid on more than one group. Each specific group will be awarded to the qualified contractor. Extra work pricing must be provided for each group.

The County reserves the right to add or reduce the locations associated with this proposal. General locations associated with this RFP include:

- Sarpy County Courthouse Campus, 1210 Golden Gate Drive, Papillion, NE 68046
- Sarpy County Sheriff’s Office, 8335 Platteview Road, Papillion, NE 68046
- Werner Park, 12356 Ballpark Way, Papillion, NE 68046
- Juvenile Justice Center (JJC), 9701 Portal Road, Papillion, NE 68046
- Sarpy County Museum, 2402 Clay Street, Bellevue, NE 68005

It is the responsibility of the Vendor to visit the site and become familiar with the project location and maintenance needs. It is the County’s expectation that all lawn care and landscape maintenance items identified in this RFP will be addressed. The County reserves the right to add and/or remove items from the landscape maintenance services as required by the project site.

2. Project Administration and Coordination

The County has the following expectations for project administration and coordination:

Kick Off Meeting
Upon receipt of award notification, Vendor shall conduct a kick off meeting with the County to review the scope of work and confirm project schedule/expectations.
Coordination
It is the responsibility of the Vendor to communicate with the Facilities Management Department throughout the contract period. The County will perform periodic inspections for the purpose of determining compliance with the specifications or to discuss required work. However, it is the responsibility of the Vendor to inspect work for compliance prior to invoice submittal.

Monthly Schedule
As requested, Vendor shall prepare a monthly execution schedule for County approval. Vendors shall prepare progress reports to the County, as requested.

3. Group 1: Mowing and Trimming

Mowing and trimming visits are necessary for each property during each annual growing season. The following specifications shall be followed:

1. Mowing and detailed trimming will be done on a weekly basis for the approximate period of April 1, 2018 through September 30, 2018 for the entire Courthouse grounds (this includes the Law Enforcement Center, East Annex, West Annex, and parking areas), Juvenile Justice Center (JJC) inner area, and Sarpy County Museum. See attached drawings for referenced areas.

2. The JJC outer area shall be mowed and trimming on a weekly basis during the months of April, May, and June. Mowing and trimming for the months July through September will be only every other week, unless otherwise instructed.

3. The Sarpy County Sheriff’s Office (SCSO) building perimeter shall be mowed every 3rd week. Mow a 10 foot wide perimeter where practicable. Mow a 2 foot wide area on both sides of paved areas (e.g., sidewalks and parking pavement) and edge where applicable.

4. Werner Park Right Field slope (east side of the concourse) shall be mowed every 3rd week

5. Sarpy County reserves the right to increase, suspend or extend services due to weather conditions (very wet in Spring, drought in Summer or if the growing season extends beyond September) during the growing season. Sarpy County will only pay for services performed.

6. All debris will be removed from the grounds by the Vendor, before mowing and trimming.

7. Mulching mowers shall be used so that it will not be necessary to bag or remove clippings. Adjust mowing protocol in early spring (bag if necessary) to prevent windrows and clumps of cut grass.

8. All grass will be swept or blown off the drive lanes and sidewalks after mowing and trimming.

9. All lawn care personnel will follow safety standards and conduct themselves in a professional manner while on the property.
10. It is vendors sole responsibility to ensure the safe operation of their equipment; all equipment used on County administered properties shall be properly maintained, in good working order and equipped with appropriate safety features.

11. Care must be taken not to damage any plants, trees, newly seeded areas, sprinkler heads or other County or personal property. If any damage does occur, Vendor will be responsible for repair or replacement at Vendor’s sole expense.

12. It is the Vendor’s responsibility to inspect the property to be serviced before the submission of a bid.

4. Group 2: Fertilization

1. Vendor must have a current EPA Commercial Certification for the purchase and application of herbicides, insecticides, fungicide and fertilizers. (Attach copy of Certification Affidavit to Bid Form)

2. Weather conditions should be considered in the application of chemicals. Vendor shall use a four-step slow release application.

3. The following schedule shall apply, with weather restrictions in consideration for the application of chemicals:
   
   Step 1: Early Spring (when Forsythia is in bloom)
   Step 2: May
   Step 3: July
   Step 4: October

4. On the Bid Form, Vendor to indicate the brand(s), formula(s) and costs associated with the chemical requirements.

5. Vendor acknowledges that he/she will be responsible for the reimbursement of any cost incurred by Sarpy County to repair or replace any lawns, grasses, plants, trees or shrubs damaged by improper application of chemicals by Vendor.

6. It is the Vendor’s responsibility to inspect the property to be serviced before the submission of a bid.

5. Group 3: Landscape Maintenance

Vendor shall coordinate all work with Facilities Management. Work must be preapproved by Facilities Management.

1. Plant Loss. It is one of the Vendor’s prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, or improper planting. Vendor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall
be submitted for major corrective problems not covered in the Contract along with the costs.

Vendor agrees to replace, at the Vendor's cost, any dead, stunted, or damaged that are the result primarily of the Vendor's negligence. Plants lost from Vendor's negligence shall be replaced, at the Vendor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the County.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Vendor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Vendor shall report all such conditions to the County in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Vendor shall obtain County's written permission/direction or authorization prior to proceeding with the work. Failure to notify the County within seventy-two (72) hours of occurrence will result in replacement at the Vendor's cost as if the cause was Vendor negligence.

The County shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Vendor as a substitute for proper care. The County will consider Vendor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the County's attention immediately and before removal. The County shall pay labor and material for plant replacement not caused by Vendor negligence, as deemed by the County, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Vendor has no control. Existing plants shall be replaced by Vendor if they die due to Vendor’s negligence. All replacement plants and materials shall be inspected and approved by County prior to installation.

At the end or termination of the Contract, the County reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Vendor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

2. Refuse Disposal. All refuse and recycling materials are to be placed in the trash dumpsters and recycling containers located on County property. Vendor is responsible for ensuring site is orderly and clean.
3. **Shrub Bed Maintenance**
   a. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
   b. Planter beds will be groomed to promote an attractive, fresh appearance.
   c. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming, edging, and weeding are to be performed as needed. Major pruning will be done following flowering or during a plant’s dormant season.
   d. Pruning to be performed by Vendor’s designated staff member who is trained and demonstrated competency in proper pruning techniques.
   e. Prune shrubbery and hedges at established maintenance height.
   f. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
   g. Shearing of plants will occur only where previous practice has been to shear, or as directed.
   h. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
   i. Bark mulch shall be placed around and between plants and maintained on an as needed basis.

4. **Flowerbeds, Raingardens, Bioswales**
   a. Flowerbeds shall be maintained in accordance with the standards listed in Shrubs Bed Maintenance.
   b. Flowering plants shall be dead headed and trimmed on an ongoing basis so that wilted blossoms and other defects do not detract from the decorative nature of the plantings.
   c. Bark mulch shall be placed around and between plants and maintained on an as needed basis.

5. **Tree Care & Pruning**
   a. Trees shall provide shade, wind breaks, sound attenuation, and otherwise enhance the landscape setting.
   b. Trees shall conform to the general shape and height of the species with significantly deformed specimens removed after authorization.
   c. Weed Control - Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.
   d. Trimming - Tree limbs shall be kept at a safe height for the users anticipated in the vicinity: Eight feet (8’) for pedestrian clearance (including over turf areas) and fifteen feet (15’) for vehicular street clearance.
   e. Trees shall not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.
   f. Staking - Young trees shall be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight. Ties on
the stakes shall be checked periodically to ensure they are adjusted properly. Tight or damaged ties or stakes shall be replaced or repaired.
g. Removal and Replacement - All damaged trees shall be removed and replaced, after authorization, and within thirty (30) days of notice. All replacement trees shall be the same size and species of tree as the damaged tree up to 36" box tree. If the tree cannot be matched, the County will determine an appropriate replacement species.

6. Weed Control
   a. All applications and herbicides or pesticides will be performed under all safety precautions will be taken in the handling and application of chemicals as stated on manufacture’s labels.
   b. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.
   c. Twice during growing season treat entire grounds area at the Sarpy County Sheriff’s Office and the Werner Park Right Field slope with broadleaf spray to control weeks within the prairie landscape.
   d. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.
   e. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
   f. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Vendor to County, as requested, in accordance with EPA and OSHA regulations.
   g. Vendor will at all times be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with applicable regulations.
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. __________________________________________________________________________

2. __________________________________________________________________________

3. __________________________________________________________________________

4. __________________________________________________________________________

5. __________________________________________________________________________

6. __________________________________________________________________________

7. __________________________________________________________________________

8. __________________________________________________________________________

9. __________________________________________________________________________

10. __________________________________________________________________________
Sarpy County, Nebraska
Lawn Care Services
Bid Form

*All pricing is for the 2018 base year*
*All pricing shall be inclusive of all fees and surcharges.*

GROUP 1: MOWING, TRIMMING, AND LAWN CHEMICAL APPLICATION

Lawn Mowing & Trimming
All Areas, excluding the JJC Outer Area, Sarpy County Sheriff’s Office, and Werner Park slope

Cost per visit: $_______________ X 26 WEEKLY VISITS = $______________________

Lawn Mowing & Trimming
The JJC Outer Area

Cost per visit: $_______________ X 20 WEEKLY VISITS = $______________________

Lawn Mowing & Trimming
Sarpy County Sheriff’s Office, and Werner Park slope

Cost per visit: $_______________ X 10 WEEKLY VISITS = $______________________

LAWN MOWING & TRIMING SUBTOTAL: _________________________

Fertilization

Cost and application of chemicals, per year (all areas, excluding the JJC Outer Area, Sarpy County Sheriff’s Office, and Werner Park)

Step 1: Application Date: Early Spring (when Forsythia is in bloom)
Brand/Formula:________________________________________________________
Cost of Chemicals & Application:_______________________________________

Step 2: Application Date: May
Brand/Formula:________________________________________________________
Cost of Chemicals & Application:_______________________________________

Step 3: Application Date: July
Brand/Formula:________________________________________________________
Cost of Chemicals & Application:_______________________________________
Step 4: Application Date: October
Brand/Formulas:______________________________________________
Cost of Chemicals & Application:________________________________________

Step 5: Sarpy County Sheriff’s Office and Werner Park slope: Two Applications of Broadleaf
Preventer to the prairie turf
Brand/Formulas:______________________________________________
Cost of Chemicals & Application:________________________________________

FERTILIZATION SUBTOTAL: ________________________________

GROUP 1 GRAND TOTAL: ________________________________

GROUP 2: LANDSCAPE MAINTENANCE

Cost per Hour: $________________________________
Disposal Fee, per visit: $________________________________
Supplies, percent markup over cost: $________________________________

*Prices are F.O.B. – various locations, Sarpy County, NE

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: ______________________________________

Company Equipment
List all make, model, year of equipment to be used in association with this contract.

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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 Lawn Care Services for the Facilities Management 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 Lawn Care Services 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:

   Facilities Management 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: ____________________________
COURTHOUSE CAMPUS – 1210 Golden Gate Drive
ESTIMATED 5.7 MOWABLE ACRES
ESTIMATED MOWABLE AREA:
• OUTER LAWN 3.1 ACRES
• INNER LAWN 16,000 SF
Lawn Care & Landscape Maintenance Services
For the
Facilities Management Department
Addendum #1

Question 1: What is the square footage or acreage for Werner Park, Sheriff's Office and County Museum?

Response: Vendors are responsible for conducting any measurements. The measurements provided are for reference only. The County recommends Vendors measure and verify any areas requesting services under this Request for Proposal.

Question 2: Mowing of the weekly areas within the SOW does not provide a preferred mowing height please provide the mowing height you desire.

Response: The mowing height for weekly lawn areas shall be 3 inches.

Question 3: Acreage of the weekly mowing for Courthouse area and Juvenile area are provided on the maps, the weekly mowing for the Sarpy Co Museum is not provided, please provide the acreage of mowing area at the museum?

Response: See Question 1; Response.

Question 4: The Sarpy Sheriff's Office SOW & map does not provide clear and definite clarification of the 10 ft wide mowing requirement as to where it is? Please clarify what areas you consider to be practicable and also provide what this measurement of quantity is acreage or square footage?

Response: A map clarifying the area is attached. As for the measurements, please reference Question 1; Response.

Question 5: SCSO has a description of 2 foot wide mow strip for both side of hard surfaces and edge where applicable these areas are not clearly identified. Please clarify by show or describing in detail what areas are required for mowing the two foot strip and to be edged, also provide the measurement of quantity?

Response: A map clarifying the area is attached. As for the measurements, please reference Question 1; Response.
Question 6: Werner Park indicate East Slope to be mowed every 3 weeks, the acreage measurement of quantity is not provided. Please provide the measurement of quantity?

Response: A map clarifying the area is attached. As for the measurements, please reference Question 1; Response.

Question 7: Plant Loss; You are requiring the vendor/contractor to inspect landscape for possible symptoms that could cause plant loss in order to prevent any loss, and to locate defining the root of cause and promptly perform corrective action. To provide written report and submit major corrective problems not covered in this contract with related cost. Clarification needs to be provide as to what is actually in the contract as the contractors requirement and what is not?

Response: Revision: 5. Group 3: Landscape Maintenance; 1. Plant Loss shall be replaced in it’s entirety with the following:

During the project kick off meeting and periodically throughout the contract during coordination, dead plants and those in a state of decline shall be brought to the County's attention. No plant shall be removed before County notification, unless previously authorized by Facilities Management. The County shall pay labor and material for plant replacement not caused by Vendor negligence, as deemed by the County, on an actual time and material basis.

As part of the time and material contract for plant replacement invoices, all new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Vendor has no control. Existing plants shall be replaced by Vendor if they die due to Vendor’s negligence. All replacement plants and materials shall be inspected and approved by County prior to installation.

Question 8: Also, if you are requiring the service identified in Question 7 to be a responsibility continuously by the vendor/contractor, you need to provide a line item for cost of service.

Response: The County will work with the selected vendor on coordination of services. The Bid Form remains unchanged.

Question 9: Shrub bed maintenance is describing that continuous service during the growing season is required, with multiple ask to performed in paragraphs a thru i. If you are requiring these service to be a responsibility continuously by the vendor/contractor, you need to provide a line item for cost of service?

Response: See Question 8, Response.
Question 10: Flowerbeds, Raingardens, Biowales has descriptions of requirements that indicated continuous maintenance service a thru c. If you are requiring these service to be a responsibility continuously by the vendor/contractor, you need to provide a line item for cost of service?

Response: See Question 8, Response.

Question 11: What is the depth of mulch installed/maintained you require? This service with require a separate time and materials costing line item?

Response: Mulch installation shall be included in as part of the bid, as defined. The specifications remain unchanged.

Question 12: Tree Care & pruning has descriptions of requirements that indicated continuous maintenance service a thru g. If you are requiring these service to be a responsibility continuously by the vendor/contractor, you need to provide a line item for cost of service?

Response: See Question 8, Response.

Question 13: Weed Control; B. Indicates weeds within turf require treatment spring and fall twice a year. Is the statement for improved type turf weekly mowed area for Courthouse, juvenile Center, & Museum?

Response: Areas requiring weed control will be coordinated during the kick off meeting.

Question 14: Weed Control; C. The statement indicates the Sheriffs Facility, and Werner Park areas only for weed control twice a year within prairie landscape area. The map does not indicate any specific area please clarify what area is to be treated, and provide the measurement of quantity?

Response: A map clarifying the area is attached. As for the measurements, please reference Question 1; Response.

Question 15: Weed Control; D. This paragraph/statement indicates that you are requiring continuous service during the growing season. If you are requiring these services to be a responsibility continuously by the vendor/contractor, you need to provide a line item for cost of service?

Response: See Question 8, Response.

Question 16: Weed Control; E. This paragraph/statement indicates that you are requiring continuous service during the growing season. If you are requiring these services to be a responsibility continuously by the vendor/contractor, you need to provide a line item for cost of service?

Response: See Question 8, Response.
Question 17: The bid sheets are in-correctly marked the Fertilization is Group 2 in the SOW, and Landscape Maintenance is marked as Group 3, but is marked as Group 2.

Response: Group 1 shall include mowing, trimming and lawn chemical application/fertilization. Group 2 shall include landscape maintenance. Vendors may bid on one or all groups. The County reserves the right to award the bid to multiple contracts based on Group. The Bid Form remains unchanged.

Question 18: Can you explain what you want to see on page 17 for the “Supplies, percent markup over cost:”?

Response: Markup should be for mulch and landscape maintenance chemicals as identified within the request for proposals (i.e. herbicides and pesticides). If these are different, list percent markup by line item. Markup should not be for any plants, trees, or additional landscaping as those are specifically excluded from this request for proposals.

Question 19: Could you clarify what you need on page 11 under Fertilization..... What is EPA Commercial Certification? And if we put copies of our employees with current Nebraska pesticide license, will that suffice?

Response: Vendors are responsible for obtaining any required permits to complete the tasks identified within the agreement. Documentation of the commercial certification is not required as part of this request for proposals.

All other terms and conditions remain unchanged.
Addendum must be acknowledged on the Bid Form.
MOW 10 FOOT WIDTH AROUND PERIMETER OF BUILDING STRUCTURES.
MOW 2 FOOT WIDTH AROUND PAVED LOTS AND SIDEWALKS.

8335 PLATTEVIEW ROAD
WERNER PARK – MOWING & WEED CONTROL AREA
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, February 28, 2018
Bellevue Leader
Papillion Times
Gretna Breeze
Springfield Monitor

Thereafter, Wednesday, March 7, 2018
Bellevue Leader
Papillion Times
Gretna Breeze
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 OR Ron Petak OR Laura Estep-Bronk
Accounting Manager OR Executive Editor OR Sales Representative

Today’s Date 3/7/2018
Signed in my presence and sworn to before me:

Notary Public

Printer’s Fee $31.01
Customer Number: 40941
Order Number: 0002062022

Debra J. Houghtaling
Sarpy County Clerk
2082022; 2/28, 3/07