BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR EXTERIOR PAINTING FOR WERNER PARK
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 Exterior Painting for Werner Park 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 Gerst Painting for Exterior Painting for Werner Park Base Bid and Option 1 in the amounts of Sixty Two Thousand Nine Hundred Ninety Eight Dollars and No Cents ($62,998.00) is accepted, ratified, and confirmed.

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

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 28th day of August, 2018.

ATTEST:

[Signatures]
Sarpy County Board Chairman
Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Exterior Painting for Werner Park Bid Award

On August 16, 2018, three (3) bids were opened for exterior painting at Werner Park. The project is the final phase of a 3 year stadium repainting project. The base bid includes all ferrous metals generally located in the interior bowl of the stadium. The optional bid item includes prep and finish of the 3 exterior stairwells. The stairwells were previously painted, but require repainting due to winterization efforts.

It is recommended the County award the project to the low bidder, Gerst Painting, for $62,998. This includes the base bid of $54,863 and option 1 of $8,135. Facilities Management and Purchasing contacted Gerst Painting’s references who stated the company is professional and completes work timely without any major issues. Gerst Painting proposes work to begin on October 1, 2018 with a November 16, 2018 completion date.

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

August 22, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Brian McCoy
    Ross Richards
<table>
<thead>
<tr>
<th>Responding Supplier</th>
<th>City</th>
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
### 1. Lump Sum Base Bid, as specified

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<th>UOM</th>
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### 2. Option 1: Paint Ferrous Metals in Stairwells, as specified

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<td>gary@cormacicons</td>
<td>bwiese@reddevelo</td>
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<td>jmateljan@arbyspa</td>
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<tr>
<td>Gerst Painting</td>
<td>Matt Allen</td>
<td><a href="mailto:matt@gerstpainting.com">matt@gerstpainting.com</a></td>
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<tr>
<td>Tagel Construction INC</td>
<td>MICHAEL TAGEL JR</td>
<td><a href="mailto:mtagel7566@gmail.com">mtagel7566@gmail.com</a></td>
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<td>Martin Bissell</td>
<td><a href="mailto:martyb@pciomaha.com">martyb@pciomaha.com</a></td>
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</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 Gerst Painting, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Exterior Painting of Werner Park 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 Exterior Painting of Werner Park 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. Matt Allen
Gerst Painting
20214 Veterans Drive
Elkhorn, NE 68022
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 23 day of August, 2018.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Vendor: GIRET PRINTING

By: MATTHEW

Title: PROJECT MANAGER

Deputy County Attorney
2019-6 Addendum 1
Supplier Response
Gerst Painting

Event Information
Number: 2019-6 Addendum 1
Title: Exterior Painting for Werner Park
Type: Sealed Bid - Public
Issue Date: 7/23/2018
Deadline: 8/16/2018 10:00 AM (CT)

Gerst Painting Information
Address: 20214 Veterans Drive
         Elkhorn
         Elkhorn, NE 68022
Phone: (402) 289-1010

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.

Matt Allen
Signature
matt@gerstpainting.com
Email
Submitted at 8/16/2018 10:00:00 AM

Response Attachments
Gerst.pdf
Original Bid

Bid Attributes
1 Acknowledgments
<p>| | |</p>
<table>
<thead>
<tr>
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<td>2</td>
<td><strong>Standard Terms and Conditions</strong>&lt;br&gt;I acknowledge reading and understanding the Standard Terms and Conditions.&lt;br&gt;Acknowledged</td>
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<tr>
<td>3</td>
<td><strong>Sample Contract</strong>&lt;br&gt;I acknowledge reading and understanding the sample contract.&lt;br&gt;Acknowledged</td>
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<td><strong>Specifications</strong>&lt;br&gt;I acknowledge reading and understanding the specifications.&lt;br&gt;Acknowledged</td>
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<td><strong>Company Information</strong></td>
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<td><strong>Company Information - Years in Business</strong>&lt;br&gt;41</td>
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Bid Lines

1. Lump Sum Base Bid, as specified
   - Quantity: 1
   - UOM: EA
   - Unit price: $54,863.00
   - Total: $54,863.00

2. Option 1: Paint Ferrous Metals in Stairwells, as specified
   - Quantity: 1
   - UOM: EA
   - Unit price: $8,135.00
   - Total: $8,135.00
Notice to Vendors

Official bidding criteria must be obtained through the online procurement system. Vendors that obtain specifications from any other internet site are responsible for obtaining any addenda that may be added at a later time.

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 Courthouse at the time and date listed in the Bid Information.

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 other departments. 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. Performance Bond

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor’s usual sources.

2. 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 through the online bid system or by email to Beth Garber, bgarber@sarpy.com. Sarpy County prefers all questions be submitted through the electronic bidding program. Requests must be received by date and time listed in the bid information 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.
3. **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.

4. **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 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 as such, this 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.

5. **Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

6. **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.
7. Payment Terms

Unless otherwise stated within the bid, the successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery and installation.

8. 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.

9. Term

The Contract will be for the period identified within the bid information. 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.

10. 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.

11. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

12. 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.

13. Employee Classification Act

Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

14. 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.

15. 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.

16. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

17. 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.

18. Background Checks

At Sarpy County’s discretion, any subcontractor performing work on County property may be processed through a background check completed by the Sarpy County Sheriff’s Office. The background check will be at no charge to the vendor and coordinated through Purchasing or the ordering department.

19. 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.

20. 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.

21. 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.
22. 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.

23. Warranty

A copy of all manufacturer’s warranties shall be attached to the bid.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer’s warranties.

24. 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.

25. 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.

26. 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.

Technical Specifications

1. Sarpy County is seeking proposals for exterior painting for the inner bowl concourse and press levels from the first base line dugout to the third base line dugout.

2. The selected vendor is to furnish all materials, labor, tools, expendable equipment, permits, liability insurance and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required for the painting of ferrous metal support structures (i.e. columns, beams, purlins...) as outlined below, at various Werner Park Structures.

3. Sarpy County will reimburse vendor for secured permits with proper documentation of permit and associated fees.
Zinc-Rich Primer/Coating System:

a. Paint (Above 12") Beams, Columns and any other ferrous metals previously painted except doors and frames.

   i. Surface prep: SSPC-SP 3 Power tool clean all corroded areas. Care taken to feather edge of coating to create smooth transition where necessary. Power wash at a minimum of 3,500 psi, using a cleaning agent, to remove loose paint, chalk, dirt, and any other surface contaminates. A rating of 8 or higher per ASTM D4214 (Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Film) will be required.

   ii. Spot Prime Coat of Bare Metal: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapac One Pack Zinc Primer at 2.5-3.0 mils DFT.

   iii. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Water Based Acrolon 100 at 3.5-4.0 mils DFT.

Zinc-Rich Primer/Coating System:

b. Paint (Base Plates and Bottom 12") of Columns and any other ferrous metals previously painted except doors and frames.

   i. Spot Surface Prep at Rusted Areas: SSPC-SP 11 Power tool clean to bare metal. Care taken to feather edge of coating to create smooth transition. Spot Prime Coat of Bare Metal: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapac One Pack Zinc Primer at 2.5-3.0 mils DFT.

   ii. Full Prime Coat: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapac One Pack Zinc Primer at 2.5-3.0 mils DFT.

   iii. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Water Based Acrolon 100 at 3.5-4.0 mils DFT.

c. Structure Locations

   i. “Inner Bowl” exterior ferrous metals on the field side of the concourse and press levels, ranging from above the first base line dugout to third base line dugout (see attached photos and drawings).

4. Vendor shall complete the project 100% prior to December 14, 2018 or before cold weather precludes final completion – whichever comes first.

5. Vendor shall provide all work in compliance with Commercial Industry Standards and the authority having jurisdiction.

6. All work shall be coordinated with Werner Park designee. The site is at full owner occupancy: Owner (ballpark staff) will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize
conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. The Contractor shall maintain free and clear access to building exits throughout the construction period. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction. Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.

7. Vendor shall submit progress billing only for work performed. Sarpy County will make payment based on acceptance of work completed.

8. Vendor shall take any and all necessary precautions to avoid damage to County/Werner Park property or personal property and be responsible for repairs accordingly. Vendor shall take necessary precautions to avoid overspray and provide proper clean-up. This will include adequate protection to the grounds and turf anywhere that lifts, equipment, or storage are placed (e.g. Duradeck®, SignaRoad®, EverBlock®, etc.; owner reserves the right to review the product and specifications prior to commencement of work). Any damage to the field and/or turf will be the responsibility of the contractor to replace or repair to original condition at the County’s sole discretion.
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 Exterior Painting of Werner Park 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 Exterior Painting of Werner Park 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: ______________________
Addendum 1

Exterior Painting for Werner Park
For the
Facilities Management Department

Clarification 1: As an optional bid item, at Sarpy County’s sole option to award, Paint all ferrous metals in 3 exterior stairwells (1st Base Suit Tower, 3rd Base Suite Tower, and Tower between the Ticket Office and Administration Building).
1. Zinc-Rich Primer/Urethane Coating System:
   a. Surface Prep: SSPC SP 3 Power Tool Cleaning to Bare Metal at all corroded areas, feather edge of coating to provide a smooth transition.
   b. Spot prime coat of bare metal: Urethane Zinc-Rich Primer, Sherwin Williams B65 Series Corothane I Galvapac One Pack Zinc Primer at 2.5 - 3.5 mils DFT.
   c. Full Finish Coat: Waterbased Acrylic Urethane, Sherwin Williams B65 Series Waterbased Acrolon 100 at 3.5 – 4.0 mils DFT.

Clarification 2: Using specified techniques and materials, prep and repaint entire seating bowl “I” Columns and base plates on the field side of the Concourse and Press Levels, ranging from above the 1st Base Line Dugout to the 3rd Base Line Dugout, including all attachment components and ferrous metal shapes.

Clarification 3: Only ferrous metals shall be included within this project.
Pick Up
Ad Number
0002108972-01
External Ad Number
0002107724

Ad Type
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Production Method
AdBooker

Ad Number
Ad Size
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Color
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Sarpy County, Nebraska
Exterior Painting
at Werner Park
For the Facilities Management
Department
Request for Proposals

Sarpy County, Nebraska is seeking proposals for exterior painting at Werner Park for the Facilities Management Department. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 10:00 a.m., August 16, 2018. Bids can be submitted online using the Sarpy County Purchasing eBid online portal at https://sarpy.ionwave.net. Bids will be publicly opened and read aloud at 10:00 a.m., August 16, 2018, in the Sarpy County Administration Conference Room located at 1210 Golden Gate Drive, Papillion, NE 68046. Bidding criteria must be received online or from the Sarpy County Purchasing Department by contacting Beth Garber at bgarber@sarpy.com. The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Deb Houghtaling
Sarpy County Clerk
2108972; 7/25, 8/01

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