RESOLUTION AWARDING QUOTE FOR COURTHOUSE SNOW REMOVAL 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, informal quotes for Courthouse snow removal services have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the quotes received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

1. The low quote of Westman Lawn Care for the Courthouse Snow Removal Services for the amounts listed on the attached bid form 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 20th day of November, 2018.
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Courthouse Snow Removal

On October 31, 2018, three (3) informal quotes were received for Courthouse snow removal for Facilities Management. After reviewing the quotes, it is recommended the quote be awarded to Westman Lawn Care. Last year Facilities Management spent approximately $15,000 on Courthouse snow removal services. This quote is competitive to previous pricing.

Facilities Management and Purchasing met with Westman Lawn Care to formalize the snow removal plan. Westman was very comfortable with their capacity to handle the project outside of County business hours. Please contact me with any questions at bgarber@sarpy.com.

November 5, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Ross Richards
    Brian McCoy
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 Westman Lawn Care hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Courthouse Snow Removal 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 Courthouse Snow Removal 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. Brice Altman
Westman Lawn Care
702 East Patton St.
Papillion, NE 68046
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5th day of November, 2018.

(Signature)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk
Chief Deputy

Chairperson
Sarpy County Board of Commissioners

Approved as to Form:

Deputy County Attorney

Vendor: Westman Landcare LLC
By: Brien A. Handrick
Title: Member/Owner
Event Number: 2019-29
Event Title: Snow Removal for Courthouse Campus
Event Description: Informal Quote - Public
Issue Date: 9/24/2018 03:37:22 PM (CT)
Close Date: 10/30/2018 05:00:00 PM (CT)
Organization: Sarpy County
Workgroup: Purchasing
Event Owner: Beth Garber
Email: bgarber@sarpy.com
Phone: (402) 593-4476 x

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<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Response Submitted</th>
<th>Lines Responded</th>
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
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<th>1.3</th>
<th>Unit Price Each Additional Inch over 6&quot;</th>
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<th>Remove Snow from Sidewalks, Steps and Stoops</th>
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<th>3</th>
<th>Open Drive Lanes, Driveway and Sidewalks during daily regular business hours (assist County on larger snows when requested)</th>
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<th>Alternate Bid: Spread ice slicer granular de-icing product on parking lots, drive lanes and driveways</th>
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<td>Responding Supplier</td>
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<td>brice altman</td>
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<td>Marathon Resource Management</td>
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Event Information

Number: 2019-29
Title: Snow Removal for Courthouse Campus
Type: Informal Quote - Public
Issue Date: 9/24/2018
Deadline: 10/30/2018 05:00 PM (CT)

Contact Information

Contact: Beth Garber Purchaser
Address: 1210 Golden Gate Dr.
        Papillion, NE 68046
Phone: (402) 593-4476 x
Email: bgarber@sarpy.com
Sarpy County is seeking informal quotes for the 2018-2019 snow removal season. The selected contractor shall remove snow, as specified, on the Sarpy County Courthouse Campus. Contractors are required to acknowledge all terms below. Attached is the detailed bid document. Please read and submit your bid using the Line Item tab.
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. Vendors are strongly encouraged to send the insurance requirements with the sealed bid. 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.
3 Conflict of Interest
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.

Acknowledged

4 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.

Acknowledged

5 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.

Acknowledged

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

Acknowledged

7 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

Acknowledged

8 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.

Acknowledged
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Breach</td>
<td>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. Acknowledged</td>
</tr>
<tr>
<td>10 Assignment</td>
<td>The Vendor may not assign this Contract without the prior written consent of the County. Acknowledged</td>
</tr>
<tr>
<td>11 Subcontracting</td>
<td>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. Acknowledged</td>
</tr>
<tr>
<td>12 Independent Contractor</td>
<td>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. Acknowledged</td>
</tr>
<tr>
<td>13 Indemnity</td>
<td>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. Acknowledged</td>
</tr>
<tr>
<td>14 Deviations</td>
<td>Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County. Acknowledged</td>
</tr>
<tr>
<td>15 Exceptions</td>
<td>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. Acknowledged</td>
</tr>
<tr>
<td>16 Tobacco Free Notice</td>
<td>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. Acknowledged</td>
</tr>
</tbody>
</table>
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.

Bid Lines

1 Package Header
Remove Snow from Parking Areas, Drive Lanes and Drive Ways
Quantity: 1  UOM: PKG  Total: No response

Package Items
1.1 Lump Sum Bid, per snow occurrence (1” - 3”)
   Quantity: 1  UOM: EA  Unit price: $1,750.00  Total: $1,750.00
1.2 Lump Sum Bid, per snow occurrence (4” - 6”)
   Quantity: 1  UOM: EA  Unit price: $3,450.00  Total: $3,450.00
1.3 Unit Price Each Additional Inch over 6”
   Quantity: 1  UOM: EA  Unit price: $625.00  Total: $625.00

2 Package Header
Remove Snow from Sidewalks, Steps and Stoops
Quantity: 1  UOM: PKG  Total: No response

Package Items
2.1 Lump Sum Unit Price
   Quantity: 1  UOM: EA  Unit price: $475.00  Total: $475.00

3 Package Header
Open Drive Lanes, Driveway and Sidewalks during daily regular business hours (assist County on larger snows when requested)
Quantity: 1  UOM: PKG  Total: No response

Package Items
3.1 Unit Price Per Hour
   Quantity: 1  UOM: EA  Unit price: $110.00  Total: $110.00

4 Package Header
Alternate Bid: Spread ice slicer granular de-icing product on parking lots, drive lanes and driveways
<table>
<thead>
<tr>
<th>Package Items</th>
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<td>4.1 Unit Price per Application</td>
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Response Total: $0.00
2019-29

Snow Removal for Courthouse Campus

Issue Date: 9/24/2018
Questions Deadline: 10/22/2018 12:00 PM (CT)
Response Deadline: 10/30/2018 05:00 PM (CT)

Contact Information
Contact: Beth Garber Purchaser
Address: 1210 Golden Gate Dr.
Papillion, NE 68046
Phone: (402) 593-4476 x
Email: bgarber@sarpy.com
Sarpy County is seeking informal quotes for the 2018-2019 snow removal season. The selected contractor shall remove snow, as specified, on the Sarpy County Courthouse Campus. Contractors are required to acknowledge all terms below. Attached is the detailed bid document. Please read and submit your bid using the Line Item tab.
2 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. Vendors are strongly encouraged to send the insurance requirements with the sealed bid. 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.

☐ Acknowledged

(Required: Check if applicable)
3 Conflict of Interest
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.

☐ Acknowledged
(Required: Check if applicable)

4 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.

☐ Acknowledged
(Required: Check if applicable)

5 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.

☐ Acknowledged
(Required: Check if applicable)

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

☐ Acknowledged
(Required: Check if applicable)

7 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.

☐ Acknowledged
(Required: Check if applicable)

8 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.

☐ Acknowledged
(Required: Check if applicable)
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| **9** | **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.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
| **10** | **Assignment**  
The Vendor may not assign this Contract without the prior written consent of the County.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
| **11** | **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.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
| **12** | **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.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
| **13** | **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.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
| **14** | **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.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
| **15** | **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.  
- **Acknowledged**  
  *(Required: Check if applicable)* |
16 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.

[ ] Acknowledged
(Required: Check if applicable)

17 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.

[ ] Acknowledged
(Required: Check if applicable)

Bid Lines

1 Package Header
Remove Snow from Parking Areas, Drive Lanes and Drive Ways
Quantity: 1 UOM: PKG Total: $

Package Items
1.1 Lump Sum Bid, per snow occurrence (1" - 3")
(Response required • Line excluded from response total)
Quantity: 1 UOM: EA Unit price: $ Total: $

1.2 Lump Sum Bid, per snow occurrence (4" - 6")
(Response required • Line excluded from response total)
Quantity: 1 UOM: EA Unit price: $ Total: $

1.3 Unit Price Each Additional Inch over 6"
(Response required • Line excluded from response total)
Quantity: 1 UOM: EA Unit price: $ Total: $

2 Package Header
Remove Snow from Sidewalks, Steps and Stoops
Quantity: 1 UOM: PKG Total: $

Package Items
2.1 Lump Sum Unit Price
(Response required • Line excluded from response total)
Quantity: 1 UOM: EA Unit price: $ Total: $
### Package Header

Open Drive Lanes, Driveway and Sidewalks during daily regular business hours (assist County on larger snows when requested)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM: PKG</th>
<th>Total: $</th>
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</thead>
</table>

### Package Items

#### 3.1 Unit Price Per Hour

*Response required • Line excluded from response total*

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<tr>
<th>Quantity</th>
<th>UOM: EA</th>
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</tr>
</thead>
</table>

No bid

### Package Header

Alternate Bid: Spread ice slicer granular de-icing product on parking lots, drive lanes and driveways

<table>
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<tr>
<th>Quantity</th>
<th>UOM: PKG</th>
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</thead>
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No bid

#### 4.1 Unit Price per Application

*Line excluded from response total*

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</tr>
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</table>

No bid
Supplier Information

Company Name: ____________________________________________
Contact Name: ____________________________________________
Address: _________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
Phone: ____________________________________________________
Fax: ______________________________________________________
Email: ____________________________________________________

Supplier Notes

________________________________________________________________________________________
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By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name ___________________________________________ Signature ___________________________________