

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR CRUSHED ROCK SALT FOR THE SARPY COUNTY HIGHWAY
DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), 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 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT: the low bid of Paul Bartels Trucking Co for Crushed Rock Salt in the amount of Forty Four Dollars and Seventy Nine Cents (\$44.79) per ton for both Peak and Off-Peak Delivery is accepted, ratified, and confirmed.

- 1. 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.

Dated this 10th day of March, 2009.

Moved by Pat Thomas, and seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS: <u>Debra J. Houghtaling</u> <u>Pat Thomas</u> <u>Tom Richards</u> <u>Patricia J. Thomas</u>	NAYS: <u>none</u>	ABSENT: <u>none</u>
		ABSTAIN: <u>none</u>



Attest:
Debra J. Houghtaling
Sarpy County Clerk

Approved as to form and content:
[Signature]
Sarpy County Deputy Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Award of Crushed Rock Salt

On February 5, 2009, three (3) bids were opened for Crushed Rock Salt for the Highway Department. The bid from Morton Salt was a "No Bid". After reviewing the bids it is recommended the bid be awarded to the low bidder, Paul Bartels Trucking Co for \$44.79 a ton for both peak and off-peak delivery. The contract will be for a one (1) year period commencing on June 1, 2009 through May 31, 2010 with two (2), one (1) year option periods.

Please feel free to contact me at 593-4476 with any questions.

March 5, 2009


Beth Cunard

cc: Mark Wayne
Deb Houghtaling
Brian Hanson
Scott Bovick
Rich Weber
Tom Lynam

Beth Cunard

From: Rich Weber
Sent: Thursday, March 05, 2009 2:27 PM
To: Beth Cunard
Cc: Tom Lynam; Dannielle McKulsky
Subject: Salt Bids

Beth,

I have reviewed the bids for salt for the June 1, 2009 thru May 31, 2010 contract year and I would like to recommend that the Highway Department award the bid to the low bidder Paul Bartels Trucking Co for the purchase price of \$44.79 per ton. This price is good for both the Off Peak and Peak season. Currently we are paying \$42.26 per ton for salt for Off Peak Season.

I have talked to the Douglas County Highway Department and they have used Paul Bartels Trucking Co for salt deliveries in the past and were satisfied with their ability to supply them with salt.

If you have any questions please give me a call.

Rich Weber
Highway Superintendent
402-339-4606 *112

Crushed Rock Salt
for the
Sarpy County Highway Department

Bid Open:
Thursday, 2:00 p.m.
February 5, 2009

		Paul Bartels Trucking Co.		Nebraska Salt & Grain		Morton Salt	
Peak Delivery							
Crushed Rock Salt - Papillion Delivery	500	\$44.79	\$22,395.00	\$58.90	\$29,450.00		\$0.00
Crushed Rock Salt - Gretna Delivery	1,000	\$44.79	\$44,790.00	\$58.90	\$58,900.00		\$0.00
Off-Peak Delivery							
Crushed Rock Salt - Papillion Delivery	1,000	\$44.79	\$44,790.00	\$49.65	\$49,650.00		\$0.00
Crushed Rock Salt - Gretna Delivery	2,000	\$44.79	\$89,580.00	\$49.65	\$99,300.00		\$0.00
Grand Total			\$201,555.00		\$237,300.00		No Bid
Addendum Acknowledged			Yes		No		

**Sarpy County, Nebraska
Crushed Rock Salt
Bid Form**

	Est. Tons	Unit Price Per Ton	Extended Price
Peak Delivery:			
Crushed Rock Salt - Papillion Delivery	500	\$ 44.79	\$ 22,395.00
Crushed Rock Salt - Gretna Delivery	1,000	\$ 44.79	\$ 44,790.00
Off-Peak Delivery:			
Crushed Rock Salt - Papillion Delivery	1,000	\$ 44.79	\$ 44,790.00
Crushed Rock Salt - Gretna Delivery	2,000	\$ 44.79	\$ 89,580.00
Grand Total			\$ 201,555.00

*Prices are to be F.O.B. - Papillion & Gretna Nebraska

Company Information:

Years in business:

37 years

of employees

10

Total sales last 3 years

2008 - 2,000,000 (Approx.)
2007 - 1,886,448
2006 - 1,953,767

References:

Company Name: State of Nebraska / Nebraska Dept. of Roads (Logistics Division)
 Address: P.O. Box 94759 Lincoln, Ne. 68509-4759
 Contact Name: Arla Dowg Phone Number: 402-479-4328
 Fax Number: 402-479-4567 Date of Purchase: _____

Company Name: Douglas City Engineering Office
 Address: 15505 West Maple Rd. Omaha, Ne. 68116
 Contact Name: Mary / Steve Woodrick Phone Number: 402-444-6395
 Fax Number: 402-444-6244 Date of Purchase: _____

Company Name: Sun Valley
Address: 5601 Harrison Street Omaha, Ne. 68145
Contact Name: Don Gill Phone Number: 402-968-5601
Fax Number: 402-408-1707 Date of Purchase: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 X
Addendum #2 _____

Paul Bartels Trucking Co.
Company Name

X Paul Bartels
Authorized Signature

3715 Antelope Avenue
Address

Kearney, Ne. 688407
City, State & Zip

X Paul Bartels
Company Representative (Please print)

308-236-5121
Telephone Number

308-234-9733
Fax Number

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 Paul Bartels Trucking Co., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Crushed Rock Salt for the Sarpy County Highway 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 Crushed Rock Salt in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. Prior to the commencement of any work, Vendor will place the required certificates of insurance on file with the Sarpy County Clerk, if applicable.
- C. 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:

Tom Lynam, Surveyor
Sarpy County Highway Department
15100 South 84th Street
Papillion, NE 68046

- D. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitute essential terms 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.

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.

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 Papillion, NE 68046
Vendor:	Mr. Paul Bartels Paul Bartels Trucking Co. 3715 Antelope Ave. Kearney, NE 68847 308-236-5121

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 10th day of March, 2009.

(Seal)

ATTEST:


Debra J. Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Jon Jones 3/10/09
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Madal A. [Signature]
Deputy County Attorney

Vendor: Paul Bartels Trucking Co.

By: Paul Bartels

Title: President

Attest:

Witness

SPECIFICATIONS

Crushed Rock Salt
For the
Sarpy County Highway Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., Thursday, February 5, 2009

General Information

Notice to Vendors

Sarpy County is seeking proposals for Crushed Rock Salt for the Sarpy County Highway Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of one (1) year commencing on April 1, 2009 through March 31, 2010, with two (2), one (1) year option periods. Sarpy County reserves the right to award the contract to more than one Vendor.

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, February 5, 2009. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Crushed Rock Salt" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the entire proposal including attachments.

Requests for information and clarification questions must be received by January 28, 2009 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bcunard@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the 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 Board Business Office
1210 Golden Gate Drive
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 Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, February 5, 2009.

All bids submitted shall be valid for a period of sixty (60) 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., Papillion and Gretna, 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:

1. Evaluation will be done by Beth Cunard, Sarpy County Purchaser along with personnel from the Sarpy County Highway 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.
2. 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, judgement, 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:
 - a. 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.
 - b. 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.

- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046, voice (402) 593-4476, FAX (402) 593-4304. **Requests must be received by 12:00 p.m., January 28, 2009 in order for Sarpy County to have time to issue an addendum.** Requests received after the 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:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. 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. 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.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), 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 2004), 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 (Reissue 1997), 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 an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a one (1) year period commencing on April 1, 2009 through March 31, 2010, with two (2), one (1) year option periods. 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.

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. 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.

12. 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.

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. The coverage will contain 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.

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.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. 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 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.

13. Assignment:

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

14. 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.

15. 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.

16. 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.

General Specifications:

Sarpy County is seeking proposals to supply and delivery Crushed Rock Salt for the Sarpy County Highway Department. Vendors shall provide pricing for two separate conditions including Off-Peak (March through October) and Peak (November through February).

1. Locations:

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

2. Pricing:

Bid prices shall remain firm for sixty (60) days. Request to increase bid price must be submitted in writing at least thirty (30) days prior to increase to the Sarpy County Highway Department. Sarpy County will not entertain a price increase of less than 2%. A request to increase 2% or more must include justification, actual documentation such as invoices that demonstrate increase in cost to all customers, not just Sarpy County, and is not designed to increase profit beyond the level intended in the original bid price. A price increase will not be allowed for capital improvements or increased wages. Sarpy County shall receive full proportionate benefit of decreases immediately at any time during contract period.

3. Shipments:

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

4. Orders and Delivery:

Orders will be placed by telephone stating the location, quantity and purchase order number followed later by a copy of the purchase order.

Off-Peak Season (March through October) orders will be placed as needed to refill salt storage facilities. Regular progress toward filling orders must be made. Delivery of orders placed before October 1st must be completed by October 31st. Orders placed during the month of October shall be completed by November 15th.

Peak Season (November through February) deliveries are to be accomplished within twelve (12) working days after receipt of order. If delivery as requested is unattainable, Sarpy County will be notified within twenty four (24) hours after Vendor receives the order. The number to call is (402) 339-4606. If the Vendor cannot make delivery as stated on the order, Sarpy County reserves the right to purchase crushed rock salt by any means it deems necessary to fulfill requirements and the Vendor may be held responsible for any excess costs.

5. Weight Tickets:

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

6. Dealer Requirements:

As a condition of acceptance, Vendor declares that it is a bonafide dealer of crushed rock salt, that it is not primarily a transporter of goods for hire, and if awarded a contract, the Vendor will either use its privately-owned equipment for delivery of crushed rock salt or obtain transportation through a non-owned duly licensed common carrier.

7. Salt Purity:

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

8. Estimated Quantities:

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

Peak Season Crushed Rock Salt	1,500 tons
Off-Peak Season Crushed Rock Salt	3,500 tons

The Vendor, in accepting an award, agrees to furnish Sarpy County thirty (30) days prior

to expiration of this contract, the volume purchased by the County.

9. Highway Contact:

Please notify Rich Weber, Sarpy County Highway Superintendent (402) 339-4606 ext. 112 as soon as you receive notification from the mine that your company has been put on allocations.

10. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

11. References:

Each Vendor must include with its proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

12. 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.

13. 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.

Technical Specifications:

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

1. Material Specifications:

A. Chemical Composition:

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

B. Gradation:

The Rock Salt shall comply with the following gradation requirements:

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

2. Basis of Acceptance:

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

3. Basis of Payment:

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____