

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR MAGNESIUM CHLORIDE AND CALCIUM CHLORIDE**  
**FOR THE SARPY COUNTY PUBLIC WORKS DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for magnesium chloride and calcium chloride 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 Husker Chem Sales for Magnesium Chloride and Calcium Chloride in the amount of \$0.88 per gallon for Magnesium Chloride, \$0.95 per gallon for 38% Calcium Chloride, and \$0.90 per gallon for 32% Calcium Chloride 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.

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 7<sup>th</sup> day of February, 2012.

  
 Sarpy County Board Chairman

ATTEST



  
 Sarpy County Clerk

Bid Tab  
 Magnesium Chloride Calcium Chloride  
 for the  
 Sarpy County Public Works Department

Bid Open:  
 Thursday, 2:00 p.m.  
 February 2, 2012

		Scotwood Industries, Inc.		Husker Chem Sales	
		Unit Price	Extended Price	Unit Price	Extended Price
Magnesium Chloride - Dust Control	30,000	\$1.12	\$33,600.00	\$0.88	\$26,400.00
Calcium Chloride 38% - Road Base Stabilization	15,000	\$1.31	\$19,650.00	\$0.95	\$14,250.00
Calcium Chloride 32% - Winter De-Icing	20,000	\$1.08	\$21,600.00	\$0.90	\$18,000.00
<b>Grand Total</b>					
			<b>\$74,850.00</b>		<b>\$58,650.00</b>

**Exhibit "A"**  
**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Husker Chemical hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Magnesium Chloride and Calcium Chloride for the Sarpy County Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Magnesium Chloride and Calcium Chloride in conformity with each and every term, condition, specification, and requirement 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](http://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:

Sarpy County Public Works Department  
15100 S. 84th Street  
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.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State

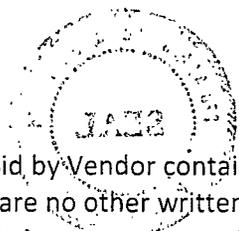
of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions 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: Hunker Chem Sales  
36712 Fletcher ave  
Box 405  
Weeping Water, ne  
68463



IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 7<sup>th</sup> day of February, 2012.

(Seal)



ATTEST:

Debra J. Houghtaling  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

[Signature]  
Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]  
Deputy County Attorney

Vendor: Husker Chem Sales

By: Gary M. Dunningan  
Title: General Manager

Attest:

\_\_\_\_\_  
Witness

ORIGINAL

## **SPECIFICATIONS**

# **Magnesium Chloride and Calcium Chloride For the Public Works Department**

## **SARPY COUNTY, NEBRASKA**

**PROPOSALS DUE: 2:00 p.m., Thursday, February 2, 2012**

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for Magnesium Chloride and Calcium Chloride for the Public Works Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of one (1) year commencing on April 1, 2012 through March 31, 2013, 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 2, 2012. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Magnesium Chloride and Calcium Chloride" 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 Bid Form including attachments.**

**Requests for information and clarification questions must be received by January 26, 2012 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](http://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 Clerk's 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 2, 2012.

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. various locations, 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**

1. Evaluation will be done by Beth Cunard, Sarpy County Purchaser along with personnel from the Public Works Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site [www.sarpy.com](http://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, judgment, experience, and efficiency of the Vendor.
  - e. The quality of previous performance.
  - f. Whether the Vendor can perform within the time specified.
  - g. The previous and existing compliance of the supplier with laws.
  - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
  - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
  - j. The energy efficiency ratio as stated by the supplier.
  - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
  - l. Such other information as may be secured having a bearing on the decision.

## Terms and Conditions:

### 1. Information, Discussion, and Disclosures:

- 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 or bcunard@sarpy.com. **Requests must be received by 12:00 p.m., January 26, 2012 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

### 2. Addenda:

- 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, 2012 through March 31, 2013, 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. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal:

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination:

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

11. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

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](http://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.

12. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements:

**The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.**

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

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.

### 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 County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

### Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

#### 14. Assignment:

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

15. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

## **Specifications**

Sarpy County is seeking proposals for magnesium Chloride for dust suppression and Calcium Chloride for road base stabilization and winter de-icing for County Roads for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit A) for a period of one (1) year commencing on April 1, 2012 through March 31, 2013, with two (2), one (1) year option periods. Sarpy County reserves the right to award the contract to more than one vendor.

1. Prices:

All prices offered herein shall be firm against any increase for one hundred twenty (120) days from the effective date of the proposed contract. After this period, a request for price increase shall be received in writing to the Sarpy County Public Works Department at least thirty (30) days prior to the effective date. Sarpy County reserves the right to accept or reject any price increase. Any price changes, downward or upward that may occur during the contract period shall be based on general industry changes as evidenced by revised printed price lists or notices, either by reason of market change or on the part of the Vendor or other customers. Sarpy County shall receive full proportionate benefits for price decrease immediately upon their effective date.

2. 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.

3. 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.

4. 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.

5. 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.

6. Literature:

Vendor will furnish a copy of the most recent Material Safety Data Sheet, plus provide application and storage details and information on all materials bid.

**Technical Specifications**

List all exceptions/clarifications/comments on the page provided. Indicate acceptance or exception by marking YES/NO/OTHER for specification listed. Any unmarked YES/NO/OTHER line will be noted as exception to the specification.

YES/NO/OTHER

1. Magnesium Chloride (mg C12) - Dust Suppression

y ——— A. Magnesium Chloride (mg C12)

Minimum 30% solution of low sulfate (Mg C12)  
Application rate of .3/gallon per square yard

Specify corrosive inhibitor: \_\_\_\_\_

y ——— B.

Delivery

Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within forty eight (48) hours after notification by the Sarpy County Public Works Department.

y ——— C.

Application

Sarpy County will grade the road and pre-wet the area prior to application.

Magnesium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.

y ——— D.

Quantities

Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

Magnesium Chloride: 30,000 Gal

y ——— E.

Private Residences

Private residences may contact the Sarpy County Public Works Department to request the application of Magnesium Chloride for dust control. **Vendor shall bill private residences directly for any Magnesium Chloride applied when they do not meet the criteria for Sarpy County to pay for the application.** Sarpy County will grade the road and pre-wet the area prior to application, but is not responsible for any costs associated with the application of Magnesium Chloride if it does not meet the specified criteria.

## 2. Calcium Chloride (CaCl<sub>2</sub>) - Road Base Stabilization

y ——— A.

Calcium Chloride (CaCl<sub>2</sub>)

Minimum 38% solution

y ——— B. Delivery

Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within five (5) calendar days after notification by the Sarpy County Public Works Department.

y ——— C. Application

Application rate of .25/gallon per square yard for every 1.5" of scarified aggregate. Final topcoat shall be applied at a rate of .2/gallon per square yard.

Calcium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.

y ——— D. Quantities

Typical County Road Base Stabilization projects run from one-half (1/2) mile to one (1) mile in length and have a width of twenty four (24) feet. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

Calcium Chloride: 15,000 Gal

3. Calcium Chloride (CaCl2) - Winter De-Icing

y ——— A. Calcium Chloride (CaCl2)

Minimum 32% solution

y ——— B. Delivery

Vendor shall make delivery within forty eight (48) hours after notification by the Sarpy County Public Works Department.

Delivery will be to the following Sarpy County locations:

- Main Public Works Shop - 15100 South 84th Street, Papillion, NE
- Gretna Shop - 21804 R&R Road, Gretna, NE
- Giles Road Shop - 4405 Giles Road, Bellevue, NE
- Laplatte Shop - 2502 Laplatte Road, Laplatte, NE

Y — — C. Storage Tanks

All Sarpy County locations have 3,000 gallon storage tanks. Vendor is responsible for all necessary equipment to transfer the Calcium Chloride to Sarpy County's storage tanks. Vendor is responsible for the transfer of the Calcium Chloride into Sarpy County's storage tanks.

Y — — D. Quantities

Storage tanks will be filled on an "as needed" basis. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum requirements.**

Calcium Chloride: 20,000 Gal

**EXCEPTIONS/CLARIFICATIONS/COMMENTS**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

COMPANY NAME: Husker Chem Sales

Sarpy County, Nebraska  
 Magnesium Chloride and Calcium Chloride  
 Bid Form

Description	Approx. # Gallons	Unit Price Per Gallon	Extended Price
Magnesium Chloride - Dust Control	30,000	\$ 0.88	\$ 26,400. <sup>00</sup>
Calcium Chloride 38% - Road Base Stabilization	15,000	\$ 0.95	\$ 14,250. <sup>00</sup>
Calcium Chloride 32% - Winter De-Icing	20,000	\$ 0.90	\$ 18,000. <sup>00</sup>
Grand Total			\$ 58,650. <sup>00</sup>

\*Prices are to be F.O.B. - Various Locations, Sarpy County, Nebraska

Company Information:

Years in business: 28

# of employees 4

Total sales last 3 years \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**References:**

Company Name: Lyman-Richey Corp  
Address: 4315 Cummins Omaha, ne 68131  
Contact Name: Mark Peety Phone Number: 402.558.2727  
Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
Email: \_\_\_\_\_

Company Name: Douglas County  
Address: 15505 W. Maple Rd Omaha, ne 68116-5173  
Contact Name: Floyd Stennecke Phone Number: 402.444.6395  
Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
Email: \_\_\_\_\_

Company Name: Saunders County  
Address: 433 N. Chestnut Wahoo, ne  
Contact Name: Steve Mike Phone Number: 402.443.8124  
Fax Number: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
Email: \_\_\_\_\_

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 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_

**Attachments:** Literature/Cut-sheets

Hecker Chem Sales  
Company Name

GARY Thimson  
Company Representative (Please print)

Authorized Signature

Telephone Number

36712 Fletcher Ave Box 405  
Address

402.267.4155  
Telephone Number

402.267.2985  
Fax Number

Weeping Water, ne 6843  
City, State & Zip

jericaservice@windstream.net  
E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

**Exhibit "A"**  
**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Husker ChemSales hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Magnesium Chloride and Calcium Chloride for the Sarpy County Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Magnesium Chloride and Calcium Chloride in conformity with each and every term, condition, specification, and requirement 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](http://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:

Sarpy County Public Works Department  
15100 S. 84th Street  
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.

## 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: Husker Chem Sales  
36712 Fletcher ave  
Box 405  
Weeping Water, ne  
68463

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 \_\_\_\_\_, 2012.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

Approved as to form and content:

\_\_\_\_\_  
Deputy County Attorney

Vendor: Husker Chem Sales

By: Gary M. Shingler

Title: General Manager

Attest:

\_\_\_\_\_  
Witness

# BID

FOR MAGNESIUM + CALCIUM  
CHLORIDE

TO BE RECEIVED UNTIL 2 P.M.

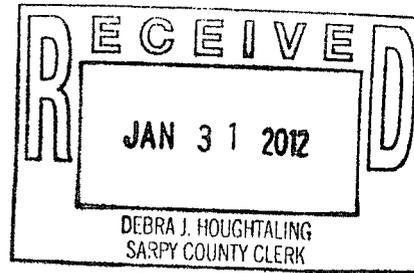
DATE FEB. 2, 2012

FROM

HUSKER CHEM SALES

P.O. BOX 405

WEEPING WATER, NE 68463



2:10 pm  
sm

DEBRA HOUGHTALING  
SARPY COUNTY CLERK  
1210 GOLDEN GATE DRIVE  
PAPILLION, NEBRASKA 68046-2895

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners  
From: Beth Garber  
Re: Award of Magnesium Chloride & Calcium Chloride

On February 2, 2012, two (2) bids were opened for Magnesium Chloride and Calcium Chloride for the Public Works Department. After reviewing the bids it is recommended the bid be awarded to the low bidder Husker Chem Sales. The price increased an average of 6% from the current contract price, which is less of an increase from 2009 and previous years. The contract will be for a period of one (1) year commencing on June 1, 2012 through May 31, 2013 with two (2), one (1) year options.

February 3, 2012

  
Beth Garber

cc: Mark Wayne  
Deb Houghtaling  
Scott Bovick  
Brian Hanson  
Rich Weber  
Denny Wilson

February 9, 2012

Gary Thimgon  
Husker Chem Sales  
36712 Fletcher Avenue, Box 405  
Weeping Water NE 68463

Dear Mr. Thimgon,

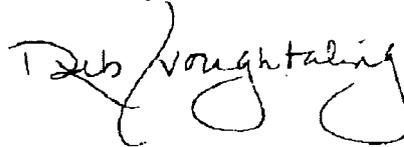
Action by the Sarpy County Board of Commissioners on February 7, 2012 is as follows:

Public Hearing and Resolution 2012-43: Award bid for magnesium chloride and calcium chloride for the Public Works Department. Beth Garber, Purchaser

MOTION: After a public hearing, Warren resolved, seconded by Nekuda, to approve the resolution and accept the low bid of Husker Chem Sales in the amount of \$0.88 per gallon for Magnesium Chloride, \$0.95 per gallon for 38% Calcium Chloride, and \$0.90 per gallon for 32% Calcium Chloride. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Please find a fully executed agreement enclosed for your records.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosure  
DH/kk