

Memorandum

To: Interested Contractors
From: John Winkler, General Manager
Date: December 21, 2021
Re: Invitation for Bids for Sarpy County Property Demolition
Bids Received by: January 4, 2022 10:00 AM

The Papio-Missouri River Natural Resources District (District) will receive bids for the demolition and cleanup of up to 6 residential properties in Sarpy County, Nebraska.

The work consists of demolition of a residential structures at up to 6 properties in Douglas County. Asbestos reports will be provided prior to demolition. A notice to proceed will be issued separately for each property. All work must be completed for that property within 60 days of the notice.

Items to be included in the bid:

- Removal of building debris to an approved landfill (this includes debris from the burning of structures, garages, driveways, sidewalks, and above-grade concrete slabs);
- Permitted disposal of fuel tanks that support a residential use only, if applicable;
- Removal of all structure foundation walls to at least 1 foot below the finish grade of the site;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and
- Grading, leveling, and seeding of all sites.

A map of the properties and a contractor agreement form are attached. Minimum insurance requirements are outlined in the contractor agreement form and are required in order to bid this project.

Bidders should provide their bid and a signed agreement to be considered.

Bids addressed to General Manager, Papio-Missouri River Natural Resources District, 8901 South 154th Street, Omaha, Nebraska 68138, and marked "Bid Enclosed – Sarpy County Demolition" must be on file in such office on or before 10:00 am on January 4, 2022. Any Bids received after the specified time will not be considered. The bids to be opened and read by the General Manager before bidders and the public commencing at 10:00 am on that same date at the District's office.

Inquiries regarding this matter may be addressed to Lori Laster at llaster@papionrd.org. Papio-Missouri River NRD staff may be reached by telephone at 402-444-6222.

**Contractor Agreement
(this "Contract")**



Papio-Missouri River Natural Resources District (District)	Contractor Information (Contractor)
8901 S. 154 th Street	Name:
Omaha, NE 68138	Address:
Phone: (402) 444-6222	City/State/Zip:
Fax: (402) 895-6543	Phone:

<p>Work to be performed for the District (the Work):</p> <p>The work consists of demolition of a residential structure(s) on up to 6 residential properties in Sarpy County, Nebraska. A map and property list are included in Attachment 3. The contractor should provide a price for each property. A separate notice to proceed will be issued for each property with all work completed withing 60 days of each notice issued.</p> <p>Items to be included in the bid:</p> <ul style="list-style-type: none"> •Removal of building debris to an approved landfill (this includes debris from the burning of structures, garages, driveways, sidewalks, and above-grade concrete slabs); •Permitted disposal of fuel tanks that support a residential use only, if applicable; •Removal of all structure foundation walls to at least 1 foot below the finish grade of the site; •Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and •Grading, leveling, and seeding of all sites. <p>See Attachment 2 for further details. Additionally, this project is funded in part by the Federal Emergency Management Agency (FEMA). See Attachment 1 for additional contract provisions.</p>
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Total Contract Price:	
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Contractor shall commence the Work on **January 24, 2022** and shall complete the Work by **December 31, 2022**. Time is of the essence for the Work. Contractor shall be responsible for obtaining any and all licenses, permits, and authorizations required for the Work. This Contract may only be amended or supplemented by a written change order executed by the District. Contractor shall not be entitled to any additional compensation in excess of the Contract Price, without The District’s prior written approval in the form of a written change order.

Contractor agrees to undertake the Work as an independent contractor without creation of an employee-employer relationship between Contractor and the District. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the District, its directors, officers and

employees, from and against all claims and demands of all persons arising out of the performance of the Work including but not limited to claims by Contractor, Contractor’s employees, and/or third parties for damages to persons or property, except as may be caused directly by the sole negligence or willful misconduct of the District or of its directors, officers or employees. Contractor shall not subcontract any portion of the Work or assign any portion of this Contract without the prior written consent of the District, which consent may be withheld in the District’s sole discretion.

Contractor agrees to and shall maintain the following types and minimum limits of insurance during the term of this contract, and at the commencement of the Work and at other times as reasonably requested by the District, to furnish Certificates of Insurance to the District evidencing the same:

- A. Commercial General Liability - \$1,000,000 – naming the District as an additional insured
- B. Workers Compensation – Statutory limits
- C. Commercial Auto Liability - \$1,000,000

Contractor affirmatively waives any and all claims by Contractor against the District for indirect or consequential damages, including but not limited to, lost or anticipated profits. Contractor further hereby waives any and all lien rights it may have with respect to the Work and/or any property related to the Work.

Contractor agrees to perform the Work skillfully, carefully, diligently and in a good and workmanlike manner, and guarantees and warrants the Work against all defects in materials or workmanship for 2 years after completion of the Work. Contractor agrees to comply with all Federal, State and local laws, codes, regulations, and the policies of the District, which can be found at <http://www.papionrd.org/about-nrd/policies-and-manuals/> (collectively, “Laws and Regulations”). Contractor further agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old age retirement funds, due as a result or incident of the Work.

Contractor shall submit a written invoice to the District for the Work completed up to the date of the invoice. The District will review the invoice to determine whether the invoice accurately represents the amount completed and, in its sole discretion, determine whether to approve the full invoice or pay a portion of the invoice for the Work completed at the date of the invoice. The invoiced amount as approved by the District will be paid to the Contractor no later than forty-five (45) days after the date the invoice was received by the District.

Contractor acknowledges that it has reviewed and will meet the Provisions 1 through 22 on the attached Government-Mandated Provisions document. _____ **(Contractor to Initial)**

Nothing herein or in any other agreement between Contractor and the District shall be construed as a waiver of all or any part of, or as in any way limiting, the sovereign immunity afforded to the District pursuant to Laws and Regulations.

Accepted and agreed to:

Papio-Missouri River NRD	Contractor:
Print Name/Title:	Print Name/Title:
Signature/Date:	Signature/Date:

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the NRD's contracts relating to the project include certain provisions. To the extent the government-mandated provisions listed below conflict with the terms of the Agreement between the NRD and Contractor, the government-mandated provisions shall apply. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR §13.36 and the FEMA Contract Provisions Template, FEMA Office of Chief Counsel.

1. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by NRD to Contractor, then NRD may take any one or more of the following steps, at its option:
 - a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the NRD hereunder, or obtain damages caused to the NRD by any such default;
 - b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
 - c. make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Agreement;
 - d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
 - e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of NRD to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that NRD prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by NRD.

2. Termination for Cause. NRD may terminate this Contract as set out in the foregoing Section 1(d).
3. Termination for Convenience. NRD may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

4. Equal Employment Opportunity.

a. Definitions

i. *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60- 1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. Requirements

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a

contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Anti-Kickback. Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair where the Davis-Bacon Act applies, but does not apply to the FEMA Public Assistance Program).
6. Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding). If applicable, and in accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. Contract Work Hours and Safety Standards Act. When awarded a contract by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers for construction work, the Contractor must comply with the following:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the NRD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by NEMA and NRD. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NEMA and NRD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment.

i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such

disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ii. Required disclosure forms are attached as Exhibit A to this addendum.

10. Reporting Requirements. The Contractor agrees to comply with all governmental requirements and regulations pertaining to the reporting of information within any specified period of time.

11. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

12. Access to Documents. Contractor shall exercise best efforts to maintain communication with NRD's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to NRD, Nebraska Emergency Management Agency (NEMA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the NRD, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the NRD's use of such documents on other projects.

13. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

14. Clean Air Act and the Federal Water Pollution Control Act.

1. For all Contracts in excess of \$150,000, the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the NRD and understands and agrees that the NRD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act 1. The contractor agrees to comply with all applicable

standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the NRD and understands and agrees that the NRD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. Procurement of Recovered Materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. Domestic Preference for Procurements. To the fullest extent permitted under law, the Contractor through its purchases and subcontracts shall provide a preference for the purchase, acquisition, or use of good, products or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

For the purposes of this section above:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

“Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Access to Records.

The following access to records requirements apply to this contract: (1) The Contractor agrees to provide NRD, NEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the NRD and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995]

19. Bonding Requirements. For construction or facility improvement contracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum bonding requirements are as follows:

- (1) A bid guarantee from each bidder equivalent to five (5) percent (%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Prior to or at contract execution, the Contractor shall provide to the NRD:

- (2) A performance bond on the part of the Contractor for one hundred (100) percent (%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- (3) A payment bond on the part of the Contractor for one hundred (100) percent (%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

(a) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national

security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(b) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(c) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used

as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

21. Compliance with Federal Law, Regulations and Executive Orders.

i. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ii. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Exhibit A

Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Supplementary Conditions
December 20, 2021



The following conditions are to be met and included in the bid:

- Demolition of structure(s) on up to 6 residential properties in Sarpy County. See attached map and property list.
- A notice to proceed will be issued separately for each property. All work must be completed for that property within 60 days of the notice.
- Asbestos reports will be made available with the notice to proceed.
- Obtain all necessary permits (demolition permit).
- Removal of demolition debris and household hazardous wastes to an approved landfill (this includes debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs);
- Permitted disposal of fuel tanks that support a residential use only;
- Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site;
- Filling of basements with compacted clean fill (basement floors must have a minimum 1-foot-diameter hole in the floor to allow for drainage);
- Removal of only those trees that restrict the demolition work on any structure;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and
- Grading, leveling, and seeding of all demolition sites.

I have read and accept these Supplemental Conditions.

Name/Company

Signature

Date

“This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.”

Sarpy County Buyout Project
Potential Structures for Demolition

Address	City	State	County	Zip Code	Demolition Price
13803 Elbow Bend Rd	Bellevue	NE	Sarpy	68005	
14402 Elbow Bend Rd	Bellevue	NE	Sarpy	68005	
14508 Elbow Bend Rd	Bellevue	NE	Sarpy	68005	
13703 Elbow Bend Rd	Bellevue	NE	Sarpy	68005	
13705 Elbow Bend Rd	Bellevue	NE	Sarpy	68005	
14422 Elbow Bend Rd	Bellevue	NE	Sarpy	68005	

2019 Sarpy Acquisitions



Potential buyout properties in Sarpy County as a result of 2019 flooding.

0.2mi

County of Sarpy, Iowa DNR, Nebraska Game & Parks Commission, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA