

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AWARDING BID FOR HIGH DENSITY FILE SHELVING**  
**FOR THE SARPY COUNTY NEW LAW ENFORCEMENT CENTER**

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 Midwest Storage Solutions, Inc. for the High Density File Shelving for the New Law Enforcement Center in the amount of Sixty Seven Thousand Three Hundred Twenty One Dollars and Seventy Six Cents (\$67,321.76) which includes Evidence Storage - Base Bid plus Option 1, 2, 3, and 4; Personnel Records - Base Bid plus Option 1; Extended Maintenance Year 2, 3, 4, and 5 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 14<sup>th</sup> day of December, 2010.

Moved by Tom Richards, and seconded by Rusty Hike, that the above Resolution be adopted.  
Carried.

YEAS: [Signatures]

NAYS: none

ABSENT: none

ABSTAIN: none



Attest: [Signature]  
Sarpy County Clerk

SEAL

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

## 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 Midwest Storage Solutions, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for High Density File Shelving for the Sarpy County Law Enforcement Center; 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 High Density File Shelving 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.

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:

Beth Cunard  
Sarpy County Purchasing  
1210 Golden Gate Drive  
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH:

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

**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. Michael Farrell  
Midwest Storage Solutions, Inc.  
5845 S. 118<sup>th</sup> Circle  
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 14<sup>th</sup> day of December, 2010.

(Seal)



ATTEST:

Debra J. Houghtaling  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

Joni Albrecht  
Chairperson 12/14/10  
Sarpy County Board of Commissioners

Approved as to form and content:

Mark A. [Signature]  
Deputy County Attorney

Vendor: Midwest Storage Solutions

By: Taylor Lilheath  
Title: Vice President

Attest:

VICKI ALLEY → Vicki Alley  
Witness

COMPANY NAME: Midwest Storage Solutions, Inc.

Sarpy County, Nebraska  
High Density File Shelving  
Bid Form

**Evidence Storage:**

Total Base Bid - Evidence Storage: \$ 49,021.71  
(As Specified)

Option 1 - Program Carriages in Field: \$ Included in base price

Option 2 - Fully Passive Safety System: \$ 8605.76

Option 3 - Audit Trail/Security Control: \$ Included in base price

Option 4 - Automatic Battery Backup: \$ 1801.69

**Personnel Records:**

Total Base Bid - Personnel Records: \$ 7202.07  
(As Specified)

Option 1 - Safety Sweep: \$ 690.53

**Optional Bid: Extended Maintenance**

Year 2 Maintenance: \$ Included in purchase price

Year 3 Maintenance: \$ Included in purchase price

Year 4 Maintenance: \$ Included in purchase price

Year 5 Maintenance: \$ Included in purchase price

\*Prices are to be F.O.B. - 8335 Platteview Road, Papillion, NE 68046

ESTIMATED DELIVERY DATE: 5-6 weeks

**Company Information:**

Years in business: Established 1998

# of employees 13

Total sales last 3 years

2008	\$2,300,000
2009	\$2,200,000
2010	\$3,400,000

**References:**

Company Name: City of Omaha Police Department  
Address: 505 South 15<sup>th</sup> Street Omaha NE  
Contact Name: Connie Peocosky Phone Number: 402-444-5615  
Fax Number: \_\_\_\_\_ Date of Purchase: 7-11-08, 6-24-10

Company Name: City of Sioux City Police Department  
Address: 601 Douglas Street Sioux City IA  
Contact Name: Mr. Zach Chirwka Phone Number: 712-279-6104  
Fax Number: \_\_\_\_\_ Date of Purchase: 11-11-10

Company Name: Lancaster County Attorney  
Address: 575 South 10<sup>th</sup> Street Lincoln NE  
Contact Name: Ms. Judy Foley Phone Number: 402-441-7335  
Fax Number: \_\_\_\_\_ Date of Purchase: 9-23-09

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

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

Addendum #1 received 11/24/10  
Addendum #2 received 12/1/10

**Attachments:**      **Literature/Drawings**  
                             **Warranty Information**

**Additional References:**

**Saunders County Corrections**

**387 North Chestnut Street, Suite 3**

**Wahoo, NE**

**Mr. Bill Mullholland Ph. (402) 443-6198**

**Date of Purchase: 2-10-09**

**Federal Bureau of Investigation Omaha**

**4411 South 121<sup>st</sup> Street**

**Omaha, NE**

**Ms. Julie Fidler Ph. (402) 530-1555**

**Date of Purchase: 8-11-10**

**Douglas County**

**City of La Vista Police Department**

**O'Brien County Sheriff**

**City of Papillion Police Department**

**Nebraska State Patrol – Lincoln NE,**

**Nebraska State Patrol – Omaha, NE**

**City of Bellevue Police Department**

**City of Lincoln Police Department**

**City of Grand Island Police Department**

Midwest Storage Solutions, Inc

Company Name

Michael K. Farrell

Authorized Signature

5845 S. 118<sup>th</sup> Circle

Address

Omaha, NE 68137

City, State & Zip

Michael K. Farrell

Company Representative (Please print)

402-935-0357

Telephone Number

402-935-0361

Fax Number

mikef@mss-1.com

E-Mail Address

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

3

Bid Tab  
 High Density File Shelving  
 for the  
 Law Enforcement Center

Bid Opening:  
 2:00 p.m., Thursday  
 December 9, 2010-

	OSDI Midwest Inc.	Midwest Storage Solutions, Inc.
<b>Evidence Storage</b>		
Base Bid	\$63,974.91	\$49,021.71
Option 1 - Progam Carriages in Field	No Bid	Included
Option 2 - Fully Passive Safety System	No Bid	\$8,605.76
Option 3 - Audit Trail/Security Control	\$4,800.00	Included
Option 4 - Automatic Battery Backup	\$266.00	\$1,801.69
<b>Subtotal</b>	<b>\$69,040.91</b>	<b>\$59,429.16</b>
<b>Personnel Records</b>		
Base Bid	\$13,751.19	\$7,202.07
Option 1 - Safety Sweep	\$864.00	\$690.53
<b>Subtotal</b>	<b>\$14,615.19</b>	<b>\$7,892.60</b>
<b>Optional Bid: Extended Maintenance</b>		
Year 2	\$2,924.00	Included
Year 3	\$4,386.00	Included
Year 4	\$5,848.00	Included
Year 5	\$7,310.00	Included
<b>Subtotal</b>	<b>\$20,468.00</b>	<b>\$0.00</b>
<b>Grand Total with all Options</b>	<b>\$104,124.10</b>	<b>\$67,321.76</b>

# 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

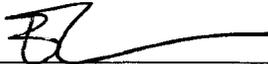
## MEMO

To: Sarpy County Board of Commissioners  
From: Beth Cunard  
Re: Award of File Shelving

On December 9, 2010, the Purchasing Department received and opened two (2) bids for High Density File Shelving for the new Law Enforcement Center. The bids have been reviewed by Dan Williamson and myself and it has been recommended that the bid be awarded to the low bidder, Midwest Storage Solutions, Inc. for \$67,321.76. This includes the base bids and all options for both Evidence Storage and Personnel Records. The bid also includes five (5) years of maintenance on the systems. A bid tabulation is attached for your review. The amount budgeted for this project in the bond issue was \$109,607.69.

Should you have any questions, please feel free to contact me at [bcunard@sarpy.com](mailto:bcunard@sarpy.com) or the number listed above.

December 9, 2010

  
\_\_\_\_\_  
Beth Cunard

cc: Mark Wayne  
Scott Bovick  
Deb Houghtaling  
Brian Hanson  
Capt. Williamson