

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING TOWER EQUIPMENT INSTALLATION
FOR THE COMMUNICATIONS 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 the tower Equipment Installation for the Communications Department have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

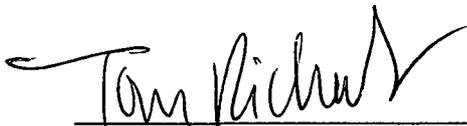
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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

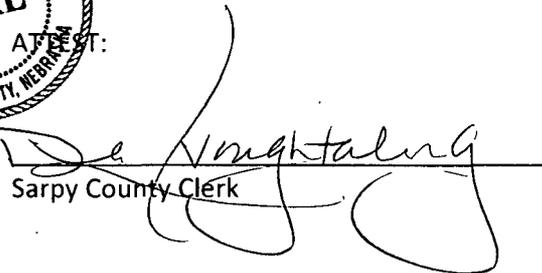
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of JNFS Engineering Inc. for Tower Equipment Installation in the amount of Forty Six Thousand One Hundred and Three Dollars and Sixty Eight Cents (46,103.68) plus Option 1: KPTM Tower Repair is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 6th day of December, 2011.


 Sarpy County Board Chairman




 Sarpy County Clerk

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 JNFS Engineering Inc. hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Tower Equipment Installation for the Sarpy County Tower Equipment Installation; 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 Tower Equipment Installation 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:

Emergency Management
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

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

II. DUTIES OF COUNTY:

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

III. BREACH:

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

the pursuit of other remedies for breach of contract as allowed by law.

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. James Noe
JNFS Engineering Inc.
645 Seward St.
PO Box 242
Seward, NE 68434

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 6th day of December, 2011.

(Seal)



ATTEST:

Debra J. Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Tom Michael 12/6/2011
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Kerry A. Schmid
Deputy County Attorney

Vendor: JWFS Engineering Inc

By: James Nowe
Title: President

Attest:

Kandim Brown
Witness

Witness - Kandim Brown

Bid Tab
Tower Equipment Installation

2:30 p.m., Wednesday
November 23, 2011.

	JNFS Engineering Inc.		Tri State Tower		Capital Tower & Communications		Vertical Limit Construction	
	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
KPTM Tower	\$19,114.55	\$19,114.55	\$26,683.00	\$26,683.00	\$18,850.00	\$18,850.00	\$26,568.60	\$26,568.60
Bellevue Tower	\$7,520.00	\$7,520.00	\$3,513.00	\$3,513.00	\$18,500.00	\$18,500.00	\$8,766.08	\$8,766.08
Courthouse Tower	\$19,469.13	\$19,469.13	\$25,970.00	\$25,970.00	\$41,500.00	\$41,500.00	\$29,017.22	\$29,017.22
Option 1: KPTM Repair								
Repair Inspection	\$6,939.00	\$6,939.00	\$2,880.00	\$2,880.00	\$6,400.00	\$6,400.00	\$18,417.09	\$18,417.09
Price per 10' of Repair	\$253.00	\$6,578.00	\$30.00	\$780.00	\$640.00	\$16,640.00	N/A	N/A
Total Option Bid - Estimate 260'		\$13,517.00		\$3,660.00		\$23,040.00		\$18,417.09
Total Bid, without Option 1		\$46,103.68		\$56,166.00		\$78,850.00		\$64,351.90
Total Bid, with Option 1		\$59,620.68		\$59,826.00		\$101,890.00		\$82,768.99

Beth Cunard

From: Jim Tracy
Sent: Monday, November 28, 2011 11:10 AM
To: Larry Lavelle
Cc: Beth Cunard; Neil Johnson
Subject: Tower equipment RFP recommendation

Larry,

After review and consideration by Neil and myself we have decided to recommend JNFS to purchasing for the tower equipment install RFP. JNFS was the low bidder and we are familiar with his work. We have every reason to expect that he can complete the task on time and with a high degree of quality. His bid (less option 1) was \$46,103.68 which was less than our original estimate. Option 1 (the KPTM repair) is not technically a part of the project so a funding source should probably be identified. We will not, however know the exact amount until the inspection is complete. I would expect that final price for the repair to land in the \$12,000-\$15,000 range depending on the extent of the repairs needed.

Jim Tracy

*Communications Specialist
Sarpy County 911
1-402-593-1502
Mobile: 1-402-659-9465*

COMPANY NAME: JNFS Engineering Inc

Sarpy County, Nebraska
Tower Equipment Installation
REVISED Bid Form

KPTM Tower: \$ 19,114.55
As Specified

Bellevue Tower: \$ 7,520.00
As Specified

Courthouse Tower: \$ 19,469.13
As Specified

Option 1:
KPTM Repair Inspection: \$ 6,939.00

Price per 10' of Repair: \$ 253.00
As inspected and approved by Sarpy

Total Bid, without Option 1: \$ 46,103.68

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

INSTALLATION DATE(S) & TIME FRAME: December at any point
Based on date of Notice to Proceed

Company Information:

Years in business: 17
of employees 5
Total sales last 3 years \$2,925,000.00

References:

Company Name: FTC / Heartland Net
Address: 615 Iowa Av. Essex, Ia 51638
Contact Name: Tom Hill Phone Number: 712 379 3600
Fax Number: _____ Date of Purchase: current
Email: thill@ftcIowa.com

Company Name: Panora Telephone Company
Address: 114 East Main St Panora, Ia 50216
Contact Name: Andy Randall Phone Number: 641-755-2424
Fax Number: _____ Date of Purchase: current
Email: andrewrandol@panorateko.com

Company Name: Coon Valley Telco
Address: 516 Sherman St, Menlo, Ia 50164
Contact Name: Jim Nelson Phone Number: 641 524 2111
Fax Number: _____ Date of Purchase: current
Email: JNelson@coonvalleytelco.com

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 

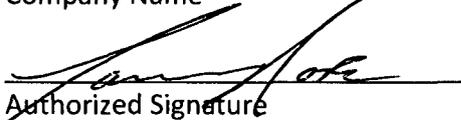
Attachments: Literature/Cut-sheets
Warranty Information

JNFS Engineering Co.

Company Name

James NoE

Company Representative (Please print)



Authorized Signature

800 839 4342

Telephone Number

645 Seward, St

Address

PO Box 242

Fax Number

Seward, NE 68434

City, State & Zip

James@JNFS.NET

E-Mail Address

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

Exhibit "A"
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Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

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County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: JNFS Engineering Co
1645 Seward, NE
PO Box 242
Seward, Ne 68434

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 _____, 2011.

(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: JWFS Engineering

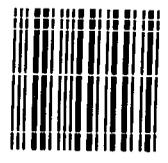
By: James WOE

Title: Operations Officer
Owner

Attest:

Witness

H AND R BLOCK
245 SEWARD ST
SEWARD, NE 68434



U.S. P
PAID
SEWARD
684
NOV 21
AMOU

\$5
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1006

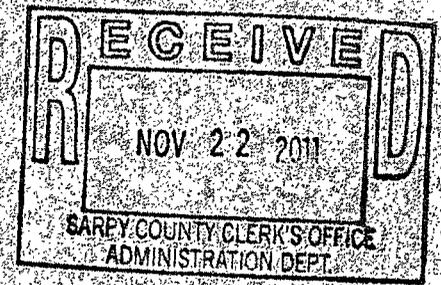
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*Towers
Installation*



Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046



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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 Cunard, Senior Buyer/Contract Administrator
(402) 593-4476

Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Tower Equipment Installation

On November 23, 2011 the Purchasing Department opened four bids for the Tower Equipment Installation for the Communications Department. After review, it is recommended that the bid be awarded to the low bidder, JNFS Engineering, Inc. for \$46,103.68 plus Option 1: KPTM Tower Repair. \$100,000 was included in the E911 Master Control Project for antenna equipment purchase and installation. If Option 1 is included, the total cost will add up to approximately \$107,000. The Communications Department will pay the remaining \$7,000 out of their department budget. Sarpy County has worked with JNFS and is comfortable with their work.

The bid has been reviewed by the Communications Department and is recommended for approval. If you have any questions, please feel free to contact me.

November 28, 2011

Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Larry Lavelle

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

December 8, 2011

JNFS Engineering Inc.
Mr. James Noe
645 Seward St., PO Box 242
Seward NE 68434

RE: Tower Equipment Installation for Communications Department

Action by the Sarpy County Board on December 6, 2011 is as follows:

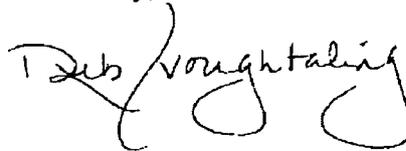
Public Hearing and Resolution 2011-394: Award bid for tower equipment installation for the E911 Communications Department. Beth Cunard, Purchaser

MOTION: After a public hearing, Nekuda resolved, seconded by Thompson, to approve the resolution and accept the low bid of JNFS Engineering Inc. in the amount of \$46,103.68 plus Option 1: KPTM Tower Repair. Ayes: Hike, Thompson, Richards & Nekuda. Nays: None. Absent: Warren.

Please find enclosed two (2) originals of the agreement which have been approved and signed by the Chairman of the Board. Upon completion, please provide **one original** for Sarpy County records.

Mail to: Sarpy County Clerk
Attn: Kendra Koehler
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/kk