

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR MICROFILM SERVICES
FOR THE REGISTER OF DEEDS OFFICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for microfilm services 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.

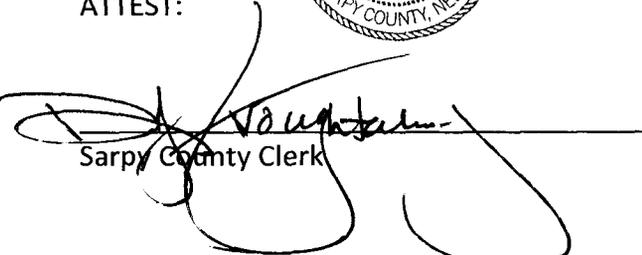
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of MIPS, Inc.. for Microfilm Services for \$15.90/Roll for 16 mm to DD Neg; \$31.25/Roll for 35 mm to DD Neg and Scan/paper to DD Neg at \$.085/Image 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 9th day of September, 2014.


 Sarpy County Board Chairman

ATTEST:


 Sarpy County Clerk



Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Microfilm Services

On August 28, 2014 three (3) bids were opened for Microfilm Services for the Register of Deeds Office. After reviewing the bids, it is recommended the bid be awarded to the low bid, MIPS, Inc. for an estimated total of \$36,669.50. MIPS, Inc. is a reliable company who is familiar with county needs and requirements.

The project will be paid out of the Register of Deeds Technology Fund. Currently the State of Nebraska Historical Society holds some of the Register of Deeds microfilm archival reels. While some of these reels are deteriorated and need to be recreated, the project includes duplicating all of the reels so the County can maintain possession of our archival microfilm.

Please feel free to contact me at bgarber@sarpy.com with any questions.

August 29, 2014

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Lloyd Dowding

Microfilm Services
for the
Register of Deeds Office

Bid Opening:
2:00 p.m., Thursday
August 28, 2014

		Data Management Internationale		Microfilm Imaging Systems		MIPS, Inc.	
	Appx Roll Count						
Set up Fee		\$2,000.00		\$11.80	\$18,844.60	\$0.00	
16 mm Roll to DD Neg	1,355	\$38.00	\$51,490.00	\$49.78	\$67,451.90	\$15.90	\$21,544.50
35 mm Roll to DD Neg	242	\$52.00	\$25,168.00	\$54.67	\$26,460.28	\$31.25	\$15,125.00
Scan/Paper to DD Neg		\$0.07		\$0.13		\$0.085	
Total*			\$78,658.00		\$112,756.78		\$36,669.50
*Total w/o Paper to DD Neg							

Beth Garber

From: Lloyd Dowding
Sent: Friday, August 29, 2014 2:10 PM
To: Beth Garber
Cc: Steve Stastny; Linda Lape
Subject: Microfilm Project Recommendation

Ms. Garber,
After reviewing the various bids and their qualifications I would recommend that the low bid presented by Mr. Bob Fountaine of MIPS, INC. be awarded the project.

Lloyd J. Dowding
Sarpy County Register of Deeds
402-593-2187

COMPANY NAME: MIPS, Inc.

**Sarpy County, Nebraska
Microfilm Services
Bid Form**

Project Set Up Fees: \$ N/C
Pick up, preparation, delivery

16 mm Roll to DD Neg: \$ \$15.90/roll
Silver duplicate & brown toned – as specified (indexed, labeled, boxed, delivered)

35 mm Roll to DD Neg: \$ \$31.25/roll
Silver duplicate & brown toned – as specified (indexed, labeled, boxed, delivered)

Scan/Paper to DD Neg: \$.085/image
Silver duplicate & brown toned – as specified (indexed, labeled, boxed, delivered)

No additional fees will be allowed or approved by the County.

Company Information

Years in business: 23

of employees 19

Total sales last 3 years
2014 = \$2,740,000.00
2013 = \$2,270,000.00
2012 = \$2,320,000.00

References

Company Name: Salina Blue Print
Address: 209 S Santa Fe Ave. Salina, KS 67401
Contact Name: Gary Stansberry Phone Number: 785-827-6182
Date of Purchase: 1995 - Present Email: gary@salinablue.com

Company Name: Nebraska State Historical Society
Address: PO Box 82554 Lincoln, NE 68501
Contact Name: Mary Woltemath Phone Number: 402-471-4776
Date of Purchase: May, 2014-Present Email: mary.woltemath@nebraska.gov

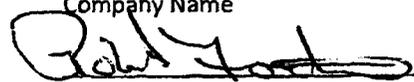
Company Name: Saunders County Reg. of Deeds
Address: PO Box 184 Wahoo, NE 68066
Contact Name: Don Clark Phone Number: 402-443-8111
Date of Purchase: 2000-Present Email: dclark@co.saunders.ne.us

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 _____
Addendum #2 _____

Attachments: **Timeline/Schedule**

MIPS, Inc.
Company Name

Authorized Signature
PO Box 386
Address
Red Cloud, NE
City, State & Zip

Bob Fontaine
Company Representative (Please print)
402-419-4737
Telephone Number
N/A
Fax Number
bob.fontaine@nacone.org
E-Mail Address

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

AGREEMENT

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

WHEREAS, County is desirous of contracting for Microfilm Services for the Register of Deeds; 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 Microfilm Services in conformity with each and every term, condition, specification, and requirements 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:

Register of Deeds
Sarpy County Courthouse
1210 Golden Gate Drive, Suite 1230
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.

IV. 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.

V. 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, Suite 1250 Papillion, NE 68046
Vendor:	Mr. Bob Fontaine MIPS, Inc. PO Box 386 Red Cloud, NE 68970

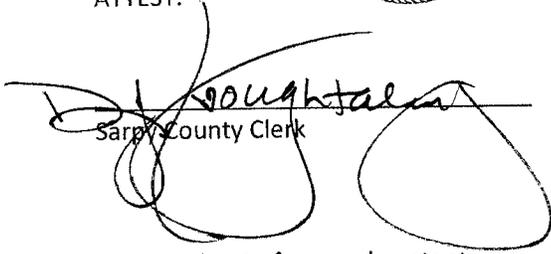
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 12 day of SEPTEMBER, 2014.

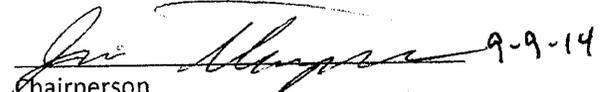
(Seal)



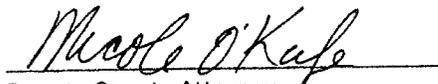
COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:


Sarpy County Clerk

 9-9-14
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Vendor: MIPS Inc.

By: 

Title: Division Manager

Attest:


Witness

