

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR COURTHOUSE CAMERA UPGRADE PROJECT
FOR THE SARPY COUNTY SHERIFF'S 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 this matter have been solicited and reviewed pursuant to applicable Nebraska State Statutes; 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 Prime Communications, Inc. for the Courthouse Camera Upgrade Project for Twenty Thousand Two Hundred Twenty Seven Dollars and Sixty Seven Cents (\$20,227.67) and the Optional Parapet Mount Accessories for One Thousand Two Hundred Twenty Four Dollars and Two Cents (\$1,224.02) attached 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.

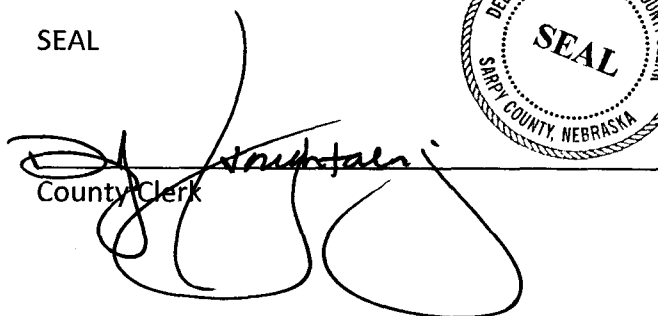
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 27th day of January, 2015.


 Sarpy County Board Chairman

Attest:

SEAL




 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 Camera Upgrade Project

On January 8, 2015, three (3) bids were opened for the Courthouse Camera Upgrade Project for the Sheriff's Office. After reviewing the bids it is recommended the bid be awarded to the low bidder, Prime Communications, Inc. for \$20,227.67 plus the optional alternate of the parapet mount accessories for \$1,224.02.

Prime Communications is a licensed integrator with Genetic, the video software. Further, Prime has worked with Sarpy on our camera system successfully. Please contact me with any questions.

January 15, 2015


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Gary Mackeprang
Captain Yost

Beth Garber

From: Gary Mackeprang
Sent: Thursday, January 15, 2015 1:38 PM
To: Rolly Yost
Subject: FWD: RE: Bids

Hello Captain,

At your request, I am making the following recommendation regarding the submittal of sealed bids for the camera update project, I have reviewed the 3 companies' proposals and wish to recommend the bid be awarded to Prime Communications Inc.

There are several reasons for arriving at that recommendation that I would like to enumerate:

- **My work history with the company on prior projects.** Prime Communications Inc. did the preliminary phase work of beginning the transition of the security cameras at the Administration Building of the Courthouse Campus which included replacing external cameras. As such, they became the licensed integrator for the video software licensed by Genetec. All staff who I have worked with have shown superior capabilities and knowledge of the product, the task at hand and how it fit into the overall project. Service requests have been easy to schedule, quickly responded to, and resolved without repeated visits.
- **Cost savings.** During the initial project they worked with me to develop specifications for the video server which will meet our video data processing and storage needs as the project continues - this was done knowing that the machine would be purchased in-house and not part of their bid. By doing so, we were able to save over \$7000. They also worked with me to re-utilize existing equipment to save money during the project. During repair projects at the Sheriff's Office, unrelated to the Courthouse project, they offered alternatives which saved the County more than a thousand dollars over another recommendation. Prime Communications Inc. then moved forward with a suggested correction related to repair a poor install of the original equipment.
- **Familiarity with the products.** Prime Communications Inc. has the highest level of dealership status for the chosen camera brand allowing for quick delivery of product and rapid repair/replacement of warranty items. They also maintain a close and active partnership as an integrator with the company which publishes the video management software.

In addition to the recommendation of the vendor, I would also strongly encourage accepting the optional parapet mount for the outdoor cameras of \$1,224.02. The bid included the direct wall mount of the cameras in a vertical manner on the exterior walls and while this is fully functional and offers aesthetic appeal, I believe that the parapet mounting of the exterior cameras offer enhanced viewing perspectives and greater equipment (camera) protection.

Please let me know if you have any questions or need further information.

From: Beth Garber
Sent: Monday, January 12, 2015 10:53 AM
To: Gary Mackeprang
Subject: Bids

I will contact Prime and ensure they included the annual software maintenance within their bid. If they did, please review and let me know how you wish to proceed.

Beth Garber
Purchasing/Contract Administrator
Sarpy County Purchasing Department
1210 Golden Gate Drive

Courthouse Camera Upgrade Project
for the
Sheriff's Office

Bid Opening:
2:00 p.m., Thursday
January 8, 2015

		Miller Electric Co.	Prime Communications, Inc.	Electronic Contracting Co.
Description	Quantity	Extended Price	Extended Price	Extended Price
Indoor Cameras				
Hall of Justice – Courtroom Cameras	8	\$4,248.00	\$3,768.96	\$4,840.00
Hall of Justice – Main Entrance	1	\$531.00	\$471.12	\$605.00
Hall of Justice – Public Counter	1	\$531.00	\$471.12	\$605.00
Administration – Public Stairs	1	\$531.00	\$471.12	\$605.00
West Annex Building – Adult Probation	1	\$248.00	\$226.30	\$270.00
East Annex Building – Adult Probation Drug Testing	1	\$248.00	\$226.30	\$270.00
Farm Bureau Building – Juvenile Probation Lobby	1	\$248.00	\$226.30	\$270.00
Outdoor Cameras				
Hall of Justice – West Entrance	1	\$1,033.00	\$911.58	\$1,285.00
Hall of Justice – North Entrance	1	\$1,033.00	\$911.58	\$1,285.00
Hall of Justice Northeast Entrance	1	\$1,033.00	\$911.58	\$1,285.00
East Annex – Northeast Parking Lot	1	\$1,033.00	\$911.58	\$1,285.00
Cabling & Accessories				
Cabling – All Cameras to Data Closets		\$4,235.00	\$1,577.30	\$1,240.00
Licensing Fees				
Genetec Licensing	18	\$5,250.00	\$2,915.10	\$4,500.00
Software Maintenance Annual Fee				
Annual Software Maintenance Fee				\$540.00
Labor				
Labor – Install all Cameras per Specifications		\$6,360.00	\$6,227.73	\$4,260.00
Total Bid		\$26,562.00	\$20,227.67	\$23,145.00

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 Prime Communications, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Courthouse Camera Upgrade Project for the Sheriff's Office; 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 Courthouse Camera Upgrade Project 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:

Sheriff's Office
Attn: Capt. Yost
8335 Platteview Road
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

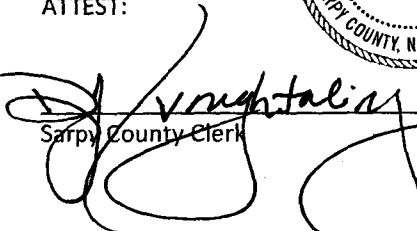
Vendor: Mr. Dave Kanne
Prime Communications, Inc.
22145 West Maple Road
Elkhorn, NE 68022

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 27th day of January, 2014.

(Seal)



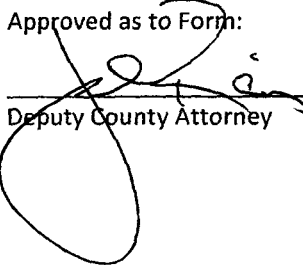
ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners

Approved as to Form:


Deputy County Attorney

Vendor: Prime Communications, Inc.

By: Brett Dammatt

Title: CFO