

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR 911 CENTER COMPUTER ROOM AIR CONDITIONING (CRAC)
UNIT REPLACEMENT PROJECT FOR THE FACILITIES MANAGEMENT DEPARTMENT

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

WHEREAS, bids for the CRAC Unit Replacement Project have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, 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. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Hayes Mechanical for 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project in the amounts of One Hundred Seventy Eight Thousand Eight Hundred Sixty Two Dollars and No Cents (\$178,862.00) 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.

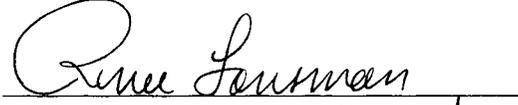
The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 14th day of April, 2016.

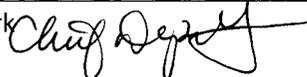


Sarpy County Board Chairman



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 Computer Room Air Conditioning Unit

On April 14, 2016, six (6) bids were opened for the 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project for the Facilities Management Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Hayes Mechanical for \$178,862.00 with work beginning in June, 2016. The County has worked with Hayes Mechanical previously with very positive results. We feel they are fully capable of handling a project of this size and scope.

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

April 14, 2016


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Stu DeLaCastro

911 Center CRAC Unit Replacement Project
for the
Facilities Management Department

2:00 p.m., Thursday
April 14, 2016

	Hayes Mechanical	Mechanical Systems, Inc.	MMC Mechanical Contractors	Syncquip	Prairie Mechanical	US Mechanical Service
Lump Sum Base Bid	\$178,862.00	\$301,355.00	\$213,755.00	\$183,500.00	\$203,958.00	\$260,900.00
Installation Date	6/1/2016	TBD	6 Weeks	June, 2016	8 Weeks	6 Weeks

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: April 14, 2016
To: Beth Garber
From: Ross Richards
Subject: Sarpy County Courthouse – Computer Room Air Conditioning (CRAC)
Unit Replacement Project - Recommendation Memo

Facilities Management recommends awarding the CRAC Unit Replacement Project to Hayes Mechanical for the Lump Sum Bid amount of \$178,862. Six bids were received and Hayes Mechanical is the lowest responsive and responsible bidder.

Funds are available in Fiscal Year 2016 Capital Projects Budget.

Hayes Mechanical is well suited for this type of project and their bid is less than the engineers most recent cost opinion.

Please contact me at 402-593-4358 if you have questions or need additional information.

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 Hayes Mechanical, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project for the Facilities Management Department; 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 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement 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:

Facilities Management Department
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.

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: Hayes Mechanical
Trevor Scholting
10608 S. 147th St.
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19th day of April, 2016.

(Seal)



ATTEST:

Renee Farsman
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Don Kelly
Chairperson
Sarpy County Board of Commissioners

Approved As To Form:

John W. Reitz
Deputy County Attorney

Vendor: Hayes Mechanical

By: [Signature]

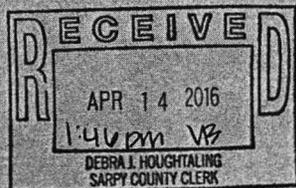
Title: Commercial Division Manager

HAYES MECHANICAL
ESTABLISHED 1976

10608 South 147th Street
Omaha, NE 68138

(402) 502-0299

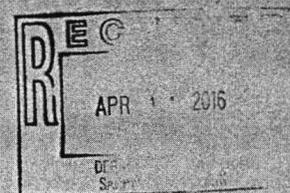
Fax (402) 502-6584



HAYES MECHANICAL
ESTABLISHED 1976

10608 South 147th Street
Omaha, NE 68138

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Suite 1250
Papillion, NE, 68046



Thursday, April 14, 2016 @ 2:00pm.

Sealed Bid - 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project

COMPANY NAME: Hayes Mechanical

Sarpy County, Nebraska
911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project
Bid Form

Lump Sum Base Bid: \$ 178,862.00
(As specified)

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

INSTALLATION DATE: 06/01/2016

Company Information

Years in business: 98

of employees 347

Total sales last 3 years
\$176,118,693
\$188,911,744
\$219,749,761

References

Company Name: Northern Natural Gas
Address: 1111 South 103rd Street, Omaha, NE 68124
Contact Name: Rich Fruge Phone Number: 402-740-6842
Date of Purchase: _____ Email: richard.fruge@nngco.com

Company Name: Werner Enterprises
Address: PO Box 45753, Omaha, NE 68145
Contact Name: Danny Johnson Phone Number: (402) 289-7023
Date of Purchase: _____ Email: djohnson@werner.com

Company Name: Pay Pal
Address: 12312 Port Grace Blvd, La Vista, NE 68128
Contact Name: Joe Smisek Phone Number: (402) 203-3909
Date of Purchase: _____ Email: jsmisek@paypal.com

