

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR COURTHOUSE ROOF TOP UNIT REPLACEMENT PROJECT
FOR THE FACILITIES MANAGEMENT DEPARTMENT

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:

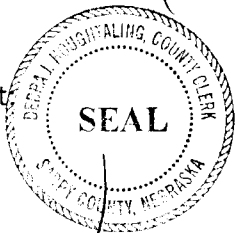
- (1) The low bid of MMC Mechanical Contractors, Inc. for the Courthouse Roof Top Unit Replacement Project for Sixty Five Thousand Three Hundred Fifty Four Dollars and No Cents (65,354.00) attached is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized 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.

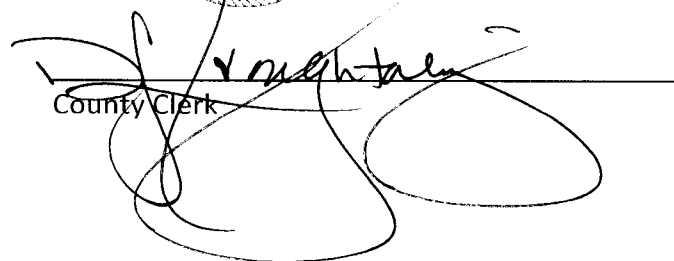
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of March, 2015.


Sarpy County Board Chairman

Attest:

SEAL




County Clerk

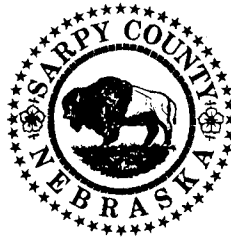
Courthouse Roof Top Unit Replacement Project
for the
Facilities Management Department

Bid Opening: 2:00 p.m., Thursday
March 5, 2015

	Syncquip	Mechanical Systems, Inc.	Rasmussen Mechanical Services	Prairie Mechanical	MMC Mechanical Contractors	J&R Mechanical Contractors
Lump Sum Estimate Bid	\$67,890.00	\$68,920.00	\$77,000.00	\$67,930.00	\$65,354.00	\$70,810.00
Start Date	4/1/2015	6/1/2015	5/2015	10 weeks from award	6/1/2015	6 weeks after notice
Completion Date	7/1/2015	6/5/2015	5-6/2015	1 week after start	6/30/2015	5 days after delivery

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

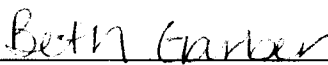
From: Beth Garber

Re: Courthouse Roof Top Unit Replacement Project Award

On March 5, 2015, six (6) bids were opened for the Courthouse Roof Top Unit Replacement Project. After reviewing the bids, it is recommended the bid be awarded to the low bidder, MMC Mechanical Contractors, Inc. for \$65,354.00. The County has worked with MMC on several other projects with successful results.

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

March 5, 2015


Beth Garber

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

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: March 6, 2015
To: Beth Garber
From: Ross Richards
Subject: **Courthouse Roof Top Unit (RTU) Replacement Project
Recommendation Memo**

On March 5, 2015 six bids were received for the Courthouse RTU Replacement Project. Facilities Management recommends awarding to the lowest responsible bidder, MMC Mechanical Contractors Incorporated, for the bid amount of \$65,354.00. This project replaces the outdated RTU that provides cooling for portions of District Courtrooms, County Attorney Offices and adjacent common areas.

MMC is well suited for this type of project, their bid is in line with previous cost opinions and Sarpy County has successfully partnered with MMC on several similar mechanical projects and repairs. Funds are available in the Fiscal Year 2015 Capital Projects Budget.

Please contact me at 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 MMC Mechanical Contractors, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Roof Top 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 Roof Top 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

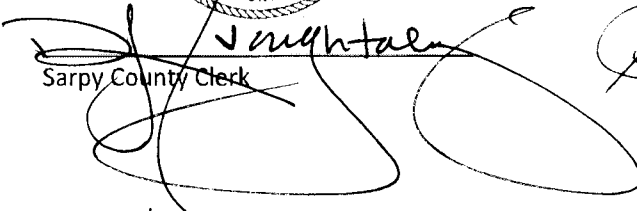
Vendor: Mr. Patrick Greise
MMC Mechanical Contractors, Inc.
9751 S. 142nd Street
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 10th day of March, 2015.

(Seal)



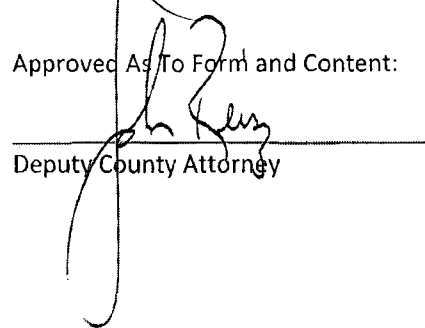
ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners

Approved As To Form and Content:


Deputy County Attorney

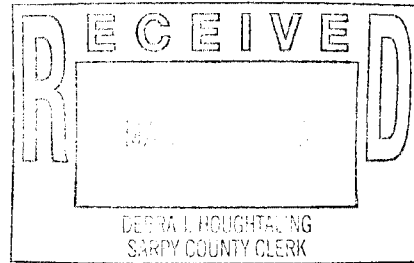
Vendor: MMC Contractors Inc.

By: 

Title: Vice President



14 EAST MANS ROAD • PARSIPPANY, NJ 07654



1:42 pm - 34



9751 S. 142ND STREET • OMAHA, NE 68138

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

Sealed Bid-Roof Top Unit
Replacement Project

March 5, 2015
2:00 PM

MMC Mechanical Contractors, Inc.

COMPANY NAME: MMC Mechanical Contractors, Inc.

**Sarpy County, Nebraska
Roof Top Unit Replacement Project
Bid Form**

Lump Sum Base Bid: \$ 65,354.00
As specified

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

PROPOSED START DATE: June 1, 2015

COMPLETION DATE: June 30, 2015

Company Information

Years in business: 83 Years

of employees 267

Total sales last 3 years
2014-\$72,008,865.00
2013-\$37,501,350.00
2012-\$38,702,436.00

References

Company Name: The LUND Company
Address: 450 Regency Pkwy., Ste 220. Omaha, NE 68114
Contact Name: Brian Feyerherm Phone Number: 402-548-4013
Date of Purchase: _____ Email: bfeyerherm@lundco.com

Company Name: Methodist Health Systems
Address: 8511 West Dodge Road. Omaha, NE 68114
Contact Name: Chad Taylor Phone Number: 402-354-2421
Date of Purchase: _____ Email: chad.taylor@nmhs.org

Company Name: Univar USA, Inc.
Address: 3002 F Street
Contact Name: Jeff Flakus Phone Number: 402-733-3266
Date of Purchase: _____ Email: jeff.flakus@univarusa.com

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	<u> X </u>
Addendum #2	<u> </u>

Attachments: Warranty Information

<u>MMC Mechanical Contractors, Inc.</u>	<u>Patrick Greise</u>
Company Name	Company Representative (Please print)
<u> </u>	<u>402-861-0681</u>
Authorized Signature	Telephone Number
<u>9751 S. 142nd Street</u>	<u>402-861-0682</u>
Address	Fax Number
<u>Omaha, NE 68138</u>	<u>pgreise@mmccontractors.com</u>
City, State & Zip	E-Mail Address

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

**Trane Company Standard Equipment Warranty
Terms and Conditions
Commercial Equipment Warranty and Liability**

Trane warrants for a period of 12 months from initial start-up or 18 months from date of shipment, whichever is less, that products manufactured by Trane covered by Buyer's order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in Trane's catalogs and bulletins (the "Warranty"). Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, or deterioration; Buyer's failure to follow the Trane-provided maintenance plan; modifications made by others to Trane's equipment. Trane shall not be obligated to pay for the cost of lost refrigerant. Trane's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, f.o.b. factory or warehouse at Trane-designated shipping point, freight-allowed to Trane's warranty agent's stock location, for all non-conforming Trane-manufactured products which have been returned by Buyer to Trane. Returns must have prior written approval by Trane and are subject to restocking charge where applicable. **TRANE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

No liability whatever shall attach to Trane until products have been paid for and Trane's liability under this Warranty shall be limited to the purchase price of the equipment shown to be defective. Further warranty protection is available on an extra-cost basis. Any further warranty must be in writing and agreed to by an authorized signatory of Trane.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Proposal

(Valid for 30 days from Proposal date)

Prepared For:
All Bidders

Date: March 03, 2015

Proposal Number: Q4-40282-1

Job Name:
Sarpy County RFP RTU Replacement

Engineer:

Bid Date: March 05, 2015

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Packaged Rooftop, Cooling / Heating Units (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	27 1/2-50 Ton Packaged	TCD480B

Product Data - Packaged Rooftop, Cooling / Heating Units

- Dx Cooling Only
- Downflow Supply and Upflow Return
- 40 ton 60 Hertz
- 460 Volt 60 Hertz 3 Phase
- Cooling Only Unit
- 100% Power Exhaust
- 2" MERV 8 High Efficiency, Throwaway Filter
- 15 Hp Supply Motor
- 675/562 (60/50 hz) Supply Fan Drive
- 0-100% Economizer, Differential Enthalpy Control
- VAV - discharge temp control with VFD w/o bypass
- Thru-The-Base Electrical Provision
- Hinged Service Access
- Tool-less condenser coil hail guards
- BACnet
- High Fault SCCRw/disc w/ conv outlet
- High efficiency unit eStage
- 2nd-5th Year Replacement Compressor Warranty
- Adapter Curb (Fld)
- Year 1 Labor Warranty Whole Unit

LESS: Wiring, Piping, GPRV, Controls and Wiring, Rigging and Installation, Extra Filters, Startup

Total Net Price (Excluding Sales Tax)\$ To Follow

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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