RESOLUTION AWARDING BID FOR THE JAIL ELEVATOR EQUIPMENT REPAIR
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 Jail Elevator Equipment Repair 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 EleTech, Inc. d/b/a Schindler Elevator Corporation for Jail Elevator Equipment Maintenance in the amounts of One Hundred Twenty Eight Thousand Two Hundred Ninety Five Dollars and No Cents ($128,295.00) 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 23rd day of October, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Jail Elevator Equipment Repair Project – Bid Award

On October 11, 2018, three (3) bids were opened for the Jail Elevator Equipment Replacement Project. After review, it is recommended the bid be awarded to Eletech, Inc., the low bidder, for $128,295. The bids ranged from the low bid to $238,000 for the high bid. Project start and completion dates for all 3 contractors are comparable. Eletech has a start date of February 1, 2019 with a completion date of March 31, 2019. The final completion will be based on a positive inspection from the state inspector.

Facilities Management and Purchasing contacted the references for Eletech. The references were of similar scope to Sarpy’s project and were all positive. Please contact me with any questions at bgarber@sarpy.com.

October 15, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Ross Richards
    Brian McCoy
Sarpy County Facilities Management recommends awarding the subject project to Eletech, Inc. Eletech is the lowest responsive and responsible bidder, and they participated all pre-bid activities.

Eletech was founded in 1999. The company’s line of business includes specialized elevator repair service. Eletech provides elevator service and repair work for the University of Nebraska (Lincoln Campus), Mutual of Omaha, Central Park Plaza, and Golds Galleria in Downtown Omaha. When asked to evaluate their experience with Eletech, representatives from each of these locations responded with very positive feedback.

Please contact me if you have questions or need additional information.

Thank You
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 Eletech, Inc. d/b/a Schindler Elevator Corporation, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Jail Elevator Equipment Repair 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 Jail Elevator Equipment Repair 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:  Ms. Kristine Kerston
         Eletech Inc d/b/a Schindler Elevator Corporation
         8810 Biondo St.
         Omaha, NE 68134
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 23rd day of October, 2018.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Chairperson
Sarpy County Board of Commissioners

Sarpy County Clerk

Approved as to Form:

Deputy County Attorney

Vendor: ELETECH INC
 silica ELEVATOR CORPORATION
By: 
Title: MANAGER
<table>
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<tr>
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
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<td>Greg Turner</td>
<td>Max Bogard, Senior</td>
<td>Marvin Heiderschei</td>
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<td>Draka Elevator Proc</td>
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<td>17</td>
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<td>Mark Hughes</td>
<td>Shelly Watson, Exec Accounts Receivable</td>
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<td>mark.hughes@mut</td>
<td>srwatson@century; <a href="mailto:Eric.lasear@draka.c">Eric.lasear@draka.c</a></td>
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<td>22</td>
<td>Reference #3 - Contact N</td>
<td>Jason Bergman</td>
<td>Sue Miller, RPA,FM, Accounts Receivable</td>
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<td>Reference #3 - Email</td>
<td><a href="mailto:jbergman@oppd.s">jbergman@oppd.s</a></td>
<td><a href="mailto:smiller@cbre-mega.innovation-AR">smiller@cbre-mega.innovation-AR</a>@inn</td>
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<td>24</td>
<td>Reference #3 - Phone Nur</td>
<td>(402) 707-4925</td>
<td>(402) 697-5869</td>
<td>(800) 843-1004</td>
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2019-22 Addendum 1
Supplier Response
Eletech Inc DBA Schindler Elevator Corporation

Event Information
Number: 2019-22 Addendum 1
Title: Jail Elevator Equipment Repair
Type: Sealed Bid - Public
Issue Date: 9/11/2018
Deadline: 10/11/2018 10:00 AM (CT)

Eletech Inc DBA Schindler Elevator Corporation Information
Contact: Kristine Kesterson
Address: 8810 Blondo Street
          Omaha, NE 68134
Phone: (402) 339-4444
Fax: (402) 339-7484
Toll Free: (800) 279-5002
Email: kris@eletechinc.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.

Kristine Irene Kesterson
Signature
kris@eletechinc.com
Email
Submitted at 10/11/2018 9:30:50 AM

Bid Attributes

1 Acknowledgments
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>2</strong> Standard Terms and Conditions</td>
<td>I acknowledge reading and understanding the Standard Terms and Conditions. Acknowledged</td>
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<tr>
<td><strong>3</strong> Sample Contract</td>
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<tr>
<td><strong>4</strong> Specifications</td>
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</tr>
<tr>
<td><strong>5</strong> Company Information</td>
<td></td>
</tr>
<tr>
<td><strong>6</strong> Company Information - Years in Business</td>
<td>27 years</td>
</tr>
<tr>
<td><strong>7</strong> Company Information - Number of Employees</td>
<td>32</td>
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<tr>
<td><strong>8</strong> Company Information - Total Sales for the Last Three (3) Years</td>
<td>$30,000,000</td>
</tr>
<tr>
<td><strong>9</strong> References</td>
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</tr>
<tr>
<td><strong>10</strong> Reference #1</td>
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</tr>
<tr>
<td><strong>11</strong> Reference #1 - Company Name</td>
<td>University of Nebraska Lincoln</td>
</tr>
<tr>
<td><strong>12</strong> Reference #1 - Contact Name</td>
<td>Greg Turner</td>
</tr>
<tr>
<td><strong>13</strong> Reference #1 - Email</td>
<td><a href="mailto:gpt@unl.edu">gpt@unl.edu</a></td>
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<td>(402) 450-6425</td>
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<tr>
<td><strong>15</strong> Reference #2</td>
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<tr>
<td><strong>16</strong> Reference #2 - Company Name</td>
<td>Mutual of Omaha</td>
</tr>
<tr>
<td><strong>17</strong> Reference #2 - Contact Name</td>
<td>Mark Hughes</td>
</tr>
</tbody>
</table>
Reference #2 - Email
mark.hughes@mutualofomaha.com

Reference #2 - Phone Number
(402) 351-3035

Reference #3 - Company Name
OPPD

Reference #3 - Contact Name
Jason Bergman

Reference #3 - Email
ejabergman@oppd.com

Reference #3 - Phone Number
(402) 707-4925

Schedule

Proposed Start Date
2/1/2019

Proposed Completion Date
3/31/2019

Bid Lines

Lump Sum Bid, as specified

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>EA</td>
<td>$128,295.00</td>
<td>$128,295.00</td>
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2019-22 Addendum 1
Supplier Response
O'Keefe Elevator Company, Inc.

Event Information
Number: 2019-22 Addendum 1
Title: Jail Elevator Equipment Repair
Type: Sealed Bid - Public
Issue Date: 9/11/2018
Deadline: 10/11/2018 10:00 AM (CT)

O'Keefe Elevator Company, Inc. Information
Contact: Sam Sennett
Address: 1402 Jones St
OMAHA, NE 68102
Phone: (402) 345-4056
Email: ssennett@okeefe-elevator.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.

Carylnn Wilson McCoy cmccoy@okeefe-elevator.com
Signature
Email
Submitted at 10/10/2018 4:29:15 PM

Bid Attributes

1 Acknowledgments

2 Standard Terms and Conditions
I acknowledge reading and understanding the Standard Terms and Conditions.
Acknowledged
3 Sample Contract
I acknowledge reading and understanding the sample contract.
Acknowledged

4 Specifications
I acknowledge reading and understanding the specifications.
Acknowledged

5 Company Information

6 Company Information - Years in Business
132 years

7 Company Information - Number of Employees
127 employees

8 Company Information - Total Sales for the Last Three (3) Years
O'Keefe is a privately held company and as such, we do not disclose company revenue or sales. Upon your request, we can provide banking references that will confirm our credit worthiness. We are the largest elevator company in the area, family owned and operated with no outstanding debt.

9 References

10 Reference #1

11 Reference #1 - Company Name
CBRE/MEGA Commercial Real Estate c/o Pacific Professionals Building

12 Reference #1 - Contact Name
Max Bogard, Senior Real Estate Manager

13 Reference #1 - Email
maxbogard@cbre-mega.com

14 Reference #1 - Phone Number
(402) 697-5870

15 Reference #2

16 Reference #2 - Company Name
Remington Heights

17 Reference #2 - Contact Name
Shelly Watson, Executive Director

18 Reference #2 - Email
srwatson@centurypa.com
<table>
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<tr>
<th>Reference #2 - Phone Number</th>
<th>(402) 493-5807</th>
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<tr>
<td>Reference #3 - Company Name</td>
<td>CBRE/MEGA Commercial Real Estate c/o American National Bank</td>
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<tr>
<td>Reference #3 - Contact Name</td>
<td>Sue Miller, RPA,FMA/Vice President</td>
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**Schedule**

- **Proposed Start Date**: 2/1/2019
- **Proposed Completion Date**: 5/1/2019

**Bid Lines**

- **Lump Sum Bid, as specified**
  - **Quantity**: 1
  - **UOM**: EA
  - **Unit price**: $160,125.00
  - **Total**: $160,125.00
2019-22 Addendum 1
Supplier Response
Kone Inc

Event Information
Number: 2019-22 Addendum 1
Title: Jail Elevator Equipment Repair
Type: Sealed Bid - Public
Issue Date: 9/11/2018
Deadline: 10/11/2018 10:00 AM (CT)

Kone Inc Information
Contact: matt murphy
Address: 9715 M st
omaha, NE 68127
Phone: (402) 592-7381
Email: matthew.murphy@kone.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.

Josh Vogel  
Signature  
josh.vogel@kone.com  
Email  
Submitted at 10/11/2018 9:54:52 AM

Bid Attributes

1. Acknowledgments

2. Standard Terms and Conditions
   I acknowledge reading and understanding the Standard Terms and Conditions.
   [Acknowledged]
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
</table>
| 3       | Sample Contract                                  | I acknowledge reading and understanding the sample contract.  
Acknowledged                                                                 |
| 4       | Specifications                                   | I acknowledge reading and understanding the specifications.  
Acknowledged                                                                 |
<p>| 5       | Company Information                              |                                                   |
| 6       | <strong>Company Information - Years in Business</strong>      | Founded in 1892                                  |
| 7       | <strong>Company Information - Number of Employees</strong>    | US workforce 5400                                |
| 8       | <strong>Company Information - Total Sales for the Last Three (3) Years</strong> | 3 year 26,735 million Euros                      |
| 9       | References                                       |                                                   |
| 10      | Reference #1                                     |                                                   |
| 11      | <strong>Reference #1 - Company Name</strong>                  | Giese Companies                                  |
| 12      | <strong>Reference #1 - Contact Name</strong>                  | Marvin Heiderscheit                              |
| 13      | <strong>Reference #1 - Email</strong>                         | <a href="mailto:charlie@gieseco.com">charlie@gieseco.com</a>                             |
| 14      | <strong>Reference #1 - Phone Number</strong>                  | (563) 588-8772                                   |
| 15      | Reference #2                                     |                                                   |
| 16      | <strong>Reference #2 - Company Name</strong>                  | Draka Elevator Products                          |
| 17      | <strong>Reference #2 - Contact Name</strong>                  | Accounts Receivable                              |
| 18      | <strong>Reference #2 - Email</strong>                         | <a href="mailto:Eric.lasear@draka.com">Eric.lasear@draka.com</a>                            |</p>
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<tr>
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<tr>
<td>Reference #3 - Company Name</td>
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<td>Reference #3 - Contact Name</td>
<td>Accounts Receivable</td>
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<tr>
<td>Reference #3 - Phone Number</td>
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<tr>
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<tr>
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<td>Proposed Completion Date</td>
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2019-22 Addendum 1
Supplier Response
Eletech Inc DBA Schindler Elevator Corporation

Event Information
Number: 2019-22 Addendum 1
Title: Jail Elevator Equipment Repair
Type: Sealed Bid - Public
Issue Date: 9/11/2018
Deadline: 10/11/2018 10:00 AM (CT)

Eletech Inc DBA Schindler Elevator Corporation Information
Contact: Kristine Kesterson
Address: 8810 Blondo Street
         Omaha, NE 68134
Phone: (402) 339-4444
Fax: (402) 339-7484
Toll Free: (800) 279-5002
Email: kris@eletechinc.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.

Kristine Irene Kesterson
kris@eletechinc.com
Signature
Email
Submitted at 10/11/2018 9:30:50 AM

Bid Attributes

<p>| 1 | Acknowledgments |</p>
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<thead>
<tr>
<th>2</th>
<th>Standard Terms and Conditions</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>I acknowledge reading and understanding the Standard Terms and Conditions.</td>
</tr>
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<td></td>
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<table>
<thead>
<tr>
<th>3</th>
<th>Sample Contract</th>
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<tbody>
<tr>
<td></td>
<td>I acknowledge reading and understanding the sample contract.</td>
</tr>
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<tr>
<th>5</th>
<th>Company Information</th>
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<tr>
<td>6</td>
<td>Company Information - Years in Business</td>
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<td></td>
<td>27 years</td>
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<table>
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<th>7</th>
<th>Company Information - Number of Employees</th>
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<table>
<thead>
<tr>
<th>8</th>
<th>Company Information - Total Sales for the Last Three (3) Years</th>
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<tr>
<td></td>
<td>$30,000,000</td>
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<tr>
<td></td>
<td>University of Nebraska Lincoln</td>
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<tr>
<td></td>
<td>Greg Turner</td>
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<td><a href="mailto:gpt@unl.edu">gpt@unl.edu</a></td>
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<td>Mutual of Omaha</td>
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<tbody>
<tr>
<td></td>
<td>Mark Hughes</td>
</tr>
<tr>
<td>Reference #2 - Email</td>
<td><a href="mailto:mark.hughes@mutualofomaha.com">mark.hughes@mutualofomaha.com</a></td>
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<tr>
<td>Reference #3 - Company Name</td>
<td>OPPD</td>
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<tr>
<td>Reference #3 - Contact Name</td>
<td>Jason Bergman</td>
</tr>
<tr>
<td>Reference #3 - Email</td>
<td><a href="mailto:jabergman@oppd.com">jabergman@oppd.com</a></td>
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<tr>
<td>Reference #3 - Phone Number</td>
<td>(402) 707-4925</td>
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**Schedule**

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**Bid Lines**

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<th>Unit price</th>
<th>Total</th>
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<td>$128,295.00</td>
<td>$128,295.00</td>
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</table>
2019-22 Addendum 1

Jail Elevator Equipment Repair

Issue Date: 9/11/2018
Questions Deadline: 10/3/2018 12:00 PM (CT)
Response Deadline: 10/11/2018 10:00 AM (CT)

Contact Information

Contact: Beth Garber Purchaser
Address: 1210 Golden Gate Dr.
Papillion, NE 68046
Phone: (402) 593-4476 x
Email: bgarber@sarpy.com
Event Information
Number: 2019-22 Addendum 1
Title: Jail Elevator Equipment Repair
Type: Sealed Bid - Public
Issue Date: 9/11/2018
Question Deadline: 10/3/2018 12:00 PM (CT)
Response Deadline: 10/11/2018 10:00 AM (CT)

Ship To Information
Address: 1208 Golden Gate Drive
Sarpy County Jail
Papillion, NE 68046

Billing Information
Address: 1210 Golden Gate Dr.
Sarpy County Facilities
Management
Papillion, NE 68046

Bid Activities
Prebid Meeting 9/27/2018 9:30:00 AM (CT)
There will be a non-mandatory prebid meeting on September 27, 2018 at 9:30 a.m. Suppliers are to meet in front of the Sarpy County Law Enforcement Center located at 1208 Golden Gate Drive, Papillion, NE 68046. This will be the only time contractors and any subcontractors will be allowed in the facility in an official capacity.

Bid Attachments
Request for Proposals Jail Elevator.pdf  Download
Request for Proposals - Jail Elevator Repairs
Addendum 1 Jail Elevator.pdf  Download
Addendum 1

Bid Attributes
1 Acknowledgments

2 Standard Terms and Conditions
I acknowledge reading and understanding the Standard Terms and Conditions.
☐ Acknowledged
(Required: Check if applicable)

3 Sample Contract
I acknowledge reading and understanding the sample contract.
☐ Acknowledged
(Required: Check if applicable)

4 Specifications
I acknowledge reading and understanding the specifications.
☐ Acknowledged
(Required: Check if applicable)
## Company Information

### Company Information - Years in Business

(Required: Maximum 1000 characters allowed)

### Company Information - Number of Employees

(Required: Maximum 1000 characters allowed)

### Company Information - Total Sales for the Last Three (3) Years

(Required: Maximum 1000 characters allowed)

## References

### Reference #1

#### Reference #1 - Company Name

(Required: Maximum 1000 characters allowed)

#### Reference #1 - Contact Name

(Required: Maximum 1000 characters allowed)

#### Reference #1 - Email

(Required: Email address)

#### Reference #1 - Phone Number

(Required)

### Reference #2

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(Required)  

Bid Lines  

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<td></td>
<td>(Response required)</td>
</tr>
<tr>
<td></td>
<td>Quantity: __</td>
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</table>

Page 5 of 6 pages
Deadline: 10/11/2018 10:00 AM (CT)
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.
Notice to Vendors

There will be a non‐mandatory prebid meeting on September 27, 2018 at 9:30 a.m. Suppliers are to meet in front of the Sarpy County Law Enforcement Center located at 1208 Golden Gate Drive, Papillion, NE 68046. This will be the only time contractors and any subcontractors will be allowed in the facility in an official capacity.

Official bidding criteria must be obtained through the online procurement system. Vendors that obtain specifications from any other internet site are responsible for obtaining any addenda that may be added at a later time.

Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Courthouse at the time and date listed in the Bid Information.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

Evaluation will be done by Beth Garber, Sarpy County Purchaser, along with personnel from other departments. After evaluation, the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
The following factors will be used to consider the award of the bid, where applicable:

a) Compliance with all requirements.
b) Price.
c) The ability, capability, and skills of the Vendor to perform.
d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
e) The quality of previous performance.
f) Whether the Vendor can perform within the time specified.
g) The previous and existing compliance of the supplier with laws.
h) The life-cost of the personal property or services in relation to the purchase price and specified use.
i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
j) The energy efficiency ratio as stated by the supplier.
k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Performance Bond

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor’s usual sources.

2. Information, Discussion and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing through the online bid system or by email to Beth Garber, bgarber@sarpy.com. Sarpy County prefers all questions be submitted through the electronic bidding program. Requests must be received by date and time listed in the bid information in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered. In case Sarpy County finds it expedient
to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

3. **Addenda**

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

4. **Confidentiality of Documents**

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it as such, this information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

5. **Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

6. **Conflict of Interest Clause**

Pursuant to Neb Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her
personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

7. Payment Terms

Unless otherwise stated within the bid, the successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery and installation.

8. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

9. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

10. Residency Verification

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:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) 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.

b) 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.
11. Employee Classification Act

Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

12. 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.

13. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days’ notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers’ Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers’ Compensation and $500,000 each accident for Coverage B, Employers Liability.
**Commercial General Liability Insurance**

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

**Automobile Liability Insurance**

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

**Certificate of Insurance**

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor’s insurance coverages required in this section.

**Insurance Company**

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.
14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Background Checks

At Sarpy County’s discretion, any subcontractor performing work on County property may be processed through a background check completed by the Sarpy County Sheriff’s Office. The background check will be at no charge to the vendor and coordinated through Purchasing or the ordering department. Contractor employees may be restricted or denied from work associated with this agreement on Sarpy County’s sole and absolute discretion.

17. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

18. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

19. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

20. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

21. Warranty

A copy of all manufacturer’s warranties shall be attached to the bid.
The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer’s warranties.

22. Company Information

Vendor will provide the following company information on the bid form:

a. Years in business;
   b. Number of employees; and,
   c. Total sales for last three (3) years.

23. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

24. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Technical Specifications

1. The selected contractor shall furnish all materials, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required for general services as outlined below, including details that may be obtained in ASME A17.1-2013. This scope applies equally to both elevators in the facility, details provided below:

   a. Elevator Information

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<th></th>
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<td>4000 lbs</td>
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<tr>
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<td>Voltage</td>
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</table>

   b. Elevator Controller Replacement (Microprocessor) – Must be compatible and support all current fire service and handicap access requirements, including:
      i. Selective collective operation, non-proprietary Controller
ii. Low oil protection
iii. NEII (National Elevator Industry Inc) handicap standards
iv. Replacement hall lanterns, minimum 10fc
v. Fire Service meeting ANSI A17.1.2013, including Phase I Emergency Recall
   Operation installed per NFPA 72, located in:
   1. Each elevator lobby served
   2. Associated elevator machine room
   3. Elevator hoistway
vi. Viscosity control
vii. Soft start system

c. Replacement Power Unit – unit(s) to include:
   i. Valve
   ii. Pump and pump rails
   iii. Necessary sheaves, bushings, belts
   iv. Pump/valve manifold
   v. Silencer and isolation assembly
   vi. Motor
   vii. Tank
   viii. Hydraulic oil

d. New Door Operator and Related Equipment
   i. Closed loop car door operator
   ii. Door operator clutch with restrictor.
   iii. Fire tabs and gibbs as required by code all doors.
   iv. Infrared door protection system, forcing doors open if beam is interrupted until
      the obstruction is removed

e. Replacement/New ADA Fixtures Vandal Resistant Buttons/Updates
   i. Main Car Station
      1. Capacity and elevator number display
      2. Pushbuttons and keyswitches
      3. Built-in emergency light
      4. Keyed stop switch
      5. Fire service keys, indicator, call cancel
      6. Braille display
      7. Faceplate sized appropriately to fit existing unit
      8. Floor passing indicator sound
   ii. Hall Station
      1. Two (2) terminal hall stations. One (1) on jail elevator rear
      2. Fire service phase 1 key switch in Public elevator floor station
      3. Extended faceplates – Engraved “In Case of Fire, Elevators Are Out of
         Service”
      4. Hoistway access keyswitches at terminal landing for both Public and Jail
         elevators
   iii. Hall Lantern – New hall lanterns with directional arrows and chimes to indicate
         “up” or “down” car direction.
iv. Hall Position Directional Indicator (Main/Public) – New hall position indicator at main landing (direction arrows and audible chimes).

v. Jamb Braille – Adhere to ADA height requirements.

vi. Hoistway Access – Access stations at top and bottom landings per current code.


f. Miscellaneous Items

i. Revised toe guard per code

ii. New traveling cables

iii. New hoistway wiring

iv. “Elevator Emergency Power” illuminated signal in elevator lobbies per ASME A17.1-2013 2.27.2.3

v. Lobby key boxes labeled “Fire Department Elevator Authority Use Only” per ASME A17.1-2013 8.6.11.3 and NFC 506.1.2(3-5)

vi. The selected contractor will be responsible for all permitting and inspections. Sarpy County will reimburse the contractor with proper documentation.

vii. Project management/coordination with other required contractors. (Please note, Sarpy will contract with others for additional code requirements, including Electrical, HVAC, etc.)

viii. Car-top inspections per code
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 _______________________, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for 911 Center FM-200 System 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 FM-200 System 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: ______________________________
____________________________
____________________________
____________________________
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 __________________, 2018.

(Seal)  
COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

________________________________   _________________________________  
Sarpy County Clerk   Chairperson  
Sarpy County Board of Commissioners

Approved as to Form:  
Vendor: __________________________

________________________________   _________________________________  
Deputy County Attorney   By: __________________________

Title: ____________________________
Addendum #1
Jail Elevator Equipment Repair
For the
Facilities Management Department

Question 1: Is the inspection report available?
Response: See attached.

Question 2: Will the vendor be required to check tools in and out or do an inventory?
Response: A job box can be left in the garage, but must be locked.

Question 3: Can the vendor store material on site?
Response: Yes

Question 4: Are there any footings/drawings available?
Response: See attached. Additional drawings will be made available to the awarded vendor.

Question 5: Is there any security on the elevator doors?
Response: There is a camera inside the elevator.

Question 6: What doors open in the jail elevator?
Response: Jail floor 1 – front and back; Jail floor 2 – back only

Question 7: Will there be new flooring in the elevator?
Response: No.

Question 8: Does the current floor have asbestos?
Response: No.
Addendum #1
Jail Elevator Equipment Repair

Page 2

Question 9: Will there be related work separate from the elevator contract?
Response: No.

Question 10: Is there a sprinkler head in the machine room?
Response: Yes.

Question 11: Is there a backup generator?
Response: Yes, it has the ability to handle both elevators at the same time.

Question 12: Currently the Jail elevator has a remote lobby panel, this was not discussed in the walk thru. Does the County want to retain existing or replace this fixture? According to the information we have it is currently located in the Booking room. Either way it would be helpful to know how far from machine room and have a picture of this device so controller can provide signals needed.
Response: Vendor shall replace existing Remote Control Door Operator Device (see attached photo) located in Jail Master Control approximately 100 feet from the Elevator Machine Room (Master Control Room shown on attachment A-8, circled in red). As a minimum requirement, the new device must be compatible with the system upgrade and perform the following functions: deactivate and activate elevator car, open and close both doors in the elevator car.

All other terms and conditions remain unchanged.
MACHINE ROOM

1. **ASME A17.1-2013 2.7.1 Enclosure of Rooms and Spaces**
Machinery space and control space enclosures located outside the hoistway and machine room and control room enclosures shall conform to the requirements of 2.7.1.1 or 2.7.1.2, and shall also conform to 2.7.1.3, as applicable. **2.7.1.1 Fire-Resistive Construction.** Where the building code requires fire-resistive construction, the construction shall conform to the requirements of 2.7.1.1.1 and 2.7.1.1.2. **2.7.1.1.1** Spaces containing machines, motor controllers, sheaves, and other machinery shall be separated from the remainder of the building by a fire resistive enclosure conforming to the requirements of the building code. **2.7.1.1.2** Openings in room and space enclosures shall be protected with access doors having a fire-protection rating conforming to the requirements of the building code. Machine rooms and machine room doors shall be self-closing/self-locking and not key able to remain unlocked.

2. **ASME A17.1-2013 2.7.9.2**
Temperature and Humidity. Machinery spaces, machine rooms, control spaces, and control rooms shall be provided with means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the elevator. Nebraska requires heat/cooling system activation outside the posted temp ranges. This will be tested at inspection. HVAC split system is recommended to maintain temp/humidity range required for solid state controls. **Don’t mount above anything electrical like disconnects, elevator controls or oil tank. Remove existing vents.**
3. **ASME A17.1-2013 2.8.3.3.2** In jurisdictions not enforcing the NBCC, where elevator equipment is located or its enclosure is configured such that application of water from sprinklers could cause unsafe elevator operation, means shall be provided to automatically disconnect the main line power supply to the affected elevator and any other power supplies used to move the elevator upon or prior to the application of water. **Existing Disconnects to be replaced with Shunt Trip Disconnects, if they aren’t supplied in another location, adjacent to access door.**

4. **ASME A17.1 2013 2.7.9.1 Lighting.** Permanently installed electric lighting shall be provided in all rooms. The illumination shall be not less than 19 fc at the floor level. The light switch shall be located at the point of entry inside the room and where practicable on the lock-jamb side of the access door. **Add more light, keep above 7’. Must have a GFCI outlet adjacent to each controller.**

5. Machine room shall be fire rated which includes fire caulk around all pipes, duct, and conduit. **There shall be no pass through electrical, or sprinkler pipes.** Surface changes like concrete to sheetrock to block shall be fire caulked.

6. **Machine Room Door Size ASME A17.1-2013 2.7.3.4.1-2** Access doors shall be (a) self-closing and self-locking (b) provided with a spring-type lock arranged to permit the doors to be opened from the inside without a key (c) kept closed and locked. **If UL rated at 1 hour then door & jamb OK!**

7. **Sprinkler Heads in Equipment Areas NFPA 13 8.14.5.3** Use 165°F, ordinary temperature rated (RED) sprinkler heads. Use 135 °F, thermistor-type heat detector or maintain similar relationship on ambient temperatures. Note: Sprinklers in elevator machine rooms and hoistways must be of ordinary temperature rating. May NOT include Inspectors Test Port for sprinkler system testing. **Machine room and hoistway ceilings can be sheetrock flat to avoid beam pockets or add smoke heads.**

**HOISTWAY AND PIT AREA**

![Image of machine room and hoistway ceiling with sheetrock and sprinkler heads installed.]

- Beams are clearly visible along with sprinkler heads and sheetrock ceiling.
- Details of machine room door and fire caulked areas are shown.
8. **Sprinkler Heads in Pit NFPA 13-2010 p. 13-283 A.8.15.5.1.** “The sprinklers in the pit are intended to protect against fires caused by debris, which can accumulate over time. Ideally, the sprinklers should be located near the side of the pit below the elevator doors, where most debris accumulates. However, care should be taken that the sprinkler location does not interfere with the elevator toe guard, which extends below the face of the door opening. ASME A17.1. Safety Code for Elevators and Escalators, allows the sprinklers within 2 ft. of the bottom of the pit to be exempted from the special arrangements of inhibiting water flow until the elevator recall has occurred”. Sprinkler heads should be (RED glass tube) 165ºF ordinary temp heads with cage protection. Mount opposite ladder. May NOT include Inspectors Test Port for sprinkler system testing.

9. **Sump Required ASME A17.1-2013 2.2.2.5.** In elevators provided with Firefighters' Emergency Operation, a sump pump/drain shall have the capacity to remove a minimum of 50 GPM per elevator. 2.2.2.6 Sumps and sump pumps in pits, where provided, shall be covered. The cover shall be secured and level with the pit floor. There shall be a GFCI outlet in each pit adjacent to ladder. **SUMP PUMP PIPING MUST BE** steel, copper, or cast. NO PVC is allowed in pit area due to falling objects may break piping. Starting at steel grate plumbing must have a union, check valve, and shut-off valve. **There shall be a single non-GFCI outlet in the pit adjacent to the sump mounted at least 3 feet high.**

10. **Pit floor and Machine Room floor cleaned from oil.** The pit steel structures cleaned to bare metal and painted for rust prevention if needed.

11. **ASME A17.1-2013 2.2.4.2 Pit Access Ladder first rung level with sill. Side Rails to 48 inches above sill 2.2.4.** **Pit Access pit stop switch and pit lighting control switch shall be adjacent to pit access ladder.** 2.2.4.4. Pits shall be accessible only to elevator personnel. Ladder on Pick up side of door.

12. **ASME A17.1-2013 2.2.5** Illumination of Pits 2.2.5.1. The lighting shall provide an illumination of not less than 100 lx (10 fc) at the pit floor. 2.2.5.2 Lights must be guarded. 2.2.5.3 The light switch shall be so located as to be accessible from the pit access door. Pit light switch shall be mounted adjacent to the pit ladder(s),

13. **ASME A17.1-2013 2.27.1.1.6. (a)** The two-way communications means within the car shall include a means to verify operability of the telephone line, (b) an audible and illuminated visual signal shall be activated. A minimum of one visual and one audible signal shall be provided for each group of elevators controlled by a “FIRE RECALL” switch.

14. **ASME A17.1-2013 2.27.3.2 Phase I Emergency Recall Operation by Fire Alarm Initiating Devices 2.27.3.2.1** Fire alarm initiating devices used to initiate Phase I Emergency Recall Operation shall be installed in conformance with the requirements of NFPA 72, and shall be located (a) at each elevator lobby served by the elevator b) in the associated elevator machine room, machinery space containing a motor controller or driving machine, control space, or control room. (c) In the elevator hoistway.

15. **Hoistway Entrance Frames ASME A17.1 2013 Entrance Frames 2.11.11.3.1** “Where used, entrance frames shall be anchored to the sills and to the building structure or the track supports. The head of the entrance frame shall not be used to support the weight of the wall over the frame.” All drywall construction of the shaft way and entrance frames shall meet the requirements of “The National Gypsum Construction Guide NGC 2615 - WP 7051”. The Nebraska State Inspector will rap on the jamb to check for a solid sound. ALL entrance assemblies are required to be filled with sheetrock or grouted according to the frame type listed on the entrance frame UL® Decal.

16. **Must maintain 10fc of light outside in the hall in front of each lobby door 24/7.** This lighting can be the security light if it is close enough to the hall door sill and produce a minimum of 10fc, center of closed hall door, without outside sunlight.
17. **Lobby Key Box Shall be provided.** ASME A17.1-2013 8.6.11.3 and NFC 506.1. 2 (3-5) (Size Approximately 9” H x 5-3/8” W x 1-3/8” D, red frame, stainless door keyed to FEOK-1) Mount adjacent to fire service key switch, 5’6” high. It must contain fire service key switch, elevator door key, elevator operational keys, elevator machinery location, machine/control room door keys, control panel and jamb access door keys, and the Elevator Service Company Name and 24/7 phone number. Labeled “FIRE DEPARTMENT ELEVATOR AUTHORITY USE ONLY”

18. **ASME A17.1-2013 2.27.2.3** An illuminated signal(s) marked “ELEVATOR EMERGENCY POWER” shall be provided in the elevator lobby at the designated level for each group of elevators or for any single elevator not in a group. The signal(s) shall indicate that the normal power supply has failed and the emergency or standby power is in effect for one or more of the cars in that group of elevators or that single elevator. **This applies if elevator(s) are on an emergency generator. All related elevator circuits shall be on the generator, i.e. lights, HVAC, sump pump, machine room and pit lighting and outlets etc.**

19. **ASME A17.1-2013 2.14.7.1.4.** The lighting shall be permanently connected, fixed, or portable, or a combination thereof, to provide an illumination level of not less than 10 fc measured at the point of any elevator part or equipment, where maintenance or inspection is to be performed. Nebraska requires 2 cartop light fixtures. These are provided and installed by the elevator contractor.

20. **Mainline Power Disconnect Information**

ASME A17.1 & NEC 620.51 & 620.91 require that there be provisions to disconnect primary, auxiliary and automatic emergency battery lowering with the manual disconnect of mainline power at ANY mainline breaker or mainline disconnect labeled “Elevator” in the building. These provisions shall be auxiliary contacts that disable emergency battery lowering, if equipped, when the breaker or mainline disconnect switch is turned off. These auxiliary contacts shall be wired in series to disable the automatic emergency lowering. **Additionally** the Shunt Trip Breaker, if equipped, shall also disable Automatic emergency battery lowering when tripped by a fire-initiating device. There shall be no supervisory signal sent to the fire panel when the mainline power disconnect is turned off in the elevator equipment area(s) for servicing, testing and a repair.

**NOTE:** The State of Nebraska Office of Elevator Safety reserves the right to amend and revise this report and doesn’t claim the content to be all inclusive of required work. Additionally, there are new code requirements that are included in the manufacturing of the replacement controls that are based on the current ASME A17.1-2013 Elevator code that are not mentioned in this report.
Sarpy County, Nebraska is seeking proposals for the Jail Elevator Equipment Repairs for the Facilities Management Department. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 10:00 a.m., October 11, 2018. Bids can be submitted online using the Sarpy County Purchasing eBid online portal at https://sarpy.ionwave.net. Bids will be publicly opened and read aloud at 10:00 a.m., October 11, 2018, in the Sarpy County Administration Conference Room located at 1210 Golden Gate Drive, Papillion, NE 68046.

Bidding criteria must be received online or from the Sarpy County Purchasing Department by contacting Beth Garber at bgarber@sarpy.com. The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Debra J. Houghtaling
Sarpy County Clerk
2121505; 9/19, 9/26

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