

SPECIFICATIONS

For the

Jail Water Heater Replacement Project

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: Thursday, February 16, 2012 at 2:00 pm

General Information

Notice to Vendors

Sarpy County is seeking proposals for the Jail Water Heater Replacement Project for the Facilities Management Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for the specified services.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, February 16, 2012. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Jail Water Heater Replacement Project" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and three (3) copies of the entire Bid Form including attachments.

Requests for information and clarification questions must be received by February 10, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

There will be a mandatory pre-bid meeting on February 9, 2012 at 10:00 a.m. in the Sarpy County Administration Conference Room located at 1210 Golden Gate Drive, Papillion, NE 68046.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com. <http://www.sarpy.com>

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

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

Bids not addressed and delivered to the above person will not be considered. 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 Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, February 16, 2012.

All bids submitted shall be valid for a period of sixty (60) 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., 1208 Golden Gate Drive, Papillion, 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

1. Evaluation will be done by Beth Garber, Sarpy County Purchaser. 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.
2. 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:

- a. 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.
- b. 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.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m. February 10, 2012 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:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.

- c. 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, in a separate sealed envelope, at the time of bid/proposal submission. 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.

5. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), 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. (Reissue 2004), 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 (Reissue 1997), 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:

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 along with Vendor meeting all Federal requirements.

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:

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.

11. 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.

12. 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.

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.

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.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. 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.

13. Assignment:

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

14. 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.

15. 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.

16. 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.

Federal Provisions

Sarpy County has provided assurance that the County will comply with the provisions of the Davis Bacon Act and that workers on projects funded directly by or assisted in whole or part by Federal funds will be paid wages at rates not less than those prevailing on projects of similar character in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

Vendor must comply with Davis Bacon prevailing wage requirements and related Acts, Buy American provisions along with any other applicable Federal Provision associated with the American Recovery and Reinvestment Act of 2009.

Notice of American-Made Equipment & Products:

Vendor must comply with all Buy American provisions. This section is intended as a summary only.

In accordance to the American Recovery and Reinvestment Act of 2009 (May 2009), to the greatest extent practical, the Vendor shall use American-made iron, steel, and manufactured goods. Vendor shall abide by all Buy American provisions for iron, steel, and manufactured goods and shall provide to County a certification stating that Vendor's proposal does comply with Buy American provisions unless an exception is granted as set forth below.

A manufactured good is defined as a good brought to the site for incorporation into the building or work that has been (i) processed into a specific form and shape; or (ii) combined with other raw material to create a material that has different properties than the properties of the individual raw material.

An exception to this provision may be taken if the following conditions are both met and proved:

- a. The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25%.
- b. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

Exceptions to American-Made:

Any Vendor requesting to use foreign iron, steel, and/or manufactured goods in accordance with exceptions specified must include documentation of adequate information for Federal Government evaluation of the request. The request must be included with the submission of the Bid Form. This request must include:

- a. A description of the foreign and domestic iron, steel, and/or manufactured goods
- b. Unit of measure
- c. Quantity
- d. Cost
- e. Time of delivery or availability

- f. Location of the project
- g. Name and address of the proposed supplier; and
- h. A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance to this Specification.

A request based on unreasonable cost shall include a reasonable survey of the market and a complete cost comparison table in the format listed in Exhibit B. If there are no exceptions to the Buy American Act, Vendor shall sign the Buy American Certification in Exhibit C. Exhibit B and Exhibit C shall be submitted with Bid Form.

The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the site and any applicable duty.

Any Vendor request for a determination after project completion shall explain why the Vendor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

Davis Bacon Act:

Vendor must comply with all Davis Bacon prevailing wage requirements and related Acts. This section is intended as a summary only.

All laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached as Exhibit "C" regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics. Any wage determination incorporated for a secondary site of work shall be effective from the first day on which work under the award was performed at the site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the Vendor or any subcontractor that are transporting portions of the work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

The wage determination (including any additional classifications and wage rates conformed under the Davis Bacon poster (WH-1321) shall be posted at all times by the

Vendor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Payrolls and basic records relating to Davis Bacon shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of work. Such records shall contain the name, address, and social security number of each such worker, his/her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the Davis Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

1. Required Davis Bacon Documentation:

The Vendor shall submit weekly for each week in which any award work is performed a copy of all payrolls to:

Beth Garber
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, Nebraska 68046

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this section and Davis Bacon. This information may be submitted in any form desired.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Vendor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the award and shall certify:

- a. That the payroll for the payroll period contains the information required to be maintained under Davis Bacon, as described in this Section and that such information is correct and complete.
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the job during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3.

- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

Weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by the Davis Bacon Act.

The falsification of any of the certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

The Vendor or subcontractors shall make the records required under Davis Bacon available for inspection, copying, or transcription by an authorized representative of Sarpy County and the Department of Labor. The Vendor or subcontractor shall permit an authorized representative of Sarpy County or the Department of Labor to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit required records or to make them available, Sarpy County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

2. Withholding of Funds:

Sarpy County shall, upon his/her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor under this award or any other Federal award with the same Vendor, or any other federally assisted award subject to Davis Bacon prevailing wage requirements, which is held by the same Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award. Sarpy County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Apprentices and Trainees:

Apprentices

An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed:

- a. Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS, or
- b. In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a Vendor is performing construction on a project in a locality other than that which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Vendor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices.

In the event OATELS withdraws approval of a training program, the Vendor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under Davis Bacon shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

4. Compliance with Copeland Act Requirements:

The Vendor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference.

5. Subcontracts (Labor Standards):

Definition: "Construction, alteration or repair", as used in this section means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation:

- a. Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site.
- b. Painting and decorating.
- c. Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- d. Transportation of materials and supplies between the site of the work within the meaning of the Davis Bacon Act, which is part of the "site of the work" definition in Davis Bacon Act article, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of the "site of work" definition.
- e. Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is construction, which is part of the "site of the work" definition in the Davis Bacon Act article, and the physical place or places where the building or work will remain of the Davis Bacon Act article, in the "site of the work" definition.

6. Compliance with Davis Bacon and Related Act Regulations:

All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 2, and 5 are hereby incorporated by reference in this award.

7. Disputes Concerning Labor Standards:

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8. Contract Termination - Debarment:

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Vendor and subcontractor as provided in 29 CFR 5.12.

9. Certification of Eligibility:

By entering into this award, the Vendor certifies that neither it (or he/she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government awards by virtue of the Davis Bacon Act or 29 CFR 5.12(a)(1)

No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of the Davis Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Specifications

1. Company Information:

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

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

2. 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.

3. Literature:

Vendor shall attach three (3) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

4. 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.

5. 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.

6. Warranty:

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

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.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: _____

Sarpy County, Nebraska

Bid Form

Lump Sum Base Bid: \$ _____

Base Bid with Alternate M-1: \$ _____

*Prices are to be F.O.B. – 1208 Golden Gate Drive, Papillion, NE 68046

INSTALATION DATE: _____

Company Information:

Years in business: _____

of employees _____

Total sales last 3 years _____

References:

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Date of Purchase: _____ Email: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Date of Purchase: _____ Email: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Date of Purchase: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

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

Addendum #1 _____

Addendum #2 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

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

Describe direct experiences with the Davis Bacon Act and Buy American:

Does your Bid meet Buy American Requirements:

Does your Bid meet Davis Bacon Requirements:

Company Information:

Full Legal Name: _____

Congressional District: _____

Years in business: _____

of employees _____

Total sales last 3 years _____

DUNS #/Tax ID Number: _____

Exhibit "A"
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 the Sarpy County _____; 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 _____ in conformity with each and every term, condition, specification, and requirement 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:

Beth Garber
Sarpy County Purchasing
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.

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.

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
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 _____, 2012.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness

Exhibit "B"
Foreign and Domestic Items Cost Comparison

~Required only if foreign steel, iron, or manufactured goods are being bid~

Description	Unit of Measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

*Include all delivery costs to the site

List name, address, telephone number, email address, and contact for suppliers surveyed.
 Attach copy of response; if oral, attach summary.

Include other applicable supporting information

Exhibit C
Buy American Certification

Section 1605 of the American Recovery and Reinvestment Act states that:

“None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.”

To meet this requirement, the undersigned hereby certifies that all the material, equipment and accessories which are to be incorporated into the E-85 Fuel Storage, Dispensing and Management System to be partially funded by monies from the American Recovery and Reinvestment Act, have been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

Name of Contractor

Date

Signature of Authorized Official

Title

General Decision Number: NE120066 01/06/2012 NE66

Wage Determination

Superseded General Decision Number: NE20100076

State: Nebraska

Construction Type: Building

BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Sarpy County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012

BRNE0001-001 06/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 27.07	11.58

CARP0444-001 06/01/2011

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation).....	\$ 23.19	9.92

CARP0444-004 06/01/2011

	Rates	Fringes
CARPENTER (Drywall Hanging, Finishing/Taping Only).....	\$ 20.68	9.78

ELEC0022-001 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	13.40

* ELEV0028-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.71	21.985+a+b

FOOTNOTE:

- a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
 - b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
-

ENGI0571-004 10/01/2011

	Rates	Fringes
OPERATOR: Crane.....	\$ 26.31	9.59
OPERATOR: Forklift.....	\$ 21.04	9.59

IRON0021-002 06/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.95	11.62

LABO1140-003 01/01/2011

	Rates	Fringes
LABORER: Mason Tender (Brick & Hod).....	\$ 18.13	7.85

PLUM0016-003 06/08/2011

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 33.97	11.75

PLUM0464-006 05/22/2011

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC System Installation).....	\$ 31.76	14.07

SFNE0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.91	17.00

SHEE0003-001 07/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct & System Installation).....	\$ 30.25	13.30

* SUNE2011-033 10/27/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.35	4.29
CAULKER.....	\$ 17.44	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 19.05	4.34
ELECTRICIAN (Low Voltage		

Wiring Only).....	\$ 20.66	5.74
GLAZIER.....	\$ 17.86	1.70
LABORER: Common or General.....	\$ 15.41	5.20
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.20	5.47
OPERATOR: Bobcat/Skid Loader....	\$ 23.02	0.91
OPERATOR: Loader.....	\$ 19.01	5.68
PAINTER: Brush, Roller, and Spray.....	\$ 14.26	0.00
ROOFER.....	\$ 13.57	0.77
TRUCK DRIVER: Dump and Tandem Truck.....	\$ 15.34	3.22

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION