RESOLUTION AWARDING BID FOR BOARDROOM DIGITAL VIDEO UPGRADE PROJECT

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 Boardroom digital video upgrade project have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Concepts AV Integration for Boardroom Digital Video Upgrade Project in the amounts of Sixty Eight Thousand Six Hundred Thirty Two Dollars and Sixty Five Cents ($68,632.65) 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 5th day of June 2018.

ATTEST:

David K. Kelty
Sarpy County Board Chairman

Jeff Houghtaling
Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Bid Award – Boardroom Digital Video Upgrade Project

On May 17, 2018, three (3) bids were opened for the Boardroom digital video upgrade. The bids ranged from $68,632.65 to $82,807.78 with the project estimate of $80,000. The project includes replacing and updating all video components in the Boardroom. This will include the cameras, monitors, document display, and touch control panels. The current system runs on analog VGA components. The updated system will be digital. This will improve the video quality and touch controls. Work will begin in late August and should not impact any Board meetings.

After reviewing the bids, it is recommended the bid be awarded to the low bidder, Concepts AV Integration for $68,632.65. The County recently worked with Concepts AV in the jail courtroom audio visual upgrade.

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

May 22, 2018

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
Mark Walters

Beth Garber
# Event Information

**Event Number:** 2018-0054  
**Event Title:** Boardroom Digital Video Upgrade Project  
**Event Description:**  
**Event Type:** RFP Public  
**Issue Date:** 4/13/2018 01:42:19 PM (CT)  
**Close Date:** 5/17/2018 10:00:00 AM (CT)  

## Responding Suppliers

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<thead>
<tr>
<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Response Submitted</th>
<th>Lines Responded</th>
<th>Response Total</th>
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<td>Omaha, NE</td>
<td>NE</td>
<td>5/15/2018 08:38:48 AM (CT)</td>
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<td>$68,632.65</td>
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
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 Concepts AV Integration hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Boardroom Audio Visual Upgrade Project; 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 Audio Visual Upgrade Project in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.

D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

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

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services
documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Purchasing
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Vendor: Mr. Dennis Pitzl  
Concepts AV Integration  
4610 S. 132nd St.  
Omaha, NE 68137
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5th day of June, 2018.

(Signature)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

[Seal]

Chairperson
Sarpy County Board of Commissioners

Approved as to Form:

[Signature]

Deputy County Attorney

Vendor: Concepts AV Integration

By: [Signature]

Title: President / CEO
Sarpy County eBid (Purchasing)
Supplier Response

Bid Information

Bid Creator: Beth Garber
Email: bgarber@sarpy.com
Phone: (402) 593-4476 x Papillion, NE 68046
Fax: Papillion, NE 68046

Contact Information

Address: 1210 Golden Gate Dr.
Contact: Beth Garber

Bid Number: 2018-0054
Title: Boardroom Digital Video Upgrade Project
Type: RFP Public
Issue Date: 4/13/2018 01:42 PM (CT)
Close Date: 5/17/2018 10:00:00 AM (CT)

Supplier Information

Company: CAVI LLC / Dba Concepts AV Integration
Address: 4610 S. 132nd Street
Contact: Dennis Pitzl
Department: Building
Telephone: (402) 298-5011
Fax: (402) 991-1760
Email: dennisp@conceptsav.com
Submitted: 5/15/2018 08:38:48 AM (CT)
Total: $68,632.65

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature: Steve Pitzl
Email: steve@conceptsav.com

Supplier Notes

Bid Notes

Bid Activities

Date: 4/26/2018 10:30:00 AM (CT)
Name: Mandatory Pre-Bid Meeting
Description: There will be a mandatory pre-bid meeting on at 10:00 a.m., Thursday, April 26, 2018 in the Sarpy County Boardroom located at 1210 Golden Gate Drive. This will be the only time contractors will be allowed in restricted areas.
Date: 04/25/18  
Subject: Reminder - Prebid Meeting Tomorrow  
Message: Just a reminder, there will be a mandatory pre-bid meeting on at 10:00 a.m., Thursday, April 26, 2018 in the Sarpy County Boardroom located at 1210 Golden Gate Drive. This will be the only time contractors will be allowed in restricted areas.

Bid Attributes
Please review the following and respond where necessary

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<td>Acknowledgments</td>
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<td>2</td>
<td>Standard Terms and Conditions</td>
<td>I acknowledge reading and understanding the Standard Terms and Conditions.</td>
<td>Acknowledged</td>
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<td>Specifications</td>
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<td>4</td>
<td>Company Information</td>
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<tr>
<td>5</td>
<td>Company Information - Years in Business</td>
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<tr>
<td>6</td>
<td>Company Information - Number of Employees</td>
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<td>7</td>
<td>Company Information - Total Sales for the Last Three (3) Years</td>
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<td>6.2 Million</td>
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<td>9</td>
<td>Reference #1 - Company Name</td>
<td>Home Instead Senior Care</td>
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<td><a href="mailto:mdecker@homeinsteadinc.com">mdecker@homeinsteadinc.com</a></td>
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<td>12</td>
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**Item Notes:**

**Supplier Notes:**

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Item Notes:

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Response Total: $68,632.65
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Boardroom Digital Video Upgrade Project

PROPOSALS DUE:
10:00 a.m., Thursday, May 17, 2018
General Information

Notice to Vendors

Sarpy County is seeking proposals for the Boardroom Digital Video Upgrade Project. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal.

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.

There will be a mandatory pre-bid meeting on at 10:30 a.m., Thursday, April 26, 2018 in the Sarpy County Boardroom located at 1210 Golden Gate Drive. This will be the only time contractors will be allowed in restricted areas.

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

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. 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. 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.

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. 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.
16. **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.

17. **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.

18. **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.

19. **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.

20. **Literature**

Vendor shall attach detailed specifications or advertising literature of systems to the bid. 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.

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.

Specifications

1. Background Information

Sarpy County is seeking detailed proposals that show compliance with, or that exceed, the minimum specifications set forth herein. Proposals must include the purchase, delivery, installation of the Boardroom digital audio visual upgrade to the existing system. The Boardroom is located at 1210 Golden Gate Drive, Papillion, Nebraska.

Any reference to brand names and/or number in this Request for Proposal is intended to be descriptive, but not restrictive, unless otherwise specified. Other brands, of approved equal quality, may be considered for award. Substitution request must be submitted to Beth Garber at bgarber@sarpy.com and include the proposed make/model along with detailed literature. Substitution requests will be considered until 12:00 p.m., May 3, 2018. Any substitution request after this date and time will not be considered. The determination of the Sarpy County Purchasing Department shall be final and conclusive in determining the equality of alternates.

2. Scope of Work

All work must be coordinated with Sarpy County at least forty eight (48) hours prior to start. Vendor shall provide a schedule within the submitted proposal. The Boardroom is an actively used room. While Sarpy County will work with the selected vendor on room scheduling, any delays shall be at no additional cost to the County.

3. Contact Person

After the bid is awarded, the Vendor shall designate a competent Project Manager who shall represent the Vendor in matters pertaining to the Agreement. Communications given to the Vendor’s Project Manager, in writing, from Beth Garber, Sarpy County Purchaser, shall be as binding as if given to the Vendor.
4. **Installation and Delivery**

**Audio Visual Contractor shall provide the County a turnkey solution. Installation, testing and training must be completed between August 29, 2018 through September 10, 2018. The system must be fully operational by the start of business on September 11, 2018.**

All items shall be shipped F.O.B. destination. Delivery of all items shall be inside delivery to the Boardroom and shall include uncrating, assembly, installation. Delivery of all items is to be coordinated between Sarpy County and the Vendor at least forty-eight (48) hours prior to actual delivery. Sarpy County will not accept partial deliveries unless prior approval is given.

During installation, the project manager shall be available to answer questions and provide consultation, including installation inspection, if required, in order to verify that the installation of the audio visual system is being installed in accordance with the approved design and specification.

The Vendor must dispose of shipping material and packaging at the time of installation. All recyclable material shall be placed in the recycle bin, not trash. Vendor may use Sarpy County trash and recycle containers.

Installed delivery is defined as everything up to and including inside delivery, assembly, and complete installation along with appropriate removal of all package materials.

The Vendor shall authorize immediate replacement of items that may have been damaged in transit or installation of audio visual system. The Vendor is also responsible for any damage to County property during installation and delivery.

5. **Proposal Format**

The Bid Form is designated to serve as the Cost Summary and Information Sheet. This form must be completed by a person authorized to make proposals and enter into a contract for your agency. Failure to submit this form will result in your proposal being deemed non-responsive.

**Technical Specifications**

1. **Audio Visual System Descriptions**

   A. **Main Boardroom**

      a. This system will feature an existing Epson 8,000 lumen laser projector (installed October 2017). New 22” LCD displays will be installed for those sitting at the Dais. These monitors will receive the same feed as the projector, with the exception of the monitor at the Clerk’s station. The Clerk’s monitor will switch to voting preview when activated by the Clerk. The Boardroom video sources are also available for viewing on the LCD display at the Boardroom entrance area. All cabling infrastructure will need to be upgrade from analog to digital.
b. Video inputs to the system will include two HD PTZ cameras, a lectern document camera, lectern BYOD laptop, sidewall BYOD laptop, HDTV tuner and a voting screen.

c. The existing audio system will remain in place. A networked audio recorder will be added to the existing audio system.

d. Program audio and video is available for recording/streaming and overflow to the Boardroom entrance area and the Conference Rooms.

e. Main control of the system will be via a touch panel located at the County Administrator position at the Dais. This panel will have control of all functions of the room with the exception of the voting system. A wireless touch panel will also be available with the same functionality as the Dais panel, with the exception of video preview.

B. Combinable Conference Rooms

a. An IFP will be installed in Conference Room B. Conference Room B will have a wall plate BYOD laptop connection. This display will have the ability to view content from the Boardroom.

b. The existing audio system will remain in place.

c. Control of the system will be accomplished via an existing keypad in Conference Room B.

C. Boardroom Entrance Area

a. This area will re-use the existing 42” display sourced from the Boardroom switcher.

b. The existing audio system will remain in place.

c. Control of the system will be provided by the Boardroom Dais touch panel

2. Audio Visual Control System Requirements

A. System shall be software driven, field programmable with a PC/Laptop. The Boardroom System shall offer a wired touch panel with video preview and a wireless touch panel. The existing Boardroom Voting System keypads will remain.

a. Main Boardroom 15” touch panel interface is to provide functions as follows:

i. Power On/Off for the projector and Entrance Area display.

ii. Source/Destination switching for the projector, Dais monitors, Clerk monitor, touch panel preview, recording/streaming system and Entrance Area display.
iii. Camera control of all three cameras, to include both manual operation and six user programmable presets for each.

iv. HDTV Tuner – Channel Up/Down, Channel Number

v. Up/Down/Mute level control of audio systems with separate controls for Dais speakers, audience speakers and Entrance Area speakers.

vi. Up/Down/Mute level control of microphones to include separate controls for Clerk, County Administrator and wireless system.

b. Main Boardroom wireless control interface to provide functions as follows:

i. The same functionality as the Dais touch panel with the exception of video preview

c. Main Boardroom Voting System is to provide functions as follows:

i. Existing Member voting panels to remain. Buttons are labeled [YES] [NO] [ABSTAIN]

ii. Existing Clerk station panel to remain. Buttons are labeled [VOTE] [REVEAL] [RESET] [COUNTY] [PLNNG]

iii. System will function the same as current voting system. A/V Contractor will create graphics via a touch panel interface for display through system. These graphics will display the members name, how they voted and a results tally. This display will include user editable graphic pages for both the Sarpy County Board of Commissioners (five members), Sarpy County Planning Commission (eleven members), Personnel Policy Board (five members), and Wastewater Agency (6 members). The user will be able to edit the names of the board members. This function will be available through the main control touch panel.

iv. Pressing [VOTE] will cause the Clerk monitor only to display voting system on local display panel and activate member button panels to allow voting. When activated, these voting panels will light up all the buttons to show the members that the system is ready for voting. As members vote, only the pressed button will stay lit and only the Clerk will be able to see who has voted. [REVEAL] will override the projector display with the voting results. [RESET] will return the projector to the previous source and will reset the voting graphic to make it ready for the next vote. This will also return the Clerk’s monitor to program video. The [COUNTY] and [PLNNG] buttons will preset the system for the appropriate meeting. The [VOTE], [REVEAL] and [RESET] buttons will light to show the last activity. The [COUNTY] and [PLNNG] buttons will also indicate which state the system is in.

v. The voting system must have instantaneous display for voting results.
d. Conference Room keypad is to provide functions as follows:

   i. Power On/Off display

   ii. Source/destination switching for the display, including in-room sources and overflow from the Boardroom system.

   iii. Up/Down/Mute level control of system audio and room combining capability

B. The A/V Contractor shall provide all graphics and control system programming for devices indicated on this project.

C. All touch panel layouts, page logic functions and control system functionality shall be submitted to and approved by the Owner prior to installation and programming of the systems.

3. System Tests and Adjustments

A. The Audio Visual Contractor shall be responsible for the field tests and adjustments of the completed audio visual system. Such tests shall be made in conformance with the recommendations of the equipment manufacturer.

B. System tests and adjustments shall include but not be limited to the following:

   a. Functional tests of all individual audio, video and control equipment.

   b. Alignment, convergence and source input settings for each video monitor.

   c. Functional tests of all audio-visual control system software functions.

   d. All functional tests of the installed system as required assuring that the system is ready for final inspection.

C. The Audio Visual Contractor shall be responsible for notifying the Owner of any unresolved malfunctions encountered during system tests and of any equipment not at the site sufficiently prior to final system testing and inspection.

D. If troubles are encountered, the Audio Visual Contractor shall continue tests and adjustments until the system operates in a satisfactory manner.

4. Final System Tests and Equalization

A. After the audio visual system is completely installed and the testing has been performed the Audio Visual Contractor and Sarpy County, will conduct the final testing of the system.
B. The Audio Visual Contractor shall furnish the services of a qualified technician, one having knowledge of the systems, to adjust the system equipment and connections as requested by the County during the time reserved for final system testing.

C. If, in the opinion of the Owner the system does not appear to be functioning properly, the Audio Visual Contractor may be required to perform tests on any individual item of equipment to determine its operational status.

D. If after maximum effort by all concerned, it should prove impossible to complete the final testing within the stipulated testing period, the Audio Visual Contractor technician shall be made available for additional hours at no additional cost to County.

5. Training

A. The Audio Visual Contractor shall provide training, as needed. Training is anticipated to include basic system functionality and troubleshooting.

6. Operating Instructions

A. All system programming shall be provided to Sarpy County upon system approval. Final payment will not be provided unless all system code/programs have been provided to the County in the format desired by the County.
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _______________________________________________________________________________

2. _______________________________________________________________________________

3. _______________________________________________________________________________

4. _______________________________________________________________________________

5. _______________________________________________________________________________

6. _______________________________________________________________________________

7. _______________________________________________________________________________

8. _______________________________________________________________________________

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10. _______________________________________________________________________________
### Sarpy County, Nebraska
#### Boardroom Digital Video Upgrade Project
##### Bid Form

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RFP Total $ -

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

**Company Information**

- Years in business: _____________________________
- # of employees: _______________________________
- Total sales last 3 years: _____________________
  - __________________
  - __________________
  - __________________

**References**

- Company Name: __________________________________________
  - Address: _______________________________________________
  - Contact Name: __________________ Phone Number: __________
  - Date of Purchase: __________ Email: ________________

- Company Name: __________________________________________
  - Address: _______________________________________________
  - Contact Name: __________________ Phone Number: __________
  - Date of Purchase: __________ Email: ________________

- Company Name: __________________________________________
  - Address: _______________________________________________
  - Contact Name: __________________ Phone Number: __________
  - Date of Purchase: __________ Email: ________________
I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1
Addendum #2

_________________________________  _____________________________ 
Company Name  Company Representative (Please print)

_________________________________  _____________________________ 
Authorized Signature  Telephone Number

_________________________________  _____________________________ 
Address  E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
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 «Field_1__Project_Name» for the «Field_2__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 «Field_1__Project_Name» 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:

Sarpy County Purchasing  
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: ________________________________
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**WYSIWYG Content**

Sarpy County, Nebraska Boardroom Digital Video Upgrade Project Request for Proposals

Sarpy County, Nebraska is seeking proposals for the Boardroom Digital Video Upgrade Project. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 10:00 a.m., Thursday, May 17, 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., Thursday, May 17, 2018, in the Sarpy County Administration Conference Room, at the above address.

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 irregularities.

Deb Houghtaling
Sarpy County Clerk

2092060; 4/18, 4/25

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