

SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR DISPATCH CONSOLES FOR THE  
911 COMMUNICATIONS CENTER

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, 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.

(1) NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:  
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 lowest responsible bidder taking into account all bid specification requirements, Ergoflex Systems, Inc. DBA Xybix Systems, Inc. for Dispatch Consoles in the amount of Seventy Eight Thousand Three Hundred Thirty Three Dollars and Eighty Four Cents (\$78,333.84) including Option 1: Extended Maintenance 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.

Dated this 17<sup>th</sup> day of May, 2011.

Moved by Jim Warren, and seconded by Tom Richards that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Handwritten signatures]

none

Rusty Hike

ABSTAIN:

none

Attest: [Signature]  
Sarpy County Clerk



SEAL

Dispatch Consoles  
for the  
911 Communications Center

Bid Opening:  
2:00, Thursday,  
May 5, 2011

	Racom	Office Interiors & Design	Xybix Systems, Inc.	Watson Dispatch	Eaton Corporation	Sahler Office Interiors
Total Bid	N/A	N/A	N/A	N/A	N/A	N/A
Total Bid with Alternate #1	\$111,853.70	\$124,862.52	\$75,003.84	\$69,731.60	\$96,757.83	\$111,045.08
Option 1 - Extended Warranty						
Year 2	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$960.00
Year 3	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Year 4	\$0.00	\$3,000.00	\$1,480.00	\$2,721.22	\$0.00	\$1,200.00
Year 5	\$0.00	\$3,500.00	\$1,850.00	\$3,401.53	\$0.00	\$1,440.00
Option 1 Total	\$0.00	\$11,000.00	\$3,330.00	\$6,122.75	\$0.00	\$4,800.00
Grand Total - Base Bid with Option 1	N/A	N/A	N/A	N/A	N/A	\$115,845.08
Grand Total - Alternate #1 with Option 1	\$111,853.70	\$135,862.52	\$78,333.84	\$75,854.35	\$96,757.83	N/A

**COMPANY NAME:** Ergoflex Systems, Inc. DBA Xybix Systems, Inc.

**Sarpy County, Nebraska  
Dispatch Consoles  
Bid Form**

Total Bid - 6 Consoles, As Specified: \$ Not available  
Itemized pricing to be attached

Alternate #1 - 6 Consoles with Electronic lift sit/stand: \$ 75,389.16  
Include within itemized pricing, attached

Option 1: Extended Warranty:

Year 2: \$ Included

Year 3: \$ Included

Year 4: \$ 1,480.00

Year 5: \$ 1,850.00

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

**ESTIMATED INSTALLATION DATE:** June 20

**Company Information:**

Years in business: 19 years

# of employees 38

Total sales last 3 years Please Call for this information.  
\_\_\_\_\_  
\_\_\_\_\_

**References:**

Company Name: Pottawattamie County 911  
Address: 227 South 6th Street Council Bluffs, IA 51501  
Contact Name: Chris Moore Phone Number: 402-680-6039  
Fax Number: 712-328-4843 Date of Purchase: 8/11/2010  
Email: chris.moore@pottcounty.com

Company Name: Johnson County Emergency  
Address: 11880 South Sunset Dr. Olathe, KS 66061  
Contact Name: Kevin Whittaker Phone Number: 913-826-1005  
Fax Number: 913-826-1018 Date of Purchase: 8/2008  
Email: kwhittaker@jocogov.org

Company Name: Shawnee County / Topeka KS Joint 911  
Address: 320 South Kansas Suite 200, Topeka, Kansas 66603  
Contact Name: Lance Royer Phone Number: 785-368-2247  
Fax Number: 785-368-2338 Date of Purchase: 12/28/2008  
Email: lance.royer@snco.us

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	<u>4/18/2011</u>
Addendum #2	<u>4/29/11</u>

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

Ergoflex Systems, Inc .DBA Xybix Systems, Inc.

Company Name



Authorized Signature

8207 Southpark Circle

Address

Littleton, CO 80120

City, State & Zip

Kenneth R. Carson

Company Representative (Please print)

303-683-5656

Telephone Number

303-683-5454

Fax Number

kenc@xybix.com

E-Mail Address

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

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 iC



Quote Number: 10627

Quote Date: 5/2/2011

Revision: A

Orig Create Date: 5/2/2011

Expires: 7/31/2011

Opp #: 0005937

Page: 1 of 3

Quote

Terms: 90% Net 30; 10% Net 7 Punch

**Quote To:**  
 Acct: SARCOUPANE  
  
 Sarpy County EMA/E911  
 1210 Golden Gate Drive  
 Papillion NE 68046

**Ship To:** Sarpy County EMA/E911  
 1210 Golden Gate Drive  
  
 Papillion  
 NE 68046

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**Sales Person:** NEVCO WIRELESS  
 Rep Phone: 515-225-9866  
 Email: jeff@nevcousa.com

OPTIONAL LAYOUT

05.02.11 KRC  
 04.27.11 Drawing Rev1 Imh

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 2Fabric 12343-1-SS - 42-48in - 0 LF @ 142 12343-1-DS - 42-48in - 67 LF @ 193 12344-1-SS - 65in - 0 LF @ 192 12344-1-DS - 65in - 0 LF @ 267  Upper Tiles Fabric Color: TBD Grade 2 G2 Lower Tiles Fabric Color: TBD Grade 2 G2 Panel Trim Color: Black	1	1.0 EA	\$12,931.00	36	\$8,275.84	\$8,275.84
2.00	14486.	Adj. Table Worksurface - Dual Surface - Corner - 72L x 72R 10 RV-Cable Management Included	2	6.0 EA	\$1,760.00	50	\$880.00	\$5,280.00
3.00	11064LRG	ErgoPower X4+ Table Base - Large	3	6.0 EA	\$5,070.00	50	\$2,535.00	\$15,210.00
4.00	12757.	Monitor Mount - Rollervision - - 1HI - Corner - Dual Surface - 72L x 72R 10 RV - <35# Monitor Qty = 5	4	6.0 EA	\$2,568.00	50	\$1,284.00	\$7,704.00
5.00	12904	DataDock - Keyboard Surface Cable Organizer Cables Sold Separately	5	6.0 EA	\$374.00	50	\$187.00	\$1,122.00
5.01	11677	Ext Cable USB Type A to Type A Panel Mount for Datadock Male/Female 15'	6	48.0 EA	\$32.00	50	\$16.00	\$768.00
5.02	13611	Datadock RJ11 Cat3 Coupler	7	12.0 EA	\$36.00	50	\$18.00	\$216.00
5.03	11778	Ext. Monitor Cable 15' VGA High Quality Male/Female	8	30.0 EA	\$108.00	50	\$54.00	\$1,620.00
6.00	11792.	Power Bar - 10 Outlet	9	18.0 EA	\$128.00	50	\$64.00	\$1,152.00

**Xybix Systems, Inc.**

6207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 KenC



**Quote Number: 10627**

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**Page: 2 of 3**

**Quote**

**Terms: 90% Net 30; 10% Net 7 Punch**

6.01	11526	Grounding Kit R-56	10	6.0 EA	\$700.00	50	\$350.00	\$2,100.00
7.00	13171	Task Light - Trillium LED Kit	19	6.0 EA	\$598.00	50	\$299.00	\$1,794.00
8.00	11695	Rackmount 2 Wide Under Surface Curved	11	6.0 EA	\$310.00	50	\$155.00	\$930.00
9.00	14462	MyClimate Personal Climate Control - Forced Air Heat 1000W	12	6.0 EA	\$2,730.00	50	\$1,365.00	\$8,190.00
10.00	12033	Return Worksurface - 30Wx36D	13	4.0 EA	\$390.00	50	\$195.00	\$780.00
10.01	12033	Return Worksurface - 33.25Wx36D	14	4.0 EA	\$390.00	50	\$195.00	\$780.00
10.02	12033	Return Worksurface - 18Wx36D	23	4.0 EA	\$390.00	50	\$195.00	\$780.00
10.03	12034	Return Worksurface - 54Wx32.75D	25	2.0 EA	\$490.00	50	\$245.00	\$490.00
11.00	13621	CPU Cabinet - CPU 30Wx33D	15	6.0 EA	\$1,233.00	50	\$616.50	\$3,699.00
12.00	11352	Drawer Pedestal - Fixed - Single - 16W - 6-6-12 Drawers 22D -	24	4.0 EA	\$950.00	50	\$475.00	\$1,900.00
12.01	13642	Drawer Pedestal - Fixed - Bookcase Left - 33.25W - 6-6-12 Drawers 22D -	26	2.0 EA	\$1,100.00	50	\$550.00	\$1,100.00
15.00	13615	Bookcase - 54W-28H-15D - UnderWS W/Toekick	27	2.0 EA	\$684.00	50	\$342.00	\$684.00
18.00	14329	Filler Panel	28	4.0 EA	\$120.00	50	\$60.00	\$240.00
90.00	12356	Installers Kit	17	6.0 EA	\$-	50	\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	18	1.0 EA	\$-		\$0.00	\$0.00

**Line(18) - Miscellaneous Charge -**

Freight - FullTruck NonTaxable	\$1,080.00
Installation - Non-Taxable	\$7,995.00
Performance Bond	\$1,114.00

List Price Total \$126,009.00

Lines Total: \$64,814.84

Line Miscellaneous Charges Total: \$10,189.00

**Quote Total: \$75,003.84**

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Cunard, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Award of Dispatch Consoles

On May 5, 2011 the Purchasing Department opened six (6) bids for Dispatch Consoles for the 911 Communication Center. Staff from the Communication Center along with myself went to two (2) sites to view Watson and Xybix furniture.

The Request for Proposals (RFP) specifically focuses on adequate cable management with the ability to securely house cables without exposed wiring. Exposed wiring can be unsafe to both the users and the equipment where wires can become entangled in the electronic lifts. The RFP also required adequate ventilation for all cabinets where electronics are housed.

The cable management of the Xybix product met, if not exceeded, this specification. Every component of the console included multiple channels, trays and a data dock which would allow for internal connection of all equipment further eliminating wiring. While on the site visit for the Watson product, we noticed coils of cables on the floors of the panels, which is specifically listed in the specification as not acceptable. Furthermore, console ventilation within the Xybix furniture included fans at all cabinets while Watson only had air hole penetrations within their consoles. The County has experienced ventilation issues and equipment overheating with air holes and therefore, this does not meet the specification for adequate ventilation.

When contacting references and during the site visit, it was noted that the Watson consoles movable and electronic components stuck in the low position and were not as technologically advanced as Xybix. All of Xybix electronic controls are digital and run much smoother.

Therefore, based on compliance with all requirements and the quality of previous performance it is recommended that the bid be awarded to the most responsive bidder, Xybix Systems, Inc. for \$78,333.84. This includes all equipment with a turnkey installation along with Option 1, extended warranty for a five (5) year period.

Should you have any questions, please feel free to contact me at the number listed above or [bcunard@sarpy.com](mailto:bcunard@sarpy.com).

May 12, 2011



Beth Cunard

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Marilyn Gable

## 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 Ergoflex Systems, Inc. DBA Xybiz Systems. Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Dispatch Consoles for the Sarpy County 911 Communications Center; 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 Dispatch Consoles 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](http://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:

Larry Lavelle  
Sarpy County Emergency Management  
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

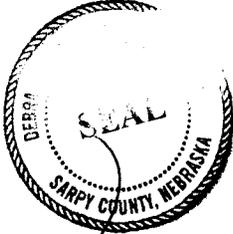
This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County 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: Kenneth Carson  
Ergoflex Systems, Inc. DBA Xybix Systems, Inc.  
8207 Southpark Circle  
Littleton, CO 80120

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 17<sup>th</sup> day of May, 2011.

(Seal)



ATTEST:

Dea Vonghaling  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A Body Politic and Corporate

Tom Richard  
Chairperson  
Sarpy County Board of Commissioners

Vendor: [Signature]

By: Kenneth R Carson

Title: Vice President

Attest:

Ruse R. Meyer  
Witness

\_\_\_\_\_