

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

B1000786

RESOLUTION AWARDING BID FOR VOIP PHONES FOR THE ALL COUNTY DEPARTMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for VOIP Phones 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.

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

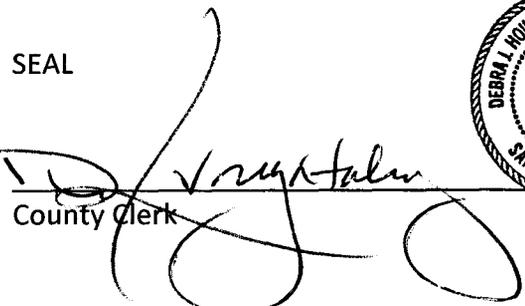
- (1) The low bid of Synergy Telcom Inc. for VOIP Phones in the amount of \$156.00 per phone is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take 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 18th day of June, 2013.


 Sarpy County Board Chairman

Attest:

SEAL


 County Clerk



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 Synergy Telcom, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for VOIP Phones for the Various County Departments; 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 VOIP Phones 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
Attn: Beth Garber
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:

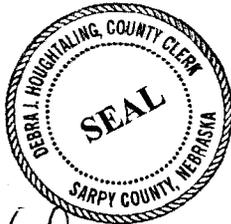
County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Ms. Lisa Gemmer
Synergy Telcom Inc.
8222 Indy Lane
Indianapolis, IN 46214

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 1st day of July, 2013.

(Seal)

ATTEST:



[Handwritten signature of Debra Houghtaling]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Handwritten signature] 6/18/13
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Handwritten signature]
Deputy County Attorney

Vendor: Synergy Telcom

By: *[Handwritten signature]*

Title: CFO

Attest:

Witness

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 Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: VOIP Phones

On July 13, 2013 four (4) bids were opened for VOIP Phones for all County offices. After reviewing the bids, it is recommended the bid be awarded to Synergy Telcom Inc. for \$156.00 per phone. In the past eighteen (18) months there have been eighty (80) phones ordered. Phones are ordered for several reasons including upgrading various parts of the system to the VOIP standard or normal wear and tear of an outdated VOIP phone model.

June 13, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Elmer Martin

VOIP Phones
for
Various Departments

Bid Opening:
2:00 P.M., Thursday,
June 13, 2013

	Synergy Telcom	New Tech Solutions	Ideal System Solutions	NACR
Unit Price	\$156.00	\$165.00	\$199.00	\$195.51

Synergy Telcom Inc.
8222 Indy Lane
Indianapolis, IN 46214

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

SEALED BIDD:
VOIP Phones For County Departments

Proposals Due:
Thursday, 2:00pm
June 13, 2013

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

VOIP Phones

For the

Various County Departments

PROPOSALS DUE:
Thursday, 2:00 p.m., June 13, 2013

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Synergy Telecom Inc. will provide a free TWO year warranty.

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

SYNERGY TELCOM INC.

8222 Indy Lane

Indianapolis, IN 46214

COMPANY NAME: _____

Sarpy County, Nebraska

VOIP Phones

Bid Form

Unit Price: \$ 156.00

Avaya Model 9608 Phone, as specified

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

Company Information

Years in business: 13

of employees 23

Total sales last 3 years
\$ 8,000,000.00 - 2012
\$ 7,000,000.00 - 2011
\$ 6,000,000.00 - 2010

References

- Company Name: Austin Independent School District
- Address: 1111 W. 6th Street, Austin, Texas 78703
- Contact Name: Jay Johnson / Mark Allen Phone Number: 512-414-9300 & 512-414-9301
- Date of Purchase: Blanket PO Email: jjohnso5 @ austinisd.org
- Ongoing Purchases: mallen @ austinisd.org
- Company Name: Allegheny County - Pennsylvania
- Address: 1 Smithfield Street, Lower Level, Pittsburgh, PA. 15222
- Contact Name: Beth Halliday Phone Number: 412-350-6367
- Date of Purchase: Blanket PO Email: beth.halliday @ alleghenycounty.us
- Ongoing Purchases:
- Company Name: University of California Office of the President
- Address: 1111 Franklin St. 7th Floor Oakland, CA. 94607
- Contact Name: Joseph David Phone Number: 510-987-0008
- Date of Purchase: Blanket PO Email: joseph.david @ ucop.edu
- Ongoing Purchases:

SYNERGY TELCOM INC.
8222 Indy Lane
Indianapolis, IN 46214

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 _____

Attachments: **Warranty Information**

Synergy Telcom Inc.
Company Name
Lisa K. Gemmer
Authorized Signature
8222 Indy Lane
Address
Indianapolis, IN. 46214
City, State & Zip

Lisa K. Gemmer
Company Representative (Please print)
800-201-7590 ext. 201
Telephone Number
317-713-1658
Fax Number
lisa.gemmer@synergy-tel.com.
E-Mail Address

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



May 29, 2013

TWO YEAR WARRANTY

***Synergy Telcom Inc.* shall warrant all new/refurbished materials, workmanship and equipment against defects with a Two Year Advance Replacement Warranty from the date of purchase.**

If a warranty issue arises, simply contact National Account Manager: Lisa Gemmer lisa.gemmer@synergy-tel.com or (800) 201-7590 ext. 201 with the model # needing attention and a RMA # will be processed and replacements will be shipped asap.

Upon Receipt, simply use the Synergy provided Shipping Label to return the equipment being replaced.

**** GSA Schedule Certified Vendor, Avaya, Cisco & Polycom Business Partner***



Avaya Global Product Warranty Policy for End Users

Scope of Policy

Avaya warrants to End User that during the applicable warranty period the Avaya Products will conform to and operate in accordance with the applicable Documentation in all material respects.

This policy applies globally to all Avaya Products purchased by End Users directly from Avaya. In the United States and Canada it also applies to Products purchased by End Users from Avaya Channel Partners. It does not apply to Products acquired by End Users from Channel Partners outside of the United States and Canada where the warranty to the End User is provided by the Channel Partner and not by Avaya.

Standard Limited Warranty Period for Hardware

Unless otherwise stated specifically by Avaya, the following periods apply:

- a) Twelve (12) months, beginning on the In-Service date, for Hardware purchased directly from and installed by Avaya.
- b) Twelve (12) months, beginning on the Delivery Date, for all other Hardware purchased directly from Avaya or a Channel Partner where Avaya does not install the Hardware. This includes Hardware purchased by Channel Partners for internal use.

Standard Limited Warranty Period for Software and Software Media

Unless otherwise stated specifically by Avaya, the following periods apply:

- a) Ninety (90) days, beginning on the In-Service Date, for Software purchased directly from and installed by Avaya.
- b) Ninety (90) days, beginning on the Delivery Date, for all other Software purchased directly from Avaya or a Channel Partner where Avaya does not install the Software. This includes Software purchased by Channel Partners for internal use.

Select Product Lifetime Warranty

Avaya offers a lifetime warranty for select Avaya Data Solutions Products, as specified at Avaya's support site

https://support.avaya.com/css/appmanager/public/support?nfpb=true&pageLabel=WNCContent_Public&contentid=C20091120112456651010. The lifetime warranty begins on the Delivery Date and ends five (5) years after the Product's End of Sale date, as determined by Avaya.



Warranty Exclusions

The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) use of the Products in violation of the license granted by Avaya or in a manner inconsistent with the Documentation; (ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) failure to follow installation, operation or maintenance instructions; (v) failure to permit Avaya timely access, remote or otherwise, to Products; or (vi) failure to implement all new updates to Software. An "Update" is a change in the Software that provides corrective content for maintenance purposes only. Updates are generally available to Products under warranty and to subscribers to Avaya's Product support or maintenance services. Warranties do not extend to Products that have been altered (including alteration of serial numbers), serviced or modified by a party other than Avaya or a third party specifically authorized by Avaya to provide the service or modification.

Products from Third Parties

Avaya provides Third Party Products on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND unless Avaya specifies otherwise. However, such Third Party Products may carry their own warranties and Avaya shall pass through to End User any such warranties to the extent authorized. Exercise of such warranty shall be directly between End User and the third party provider.

Toll Fraud

Avaya does not warrant that Products will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of End User. The term "Toll Fraud" refers to the unauthorized use of telecommunications services or facilities accessed through or connected to the Products.

Warranty Procedures and Remedies

End Users who purchased the Product directly from Avaya should contact Avaya. End Users who purchased the Product from an authorized Avaya Channel Partner in the United States or Canada should contact the Channel Partner for assistance in making warranty claims to Avaya. If a Product is not in conformance with the warranty above and Avaya receives a written notice during the applicable warranty period describing in reasonable detail how the Product failed to be in conformance, and including evidence that the product is under warranty (i.e. a valid invoice, and in some cases this may also require Product registration with Avaya), Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product; or (ii) refund the applicable fees upon return of the non-conforming Product to Avaya. For Software warranty, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. **THESE REMEDIES WILL BE END USER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES END USER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.**



Disclaimers

EXCEPT AS REFERENCED AND LIMITED IN THIS DOCUMENT, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THIS DOCUMENT WILL BE END USER'S SOLE AND EXCLUSIVE REMEDIES.

General

This policy applies to all Products sold under the Avaya brand including heritage Nortel products, and combines and supersedes all earlier versions.

To the extent there is a conflict between this policy and an agreement between Avaya and the End User or Channel Partner, the terms of the agreement will prevail.

If any provision of this policy is determined to be unenforceable or invalid by court decision, the policy will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

Avaya is not responsible for any warranty, support or maintenance commitments made by Channel Partners or other service providers. Avaya reserves the right to amend or change this policy at its sole discretion at any time, and this policy shall not be interpreted to create any contractual obligation by Avaya to provide support to any specific customer, Channel Partner or other service provider.

Definitions

"Channel Partner" means a company authorized by Avaya to purchase or license Avaya Products or services and to resell them as so authorized.

"Delivery Date" means the date on which Avaya or the Channel Partner, as the case may be, delivers the Products to End Users, or in the case of Software features that are enabled by license files, software activations or any other electronic means, "Delivery Date" means the date when the Product or Product features are enabled in Avaya's license management systems.

"Documentation" means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its Products. Documentation does not include marketing materials.

"End User" means a third party that purchases Products from Avaya or a Channel Partner in the United States or Canada for the internal use by such third party and not for resale or sublicense.



Version 1.4

“Hardware” means the standard hardware products that End User orders and Avaya delivers directly or through a Channel Partner in the United States or Canada. Hardware does not include any customized deliverables that Avaya creates specifically for End User.

“In-Service Date” means the date of notification to End User that the Products are installed in good working order in accordance with applicable Documentation.

“Product” means Hardware and Software, or any combination thereof.

“Software” means the computer programs in object code form that End User orders and Avaya delivers directly or through a Channel Partner in the United States or Canada, whether as stand-alone products or pre-installed on Hardware. Software does not include any customized deliverables that Avaya creates specifically for End User.

“Third Party Products” means any products manufactured by a party other than Avaya, and may include, without limitation, products ordered by End User from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Avaya's price list, quotes, order specifications forms or Documentation.

More Information

For additional information about Avaya Product Warranties please refer to the following website:

https://support.avaya.com/css/appmanager/public/support?nfpb=true&pageLabel=WNCContent_Public&contentid=C20091120112456651010

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

June 19, 2013

Ms. Lisa Gemmer
Synergy Telcom Inc.
8222 Indy Lane
Indianapolis IN 46214

RE: Bid Award for VOIP Phones for Sarpy County

Action by the Sarpy County Board of Commissioners, at the meeting of June 18, 2013,
is as follows:

Public Hearing and Resolution 2013-174: Award bid for VOIP phones for all County offices.
Beth Garber, Purchaser

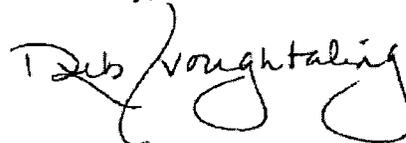
MOTION: After a public hearing, Carlisle resolved, seconded by Warren, to approve the
resolution and accept the low bid of Synergy Telcom Inc. for VOIP Phones in the
amount of \$156 per phone. Ayes: Kelly, Thompson, Richards, Carlisle & Warren.
Nays: None.

Please find enclosed two (2) originals of the agreement which has been approved and
signed by the Chairman of the Board. Upon completion please provide **one original** for
Sarpy County records.

**PLEASE NOTE: If required by specifications, please provide any bonds,
insurance certificates or other referenced documentation along with the fully
executed agreement prior to beginning work under this agreement.**

Mail or return to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Drive
Papillion, NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/kk