

# **SARPY COUNTY, NEBRASKA**

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## **REQUEST FOR PROPOSALS**

### **Emergency Medical Dispatch Program (EMD System)**

For the

### **E911 Communications Department**

**PROPOSALS DUE:**  
2:00 p.m., Thursday, May 11, 2017

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for Emergency Medical Dispatch Program (EMD System) for the E911 Communications Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of three (3) years commencing system go live with two (2), three (3) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, May 11, 2017. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Emergency Medical Dispatch Program (EMD System)" and shall have the name of the Vendor and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

**Submit one (1) original, three (3) copies and an electronic copy of the completed proposal. Exception: One (1) copy of all training and certification course documentation.**

**Requests for information and clarification questions must be received by April 27, 2017 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

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

Bids must be sent to:

Deb Houghtaling  
Sarpy County Clerk's Office  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administration Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, May 11, 2017.

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 the E911 Communications Department. 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](http://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. 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, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by April 27, 2017 at 12:00 p.m. 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.

## 2. 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.

## 3. Confidentiality of Documents

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

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

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **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 in a separate, sealed envelope, such 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.

## 4. 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. (Reissue 2010), 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.

## **5. 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.

## **6. Payment Terms**

The successful Vendor shall submit itemized invoices for payment based upon the below milestone payment schedule. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory completion of milestone.

Milestone 1: Project Start Up, 20%

Milestone 2: Software Installation & Setup, 25%

Milestone 3: Customer Training & Certification, 20%

Milestone 4: User Acceptance & Go Live, 30%

Milestone 5: Final Acceptance, 5%

## **7. 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.

## **8. Term**

The Contract will be for a three (3) year period commencing on system go live with two (2), three (3) year options. The cost for the option years will be provided in writing to the County one hundred and eighty (180) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

## **9. Renewal**

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

## **10. Termination**

Either party may terminate the Contract with one hundred eighty (180) days' written notice to the other.

## 11. 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](http://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.

## 12. Breach

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

## 13. Insurance Requirements

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

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

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance

coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

#### Workers' Compensation and Employers Liability Insurance

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

#### Commercial General Liability Insurance

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

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

#### Automobile Liability Insurance

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

#### Certificate of Insurance

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

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

#### Insurance Company

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

evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

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

#### **14. Assignment**

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

#### **15. Subcontracting**

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

#### **16. 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. 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.

## **21. 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.

## **22. 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. Introduction**

The work to be performed under this contract consists of, but is not limited to, furnishing of all labor, materials, and equipment necessary to provide a comprehensive Emergency Medical Dispatch software system (EMD system) to the Sarpy County Emergency Communications Center's ten (10) workstations. The successful bidder shall be responsible for all software installation, staff training, technical support, and all necessary measures to ensure an installed and working system.

### **2. Background**

The Sarpy County Emergency Communications Center is located at 1210 Golden Gate Drive, Papillion, NE 68046 and provides public safety communication services for the citizens, communities and public safety responders for eight Sarpy agencies located in the County.

The Emergency Communications Center is equipped with ten (10) workstations capable of answering, processing and dispatching calls for service through the following systems: West Safety Services, Power 911, call handling equipment, Motorola P1 computer-aided dispatch (CAD) system, and radio consoles.

Forty-two (42) staff members will need to be trained and certified to use the system. Sarpy County desires to have four (4) people trained/certified as in-house trainers.

### 3. Software Qualifications

- a. Software must meet, or exceed, all state and national criteria standards as set by a national standard curriculum. Supportive documentation of certification must be included within the submitted proposal.
- b. EMD system must be a scripted, comprehensive system. Sarpy County will not modify or customize the selected system.
- c. System should allow for the gathering of vital information such as address, phone number, chief complaint, age, sex patient condition, etc.
- d. The EMD system should be an expert system which interacts with the Emergency Dispatcher to display each question with answer choices in the interrogation sequence, prompt the Emergency Dispatcher for a response, assign a specific patient condition code and recommend a response assignment.
- e. System must have scripted post-dispatch and pre-arrival instructions.
- f. The EMD system shall also include an automated Quality Assurance EMD Case Review software program capable of providing case histories of each incident and comparative histories providing individual dispatcher case statistics.
- g. The system must also be capable of providing reports that reflect any period of time or data field requested such as current week, month or year-to-date statistics. Reporting capability shall be included in initial training fees.
- h. EMD Guide Cards or card sets with racks with pre-arrival instructions shall be viewable and provided at each operator workstation as a back up to the computer software.
- i. EMD system shall work in a Microsoft server 2016 Hyper-V environment.

### 4. Interface Requirements

- a. EMD system shall include fully integrated two-way CAD interface functionality.
- b. Interface should be compatible with Motorola P1 CAD version 4.x. Vendor shall identify how their system integrates specifically to Motorola P1 CAD version 4.x.
- c. EMD system shall have the ability to toggle between the two software products without adversely affecting the functionality of either software at any time.
- d. EMD system shall have a testing environment for the interface between the CAD system and EMD system.
- e. CAD should have a defined function key or button that the dispatcher will use to launch the EMD system or an automatic shift to the EMD system based on a call type designator. Once the function key or button is pressed, focus needs to be given to the EMD system.

- f. EMD system must be configurable to open with preloaded fields from CAD, when available (i.e. address, callback number, CAD incident number).
- g. EMD system must operate at full screen height.
- h. EMD system completion by dispatcher shall return to CAD for next case and place the EMD system in wait state.
- i. At a minimum, the interface shall provide the following options:
  - 1. Initial dispatch. System passes condition codes to CAD.
  - 2. Abort function. Dispatcher may choose to abort the EMD system with CAD regaining focus.
  - 3. Override option. Dispatcher may override a particular dispatch to a higher level response.
  - 4. Reconfigure option. EMD software will update CAD with new dispatch code.
  - 5. Urgent message. EMD system shall have an urgent message feature that can be sent at any time to CAD for the dispatcher or responders.
  - 6. Case management. Any user from any position must be able to re-open a previously completed/closed case, allow for callbacks and additional input by allowing the user to open the incident in CAD and then re-open the corresponding case in the EMD system.
- j. Vendor shall identify the number of current clients using their Motorola P1 CAD version 4.x interface and provide references for at least two (2) current customers on this interface. References shall include: agency, contact name, address, phone number, and email address.

## **5. Training & Certification**

- a. Vendor shall identify the EMD system certification process. This process should include all certification and/or recertification courses to include, but not be limited to, the following: refresher courses, retraining courses and continuing education. The certification process shall include all software, manuals and audio/visual aids. Vendors shall identify, where applicable, pre-requisites needed for the student to be eligible to enroll in the course (e.g., CPR Certification).
- b. All proposals shall include a complete copy of the course manual and lesson plan. Proposals shall provide the frequency and process of recertification.
- c. The County prefers the proposed EMD Software to allow for in house certified instructors for training and recertification of County personnel. The Vendor must identify how instructor certification is obtained.
- d. Identify how training attendees receive notification of completion following successful completion of training. The vendor shall provide documentation of course attendance, certifications, re-certifications at the request of the County.

## **6. Technical Support & System Maintenance**

- a. Vendor must provide technical support services for EMD related software during normal County business hours of 8-5 p.m. CST, Monday – Friday with the exception of holidays.
- b. Vendor must include a disaster recovery plan for the system and describe the proposed recovery solution.
- c. Software maintenance must include maintaining protocols and content as updated by certifying agency. System software updates shall be done remotely. Software updates shall be maintained at the most current level at no additional cost during the life of the contract.
- d. Vendor shall identify required hardware or any additional software solutions needed to manage and run the proposed EMD system.
- e. Vendor must identify specific items covered under the maintenance contract (hardware, software, guide card sets, updates, etc.)
- f. Provide a sample maintenance contract within the submitted proposal.

## **7. Implementation**

- a. Vendor shall provide a project plan with implementation milestones/phases including timelines for go-live.
- b. Vendor shall appoint a project manager for implementation. This person will be responsible for all aspects of the software, training, and implementation and will be available at all times during the course of the project until software acceptance by the County.

**EXCEPTIONS/CLARIFICATIONS/COMMENTS**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**Sarpy County, Nebraska  
Emergency Medical Dispatch Program (EMD System)  
Bid Form**

**All costs associated with the EMD system shall be identified on this Bid Form. The County will not approve any additional costs.**

Item	Description	Unit Price	Extended Price
	<b>Total Cost for EMD Software System</b> To include, as specified, all initial training for staff, ten (10) hard guide cards with racks, ten (10) software solutions, Quality control system, one (1) year of technical support and maintenance, certification training, interface, and all one-time costs as identified below.	<b>Total Bid:</b> \$ _____	
<b>Price Per Line Item</b> (Extended price of line items should equal total bid, as identified above)			
1	EMD Software System	\$	\$
2	Initial Training & Certification	\$	\$
3	Hard Guide Cards with Racks	\$	\$
4	One (1) Year Technical Support	\$	
5	Quality Control System	\$	
6	Interface to Motorola P1 Version 4.x	\$	
7	Additional Fees (List & Describe Below)	\$	
<b>Annual Maintenance – Base Contract</b>			
	Year 2 Maintenance	\$	
	Year 3 Maintenance	\$	

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

Additional Fees:

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**Company Information**

Years in business: \_\_\_\_\_

# of employees \_\_\_\_\_

Total sales last 3 years \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Software 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: \_\_\_\_\_

**Interface References**

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
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 Emergency Medical Dispatch Program (EMD system) for the E911 Communications; 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 Emergency Medical Dispatch Program (EMD system) 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](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:

E911 Communications  
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 \_\_\_\_\_, 2017.

(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: \_\_\_\_\_