



ANDERSON COUNTY
REQUEST FOR PROPOSALS

PROPOSAL OPENING DATE AND TIME: December 1, 2017, 10:00 A.M.

SHERIFF RADIO DISPATCH CONSOLE PROJECT
Funded by the Homeland Security Grant Program (HSGP)

Sealed Proposals in single copy unless otherwise stated, subject to Terms and Conditions of this Request For Proposal and other contract provisions, will be received at the Anderson County Auditor's Office, 703 N. Mallard St. Suite 110, Palestine, Texas 75801 until 10:00 A.M. **Central Time December 1, 2017.**

PROPOSALS MUST BE RETURNED BY DATE/TIME SHOWN ABOVE IN A SEALED ENVELOPE **CLEARLY LABELED WITH THE NAME AND ADDRESS OF PROPOSER, PROJECT NAME AND PROPOSAL OPENING DATE AND TIME** ON THE OUTSIDE OF THE ENVELOPE. PROPOSER MUST RETURN THIS COVER SHEET AND THE PROPOSAL RESPONSE FORM ATTACHED.

Any Proposal received later than the specified time, whether delivered in person or mailed, will be Returned unopened.

Any questions pertaining to the Proposal should be directed in writing to Denise Walding or e-mailed to dwalding@co.anderson.tx.us, no Proposal will be accepted unless in a sealed envelope.

☐ **Check if declining to Proposal. State reason:**

The undersigned by his/her signature represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request For Proposal, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on the accompanying Proposal sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY PROPOSAL.**

Name and Address of Proposer:

(Authorized Signature and date)

(Name of authorized representative)

(Zip)

(Title)

(Federal I. D. Number)

(Telephone)

(Email Address)

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Request for Proposal; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS/INSTRUCTION OR OTHER DATA CONTAINED HEREIN.

All Proposals shall be binding upon the respondent if accepted by the County within ninety (90) days of the Proposal opening.

Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this Proposal with price(s) quoted, vendors certify and agree to the following:**

PROPOSING REQUIREMENTS: Proposers must comply with all statutes, rules, regulations and policies relating to purchasing at Anderson County in addition to the requirements of this form. The **signed cover sheet** and the Proposal **response form**, must be received by the Anderson County Auditor's Office on or before the hour and date specified. Late and/or unsigned Proposals will not be considered under any circumstances. Proposals cannot be altered or amended after due date and time.

PROPOSER CERTIFICATION: The Proposer agrees that submission of a signed Proposal is certification that the Proposer will accept an award made to it as a result of the submission.

PROPOSER AFFIRMATION: Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Proposer shall be removed from all Proposal lists. By signature, the Proposer certifies that the Proposer has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Request for Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Request for Proposals.

ACKNOWLEDGEMENT OF AMENDMENTS: Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposal, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by Anderson County by the time and at the place specified for receipt of Proposals.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Denise Walding at the above e-mail address. Proposers are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

PROPOSAL PRICES: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. Proposal prices shall be firm for Anderson County acceptance for ninety (90) days from due date and withdrawals are not permitted. The price for the goods shall be no higher than the lowest price charged to the Seller's customers who take delivery in substantially similar amounts under similar conditions during the same period of time. If before delivery of the goods, Seller offers to sell such goods to such customers at a price(s) lower than specified on this Proposal, Seller shall reduce the price charged to Anderson County to reflect such lower prices(s).

SPECIFICATION: Catalog, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless expressly stated otherwise. If Proposing on other than references, Proposer must show manufacturer, brand or trade name and other description of goods offered. Manufacturer's standard warranty shall apply unless otherwise stated in the Request for Proposals.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being **FOB destination**. Deliveries are to be made per Auditor's Office instructions. Shipments sent C.O.D. without Anderson County's consent may not be accepted and will be at Seller's risk.

PACKAGING: The risk of loss or damage in transit shall be upon the Seller. Upon receipt of written instruction from Anderson County, Seller will promptly replace any goods damaged in transit and make good any defects in the goods, which Anderson County may discover within a reasonable time without prejudice to such further or other remedies, which may be sought by Anderson County at law, or in equity. Seller must enter with the carrier and prosecute all claims for damage or loss in shipment.

INSPECTION: Acceptance of the goods is subject to Anderson County inspection and approval. Such inspection and approval may be made within 10 days after the date of delivery. Notwithstanding the preceding sentence, Anderson County shall have reasonable time within which to reject goods with defects not noticeable by visual inspection, after discovery thereof. All goods failing to meet Anderson County inspection and specification may be accepted by Anderson County with an equitable adjustment in price, sold for the account of Seller or be held or returned at Seller's risk and expense, at Anderson County's option, all without prejudice to Anderson County other remedies at law or in equity. The cost of rework, inspection, transportation, repackaging, and re-inspection shall be at Seller's expense.

WARRANTY: In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Anderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will run to Anderson County and its customers.

QUANTITIES: Quantities indicated in the Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the Proposal price.

AWARD: Anderson County reserves the right to award this contract on the basis of **BEST VALUE** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Auditor of his intent to appear. In determining **BEST VALUE** the following is taken into consideration: price, life cycle costs, quality, installation, delivery, training and past performance. Cash discounts are not considered in Proposal award.

CONTRACT AWARD: A response to this Request for Proposals is an offer to sell based upon the terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through issuance of a written Purchase Order or Contract by Anderson County Commissioners Court. This Proposal along with worksheets, submitted documents when properly accepted and awarded by Anderson County Commissioners' Court, shall constitute a contract equally binding between the successful Proposer and Anderson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

MULTIPLE PROPOSAL AWARD: At the discretion of the Commissioners' Court, Proposals may or may not be awarded to Multiple Vendors. Anderson County reserves the right to con-currently award this Proposal to the Second Lowest Proposer. The Second Lowest Proposer may provide services requested by Anderson County in the event that the Low Proposer experiences circumstances, which prevent the Low Proposer from providing the service requirement within the time frame, set forth by the County.

PROPOSER RESPONSIBILITY: The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

PROTESTS: A supplier who disagrees with an action taken by the Anderson County Auditor shall submit a written protest stating the basis for its position. The Anderson County Auditor may meet with the supplier and in any case shall provide a prompt written response to the supplier's protest. If the supplier requests further review of the action of the Anderson County Auditor, such review shall be promptly conducted by Counsel for Anderson County.

TIE PROPOSALS: Award will be made by drawing of lots. Consistent and continued tie Proposals could cause rejection of Proposals by Anderson County and/or investigation for antitrust violations.

ALTERNATE PROPOSALS: Proposers offering alternatives other than those permitted by the specifications or statement of work may submit a separate envelope clearly marked "Alternate Proposal". Alternative Proposals will be deemed non responsive and will not be considered for award. All such responses, however, will be examined prior to award. Such examination may result in cancellation of all Proposals received to permit rewriting the specifications or statement of work to include the alternative, or the alternative may be considered for future requirements of Anderson County.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Anderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Anderson County to enforce any provision at any time in accordance with its terms.

PURCHASE ORDER REQUIREMENT: Purchases of Anderson County are authorized only if a signed purchase order is issued in **advance** of the transaction, showing that the ordering department has sufficient funds available to pay for the order. Contractors providing goods or services **without a signed purchase order** do so at their own **risk**. Anderson County shall not be liable for payment for any goods or services provided under the contract unless a valid purchase order has been issued to the contractor.

SALES TAX: Anderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Anderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Anderson County Auditor.

ORAL STATEMENTS: Anderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Anderson County Auditor's Office.

INDEMNITY: Seller shall indemnify and hold Anderson County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly for contractor's

performance. Contractor shall procure and maintain, with respect to the subject matter of this Proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under the terms of this Proposal. Certification of such coverage must be provided to the County before beginning any work.

REMEDIES: If Seller breaches any term of a contract, Anderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Anderson County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing cost, and incidental, consequential or special damages incurred by Anderson County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Anderson County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Anderson County may treat such act as a breach hereof. Anderson County may assign or delegate all or any part of its right and duties hereunder.

CHANGE OF OWNERSHIP: If ownership of your firm should change during the term of the contract, Anderson County must be notified in writing within ten (10) days and a new declaration of relationships (Conflict of Interest form) submitted to Anderson County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CANCELLATION: Upon thirty (30) days written notice to Seller, Anderson County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful Proposer must state therein the reasons for such cancellation. Anderson County reserves the right to award cancelled contract to next lowest and best Proposer as it deems to be in the best interest of the County.

APPLICABLE LAWS: Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Anderson County. The goods may be returned or held for the account of seller, all at Seller's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Anderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the Anderson County Commissioners' Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Anderson County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this Request For Proposal will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the specifications of the invitation. Anderson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in the event of any conflict between the terms and provisions of the County's published RFP, or any portion thereof, and the terms and provisions of the response made by offeror, the County's RFP **as published** shall control. Furthermore, if an alteration of any kind to the County's published RFP is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SUSPENSION, DEBARMENT, AND TERRORISM: Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Governmental Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list as described in Executive order 13224.

Anderson County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Anderson County.

Any responses, worksheets and/or submitted documents to this RFP becomes the property of Anderson County unless withdrawn before the due date and time of this Proposal.

If there is a conflict between federal, state and local laws regarding procurement, the more stringent law will apply.

SPECIAL TERMS AND CONDITIONS

Award criteria:

Anderson County will award the Proposal for the items that will serve the County's best interest; therefore, the following criteria will be used when evaluating Proposals:

1. quality of product
2. adherence to specifications as stated in this Request for Proposal
3. contractor integrity, record of past performance and ability to perform successfully under the terms and conditions of the proposal
4. price

Contractors must, upon the request of Anderson County, furnish satisfactory evidence of their ability to furnish products or services, in accordance with the terms and conditions of these specifications.

INSURANCE REQUIREMENTS: The Seller shall provide Anderson County prior to the start of any contract for goods and/or services with a certificate of insurance and agrees to maintain at the Seller's expense such insurance with companies qualified to do business in Texas.

Types and Minimum limits of Insurance

- a. Worker's Compensation Insurance as required by the **STATE OF TEXAS - STATUTORY.**
- b. Employer's Liability Insurance with a limit of not less than **\$500,00.00**
- c. Comprehensive General Liability with limits of **\$1,000,000.00** per occurrence/aggregate, including product and completed operations coverage.
- d. Auto liability limits **\$1,000,000.00.**
- e. Deductible shall be **\$5,000** or less on each of the above listed coverage

Anderson County shall be named as an **Additional Insured** and held harmless as respects to the service or work performed.

PAYMENT: Seller shall send an original copy of invoices on date of shipment. Invoices must clearly indicate the **Purchase Order number**. Payment shall be made by Anderson County in thirty (30) days from the day the invoice was received in the County Auditor's Office or delivery date whichever is later. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Anderson County. Acceptance by Seller of final payment shall be deemed a release of Anderson County for all claims and liabilities of Anderson County to Seller. No payment, however, final or otherwise, shall operate to release Seller from any obligation arising under the Order.

COMPLETION DATE: Project must be completed by March 31, 2018.

FAILURE TO COMPLY WITH LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE CONTRACT.

SPECIAL REQUIREMENTS

Anderson County has been awarded funds from the Homeland Security Grant Program (HSGP) which requires specific reporting requirements. As such, interested contractors are advised that payment for this project will require awarded contractor to comply with the stipulations of the grant award regarding, Davis-Bacon, Copeland "Anti Kickback" Act, and related acts if applicable.

Projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must assist the County in the DHS/FEMA EHP review process.

Any communications equipment or technologies must comply with the interoperability standards established within the Texas Statewide Communications Interoperability Plan (TSCIP). All radios must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advance Encryption Standard (AES) encryption, IF encryption is being purchased.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

Retention and Accessibility of Records

- A. **Retention of Records.** The Awarded Vendor shall maintain fiscal records and supporting documentation for all expenditures. The Awarded Vendor shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this contract and provide Anderson County with copies of all records, weekly payroll, monthly progress report and supporting documentation for all expenditures if required.
- B. **Access to Records.** The Awarded Vendor shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, Anderson County Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Awarded Vendor pertaining to this Contract including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the Awarded Vendor.
- C. **Posters.** If required, awarded Vendor shall post Department of Labor's Davis-Bacon Posters, WH-1321, at all applicable worksites.
- D. **Payroll Forms.** If required, awarded Vendor shall submit Department of Labor Payroll Form, WH347, for all personnel involved in the project: including but not limited to foremen, employed and contract laborers, administrative persons, and supervisors.
- E. **Affidavit.** Awarded Vendor shall execute "Exhibit F – ARRA Sub recipient's Contractor's Affidavit.

Anderson County will provide all necessary forms required for the project.

Conflict of Interest

Financial Interest Prohibited. Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Proposer shall be removed from all Proposal lists. By signature, the Proposer certifies that the Proposer has not (i) given, offered to give, nor does it intend to give any

economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Request for Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Request for Proposals.

All questions regarding these requirements must be emailed to me at dwalding@co.anderson.tx.us and will be answered as quickly as possible through addendum to all interested parties.

SPECIFICATIONS

The county is seeking bids on a (2) Two position computer aided radio dispatch console. This will include the following:

2 Computers running Windows operating systems to run the control station radios.
IP Interfaces for the control station radios that will change radio channels when necessary.
Minimum 19inch color touch screen monitors.
Keyboard
Mouse
Push-to-talk foot switches
Gooseneck microphones
Instant recall recordings for all radio channels with quick easy access.
Fleetsync Push-to-talk ID Decoder
2 tone paging with alert.
Individual volume control per channel.
Audio accessory box for quick connection of existing headsets per position.
One (1) pair of high quality speaker per position with one speaker for selected channel and one speaker for unselected channels.
Consoles capable of cross muting while transmitting.
Control P25 digital radios for channel changing.
Provide control for a Nexedge digital trunking radio.
Be capable of cross patching multiple channels
Be capable of simocasting multiple channel
All items must be components that can be replaced/repared without having the whole dispatch system out of service.

RADIO REQUIREMENTS:

(3) Three new VHF 50 watt P25 digital control stations. **Must do Fleetsync**. (1) Fixed channel (2) Channel changing. These radios will need new VHF antennas, (2) Two directional and (1) One Omni, located and replaced on one of the 2 towers located at the Sheriff's Office. Existing coax needs to be tested and if found to be in good condition can be used. They are replacing (3) Three of the 800Mhz antennas.
(2) Two new Kenwood TK-5220K-LHKP

The above list is a minimum of what Anderson County is requesting in this radio dispatch console.

The below existing equipment is intended to be interfaced on the new radio dispatch consoles.

Kenwood radios
(6) Six TK 7180 VHF Analog, 3 not channel changing, 3 channel changing
(2) Two TK 980 800 Analog Group and channel changing.
(1) One NX-820 radio channel changing.
Necessary power supplies for existing radios.

The system shall be upgradable and expandable to more channels and more operating positions without replacement.

Must be able to perform software upgrades as needed.

PROPOSAL RESPONSE

Price must include furnishing all the equipment, labor, materials, shipping, installation, training, supervision and services required to complete the entire project. The total amount of grant funding for this project is \$61,336.74.

Response Time (Indicate response time to dispatch center at 1200 E. Lacy Street, Palestine TX 75801):

Are Emergency Service Calls answered 24 hours a day 7 days a week?

Are parts and supplies available to repair consoles within 24 hour?

Warranty: _____

PRICE must include furnishing all the equipment, labor, materials, shipping, installation, training, supervision and services required to complete the entire project. Price must include all items as this is a turnkey job.

Description	Quantity	Price per unit	Total Price
Two Position Computerized Dispatch Consoles	2		
P25 Digital 50W Base radio incorporated into the dispatch console system	3		
P25 Digital VHF Portable Radio	2		

TOTAL PROJECT PRICE: _____

WORKERS' COMPENSATION

AFFIDAVIT

STATE OF TEXAS
COUNTY OF ANDERSON

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BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I am a duly authorized officer of _____, and hereby certify that all "persons providing services on the project" will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions.

I furthermore certify that the company will provide, to Anderson County, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Anderson County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Anderson County.

By: _____ Title: _____

Signature: _____ Company: _____

Subscribed and sworn to before me, this _____ day of _____, _____ to certify which witness my hand and seal of office:

Notary Public – Signature

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Organization Name
House Bill 89 Verification

I, _____, the undersigned
representative of _____

_____ being an adult over the age of eighteen
(18) years of age, after being duly sworn by the undersigned notary, do hereby depose
and verify under oath that the company named-above, under the provisions of Subtitle F,
Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared
_____, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

ATTACHMENT: Vendor Certification Statement

The undersigned hereby certifies that the RFP has been read and understood. In submitting its response, _____ (*company name*) represents to Anderson County (hereafter County) that:

1. It is capable of providing the services as described in the RFP;
2. The pricing being offered by the Vendor for the services are true and correct;
3. Agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. As of the date of signature below, it is not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control;
5. Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
6. Under Section 2155.004 and 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this certification is not ineligible to receive a resulting contract and acknowledges that such contract may be terminated and payment withheld if this certification is inaccurate;
7. Has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
8. Under Section 2155.004(a), Texas Government Code, the Vendor has not received compensation for participation in the preparation of specifications for this solicitation; and
9. Neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

Signature of Officer or Agent empowered to contractually bind the Vendor

Print Name

Title / Position

Date

CONTRACT

STATE OF TEXAS

COUNTY OF ANDERSON

WHEREAS, The above attached bid package including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Anderson County Commissioners Court as the governing body of Anderson County did on _____, 20____ award to _____, Vendor, for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

WHEREAS, Texas law requires the Commissioners Court for all County purchases in excess of \$50,000.00 from the same supplier;

THEREFORE, know all men by these presents, that this contract is entered into by Anderson County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

WITNESSETH:

THAT IN ACCORDANCE with the above-attached bid package in ever particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials, and supplies services covered by any claims (1) conform to the attached specifications, (2) that the equipment, materials and supplies services were delivered in good condition, (3) that services contracted for by the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Anderson County, Texas.

Severability

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract and the Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been included in the contract.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or samples, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Contract.

Amendment

No amendment, modification or alteration of the terms of the Contract shall be binding unless same is in writing, dated subsequent to the date of this Contract and duly executed by authorized representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Palestine, Texas, effective as of the date awarded above, if any.

VENDOR

ANDERSON COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this Contract is not valid unless awarded in Commissioners Court.****