

FILED FOR RECORD
IN MY OFFICE
AT 3:10 O'CLOCK P. M.

JUN 12 2003

MEETING OF COMMISSIONERS' COURT
OF PANOLA COUNTY

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Clara Jones DEPUTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 16TH DAY OF JUNE, 2003, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

OPEN MEETING:

1. To open sealed bids for telephone system and equipment upgrade for Panola County owned buildings. Bids may be awarded at a future meeting of the Court.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 12TH DAY OF JUNE, 2003 AT 3:10 O'CLOCK P.M.

Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones, Deputy

I, MICKEY DORMAN, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 12TH DAY OF JUNE, 2003 AT 3:10 O'CLOCK P.M.

Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones, Deputy

JUL 14 2003

The State of Texas
County of Panola

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Mickey Dorman DEPUTY

On this the 16th day of June A.D. 2003, the Commissioners' Court of Panola County, Texas met in a Special Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L. Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct No. 1
Douglas M. Cotton	Commissioner, Precinct No. 2
Hermon E. Reed, Jr.	Commissioner, Precinct No. 3
Dale LaGrone	Commissioner, Precinct No. 4

with none absent, constituting a quorum of the Court. Also attending were Lori Shrell, Deputy County Clerk and Lee Ann Jones, Administrative Assistant to the County Judge. Attached to and made a part of these Minutes is a list of other attendees and the office or organization that each represents. The following proceedings were held at this meeting:

OPEN MEETING:

- 1. Sealed bids were opened from Global Telesolutions and from Ark-La-Tex Communications, Inc. for a telephone system and equipment upgrade for buildings owned by Panola County.

The meeting was recessed at 9:16 o'clock a.m. for evaluation of the bids.

RECESS

The Court reconvened at 1:30 o'clock p.m. with all members present as well as Lori Shrell, Deputy County Clerk, and Lee Ann Jones, Administrative Assistant to the County Judge.

Judge Anderson moved and Commissioner Ronnie LaGrone seconded the motion to award the bid to Global Telecommunications for their bid in the amount of \$49,486.40. This is the same company which already is on site doing work in the Judicial Center building. The motion passed unanimously. SEE COPY OF BIDS ATTACHED.

The meeting was then adjourned.

Dated this the 16th day of June, 2003.

David L. Anderson
David L. Anderson, County Judge, Panola County, Texas

ATTEST:

Mickey Dorman
Mickey Dorman, County Clerk, Panola County, Texas



16 June 2003 9:00am

WAYNE SPENCE

Michael Lisenby Global Telesolution
Scott Sullins SBC Communications

16 June 2003 1:30 pm

Michael Lisenby Global Telesolution

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, JUNE 16, 2003

MARK ENVELOPES

"TELEPHONE SYSTEM/EQUIPMENT UPGRADE"

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Invitation to Bid and specifications should be directed to County Judge David Anderson at (903) 693-0391.

Michael Lisenby

Signature

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas, sealed bids will be received for:

TELEPHONE SYSTEM/EQUIPMENT UPGRADE

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all bids to any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

Not later than 9:00 a.m., Monday, June 16, 2003

Mark Envelopes:

"TELEPHONE SYSTEM/EQUIPMENT UPGRADE"

BIDS RECEIVED AFTER OPENING DATE AND TIME WILL NOT BE CONSIDERED


Signature

**INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT**

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2003.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales tax.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of Panola County.

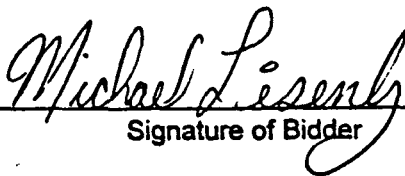
CONTRACT: This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fees or charges will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.


Signature of Bidder

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

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

DESCRIPTIONS: Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

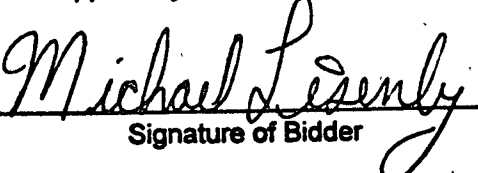
DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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.

Panola County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.


Signature of Bidder

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.

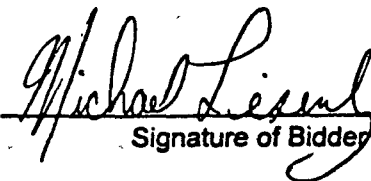
TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any or all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;



Signature of Bidder

2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

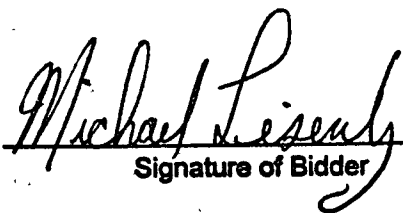
PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATION: Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder; (b) Panola County purchase order number; and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, Article 601f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.


Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

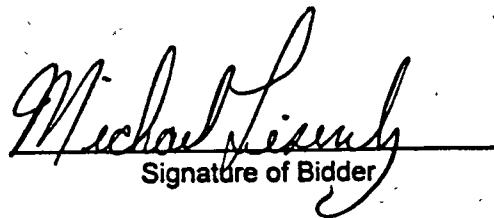
VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to County Judge David Anderson at (903) 693-0391.


Signature of Bidder

**SPECIFICATIONS FOR
TELEPHONE SYSTEM/EQUIPMENT UPGRADE****GENERAL:**

This bid is for the upgrade (which includes any new installation) of the present phone system in all buildings and/or offices owned by Panola County. The bid price should include all equipment, parts, labor, etc. required to successfully upgrade the present telephone system and the efficient transition from the present system to the upgraded system. The bid should also include a trade-in value for the old telephone sets which bidder will remove and dispose of as job is turned.

The term of this contract is from June 16, 2003 through _____.

SYSTEM CONFIGURATION FOR UPGRADE

6	32 button display telephone sets
33	8 button display telephone sets
49	8 button non-display telephone sets
19	2 button non-display telephone sets
16	SC Ports
1	COI
1	PRI Circuit
16	Single Line Ports
115	Digital Ports
4	Port Voice Mail

All locations are to be tied into one (1) switch.

AWARD OF CONTRACT:

The bid will be awarded to the lowest and best bidder based on the total price.

Questions concerning this bid should be directed to County Judge David Anderson at 903-693-0391.

BID FORM AND CONTRACT

TELEPHONE SYSTEM/EQUIPMENT UPGRADE

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2003, the following services and equipment:

SYSTEM CONFIGURATION FOR UPGRADE

- 6 32 button display telephone sets
- 33 8 button display telephone sets
- 49 8 button non-display telephone sets
- 19 2 button non-display telephone sets
- 16 SC Ports
- 1 COI
- 1 PRI Circuit
- 16 Single Line Ports
- 115 Digital Ports
- 4 Port Voice Mail

SUBTOTAL - \$ 61,350.⁰⁰/₁₀₀

Less Trade-In -11,863.⁶⁹/₁₀₀

TOTAL - \$ 49,486.⁴⁰/₁₀₀

Exceptions To Specifications: Plus a 2 year WARRANTY

Michael Lisenby
SIGNATURE

Global Telesolutions
COMPANY NAME

210A Timberland
ADDRESS

Lufkin Tx 75901
CITY STATE ZIP

(936) 699-2711
TELEPHONE NUMBER

5/28/2003
DATE

ACCEPTED:

David H. Anderson
COUNTY JUDGE

6-16-03
DATE



GLOBAL
TELESOLUTIONS
CONNECTING YOUR BUSINESS TO THE WORLD

Panola County Communications Upgrade

Global Telesolutions will provide a communications system to interface with the new Southwestern Bell circuits. By installing the new SWB circuits Panola County will save enough money to pay for the new communications system in 5 years and save \$1176.84 per year. After the 5 year term Panola County will realize the entire \$13,273.32 per year savings.

Southwestern Bell will be installing a PRI circuit. A PRI circuit has the ability to do 23 inbound and outbound calls. SWB will provide Direct Inward Dial numbers to allow each department to keep their number and each individual to have a private number. With the DID capability Global Telesolutions will be able to eliminate ten analog fax lines and route the call through the PRI.

The communications system to be installed is a NEC NEAX 2000 IPS (Internet Protocol Server). It is a state of the art communications system that interfaces with legacy products (analog dial tone and telephones) but has technology to be a voice server. A voice server allows for integration with digital circuits such as the PRI and has the ability to do Voice over Internet Protocol (VoIP). All users in the county's existing building and new building will have new telephone sets installed. With one communications system every user will be able to call within the buildings without using an outside line. This ability allows the county to not utilize a large amount of centrex lines for internal communication.

This solution will not only save the county a significant amount of money, but provide improved service. Global Telesolutions would like to thank Panola County for the opportunity to earn their business.

Thank you,

A handwritten signature in cursive script that reads "Michael Lisenby".

Michael Lisenby
Regional Vice President



GLOBAL
TELESOLUTIONS
CONNECTING YOUR BUSINESS TO THE WORLD

Platinum Maintenance Program

Benefits:

- 20% discount off all MAC (moves, adds, changes)
- 20% discount off additional equipment
- If current provider went out of business, we will work with you on current maintenance contract
- We will Match & BEAT any maintenance contract you are currently on by a MINIMUM of 10%.
- You decide the payment option: Monthly, Quarterly or Yearly
- Emergency/Disaster recovery procedures
- Free software Upgrade (for Elite systems only)
- Dispatch of qualified personnel within three (3) hours of call-in for down systems
- Provide 24 hour a day, seven day a week, for major service interruption
- On-line/Electronic Updates and New Product Information

For more information or pricing, please call us at
(936) 699-2711

Let us show you that "CUSTOMER SERVICE" is not a term of the past!

**PANOLA COUNTY
PROPOSED SYSTEM
SAVINGS OVER 36 MONTH TERM**

	CURRENT PRICING	PROPOSED PRICING	SAVINGS
CENTREX SMARTTRUNKS	\$1,505.17	\$951.39	\$553.78
BUSINESS LINES	\$1,590.26	\$1,187.58	\$402.68
LONG DISTANCE	\$460.98	\$286.54	\$174.44
		TOTAL SAVINGS PER MONTH	\$1,130.90

**TOTAL SAVINGS
60 MONTH TERM
\$67,854.00**

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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MARK ENVELOPES

"TELEPHONE SYSTEM/EQUIPMENT UPGRADE"

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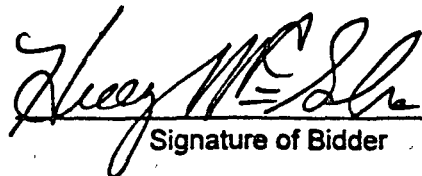
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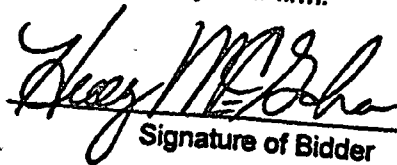
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REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.


Signature of Bidder

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.


TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any or all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;



Signature of Bidder

2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.


PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATION: Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County purchase order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, Article 601f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.


Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to County Judge David Anderson at (903) 693-0391.


Signature of Bidder

**SPECIFICATIONS FOR
TELEPHONE SYSTEM/EQUIPMENT UPGRADE**

GENERAL:

This bid is for the upgrade (which includes any new installation) of the present phone system in all buildings and/or offices owned by Panola County. The bid price should include all equipment, parts, labor, etc. required to successfully upgrade the present telephone system and the efficient transition from the present system to the upgraded system. The bid should also include a trade-in value for the old telephone sets which bidder will remove and dispose of as job is turned.

The term of this contract is from June 16, 2003 through August 16 2004.

SYSTEM CONFIGURATION FOR UPGRADE

6	32 button display telephone sets
33	8 button display telephone sets
49	8 button non-display telephone sets
19	2 button non-display telephone sets
16	SC Ports
1	COI
1	PRI Circuit
16	Single Line Ports
115	Digital Ports
4	Port Voice Mail

All locations are to be tied into one (1) switch.

AWARD OF CONTRACT:

The bid will be awarded to the lowest and best bidder based on the total price.

Questions concerning this bid should be directed to County Judge David Anderson at 903-693-0391.

BID FORM AND CONTRACT

TELEPHONE SYSTEM/EQUIPMENT UPGRADE

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2003, the following services and equipment:

SYSTEM CONFIGURATION FOR UPGRADE

- 6 32 button display telephone sets
- 33 8 button display telephone sets
- 49 8 button non-display telephone sets
- 19 2 button non-display telephone sets
- 16 SC Ports
- 1 COI
- 1 PRI Circuit
- 16 Single Line Ports
- 115 Digital Ports
- 4 Port Voice Mail

SUBTOTAL - \$ 47,052.00

Less Trade-In

TOTAL - \$ 47,052.00

Exceptions To Specifications: Please see Attachment

Deey McJana
SIGNATURE

417 Watts Road
ADDRESS

318-686-2242
TELEPHONE NUMBER

ARK-LA-Tex Comm., Inc
COMPANY NAME

Shreveport LA. 71106
CITY STATE ZIP

6-13-03
DATE

ACCEPTED:

COUNTY JUDGE

DATE

ARK-LA-TEX



COMMUNICATIONS, INC.

417 Watts Road
Shreveport, LA 71106
(318) 686-2242 * Fax (318) 686-2271
State of Louisiana Contractor License #27815

TO: Commissioners' Court of Panola County, Texas
RE: New Telephone System
DATE: June 13, 2003

Dear Sirs:

Here is a breakdown of the Avaya Merlin Magix System we are proposing. Our system configuration is for 16 single line ports and 120 digital ports, 1 PRI card and 16 central office copper analog trunks.

Your requested configuration specified 16 SC ports. We can not find the meaning to this terminology. We feel our system has all the capabilities you need.

We also noticed you do not have an existing PRI now. Has this circuit been ordered and/or designed yet? Who will coordinate the trunking cutover from copper analog trunks to the PRI?

We also noticed the addition to your existing building along with new telephone cabling. Our installation cost reflects reusing existing cabling. We would have no problems attaching to this cabling once it has been terminated, tested and accepted by you as good plant.

Should you have any questions, we will be glad to meet with you and discuss them.

Huey McGaha

Attachment - Bid price breakdown

To: Commissioner's Court of Panola County
 Re: New Magix System With T-1 Capabilities

1	Magix Processor Kit	\$675.00	\$675.00
1	Magix CU Carrier Kit	\$120.00	\$120.00
1	Magix Expansion Cabinet	\$700.00	\$700.00
1	Magix CD ROM Documentation	\$54.00	\$54.00
2	800 GS/LS ID Cards	\$880.00	\$1,760.00
5	024 TDL 24 Pt Cards	\$1,825.00	\$9,125.00
1	016 Analog Cards	\$1,175.00	\$1,175.00
1	100 DCD T-1 Card	\$1,825.00	\$1,825.00
1	4424 LD Set	\$370.00	\$370.00
1	4450 Console	\$188.00	\$188.00
5	4412 D Sets	\$215.00	\$1,075.00
101	4406D Sets	\$160.00	\$16,160.00
1	Merlin Messaging R2.5 Module	\$1,990.00	\$1,990.00
1	Messaging 4 Port License and Backup	\$1,970.00	\$1,970.00
1	CO4 Line Protector	\$45.00	\$45.00
1	Ac Protector	\$55.00	\$55.00
1	T-1 Protector	\$135.00	\$135.00
			\$37,422.00
	Installation, Training, and Programming utilizing existing cabling.		\$9,630.00
			<u>\$47,052.00</u>

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ 2003

MICKEY DORMAN, COUNTY CLERK, P. C. T.

Mickey Dorman