

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:

**1:30PM, TUESDAY, APRIL 2, 2019**

MARK ENVELOPE

**"BID, JAIL SECURITY SYSTEM 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 John DePresca, Chief Deputy, or Lt. Tina McMullen, Jail Administrator, at (903) 693-0333.

  
SIGNATURE OF BIDDER

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**JAIL SECURITY SYSTEM UPGRADE**

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for 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 1:30pm, TUESDAY, APRIL 2, 2019

MARK ENVELOPES:

**"JAIL SECURITY SYSTEM UPGRADE"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE**  
**BEFORE OPENING DATE AND TIME**

  
SIGNATURE OF BIDDER

## **BID, JAIL SECURITY SYSTEM UPGRADE**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR a **Jail Security System Upgrade** FOR USE BY PANOLA COUNTY SHERIFF'S OFFICE. THE INSTALLATION SHOULD MEET THE FOLLOWING SPECIFICATIONS:

1. The successful vendor shall upgrade and replace existing security controls and equipment. Panola County Detention Center staff shall be trained on the proper use and basic troubleshooting of the equipment. Upon completion of the installation the successful vendor shall fully test the system to assure optimum functionality and performance is achieved. The Panola County Detention Center shall remain open and operational while the work is being conducted.
2. The Panola County Commissioners' Court will take into consideration the bidder's skills, facilities, capacity, experience, support capabilities, previous work records, and time for completion.
3. The successful vendor shall supply no less than five references of past work projects similar to the scope of this project. (attach additional sheet if necessary):
  - a) Gregg County, Sheriff Maxey Cerliano (903) 236-8406
  - b) Cherokee County, Lt. Robin Parsons (903) 683-2274
  - c) City of Grand Prairie, Kristin Swanson, Detention Manager (972) 237-8960
  - d) Smith County Juvenile Center, Chet Thomas, Deputy Director (903) 533-2316
  - e) Dallas County, Gregg Gray, Director of Facilities Managment (214) 653-2970

Additional Client List supplied- Tab 9
4. Number of years bidder has been performing work similar to the scope of this project: 19 Years
5. The project shall be installed and operational no more than sixty (60) days after the bid is accepted and awarded.
6. Training shall be provided on-site and at least one user manual will remain at the Panola County Detention Center for use by County personnel.
7. Specifications- The system shall control the following:

112 Doors  
135 Intercoms  
112 Existing cameras  
64 Lights or TV's  
Move 4 cameras outside of holding area to inside of holding area  
Replace dome cameras with corner mount cameras  
Replace arraignment camera with wide angled camera  
Additional camera in dry storage area  
24 additional cameras for A, B and C Pods (8 per pod)  
9 microphones for safety vests  
2 camera viewers w/ LCD screens

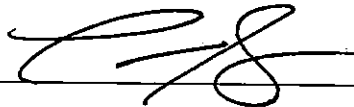
Equipment listed above shall be controlled by:

1 security control computer  
1 LCD view screen  
1 amplifier  
10 DVR/NVR/camera servers  
1 master control speaker  
1 camera monitor  
2 UPS or battery backup/surge protectors  
Suitable spare inventory including control I/O boards, intercom, power supply and a computer with all software needed to control the system

Price shall include design engineering, programming, labor for installation, testing, training, control cabinets/panels and a lifetime warranty. Warranty service calls shall be initiated no more than 8 hours after notification of system trouble.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO JOHN DEPRESCA, CHIEF DEPUTY, OR LT. TINA MCMULLEN, JAIL ADMINISTRATOR, AT 903-693-0333.

SIGNATURE OF BIDDER



BID FORM AND CONTRACT

**BID, JAIL SECURITY SYSTEM UPGRADE**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR  
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS  
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 advertisement, instructions to bidders, specifications, and condition of payment: It is understood that the Court reserves the right to accept or reject and and/or all bids.

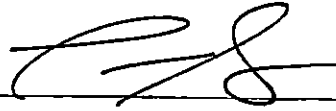
**TOTAL PRICE**

\$ 2 2 3 , 2 7 4 . 6 3

Exceptions to specifications:

1. Sydaptic will be able to complete the project within 60 days after receipt of down payment.  
Not 60 days after the bid is awarded.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_

SIGNATURE OF BIDDER



SIGNATURE

217 Schroeder Dr.  
ADDRESS

(254) 776-7994  
TELEPHONE NUMBER

ACCEPTED:

COUNTY JUDGE

Sydaptic, Inc.

COMPANY NAME

Waco TX 76710  
CITY STATE ZIP

April 2, 2019  
DATE

DATE

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 **APRIL 2, 2019 thru December 31, 2019.**

**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 the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal 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 taxes.

**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 the 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, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**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.

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

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 exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacture 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. 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 references where like services/products have been supplied by their firm.

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

  
SIGNATURE OF BIDDER



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 with 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 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 of all of the following rights:

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

  
SIGNATURE OF BIDDER

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 that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice 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 ADMINISTRATOR: Under this contract, 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 the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

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.

  
SIGNATURE OF BIDDER

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 SPECIFICATION: 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 **John DePresca, Chief Deputy, Panola County Sheriff's Office at (903)693-0333.**

  
\_\_\_\_\_  
SIGNATURE OF BIDDER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 7528 Bosque Blvd Waco TX 76712	<b>CONTACT NAME:</b> Shea Diaz	<b>FAX</b> [A/C, No]: 254-751-1715	
	<b>PHONE</b> [A/C, No, Ext]: 254-870-2994	<b>E-MAIL</b> Address: sdiaz@higginbotham.net	
<b>INSURED</b> Sydaptic, Inc. P. O. Box 8883 Waco TX 76714-8883	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Rockhill Insurance Company		28053
	<b>INSURER B:</b> Texas Mutual Insurance Company		22945
	<b>INSURER C:</b> Admiral Insurance Company		24856
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 634490897**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RCGLPG0321801	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001268839	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			EO00003343102	5/1/2017	5/1/2018	Each Claim 1,000,000 Aggregate 1,000,000 Deductible-Each Claim 5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Not to be altered.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only  
P. O. Box 8883  
Waco TX 76714-8883

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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