

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR EMERGENCY DISPATCH PROTOCOL SYSTEM
 PURSUANT TO RFP 16-077**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Association of Public Safety Communication Officials International (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide and install an Emergency Dispatch Protocol System at the County Sheriff's Office (hereinafter "Services") pursuant to RFP 16-077; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

A. Emergency Dispatch Protocol System

1. Contractor shall provide the delivery and installation of an Emergency Dispatch Protocol System that meets or exceeds the minimum specifications of "RFP 16-077," attached in Exhibit A and complies with Contractor's Proposal attached as "APCO International Response," Exhibit B to this Agreement.
2. Contractor shall ensure that Emergency Dispatch Protocol System is fully operational on or before September 30, 2016.

B. Technical Service

1. Contractor shall provide technical service for the Emergency Dispatch Protocol System that meets or exceeds the minimum specifications of "RFP 16-077," attached in Exhibit A and complies with Contractor's Proposal attached as "APCO International Response," Exhibit B to this Agreement.

2. Software maintenance services shall be provided for one year beginning on the date the software is first used for the Emergency Dispatch Protocol System. Software maintenance service thereafter may be renewed by mutual Agreement by the Parties but is not effective unless executed in writing by both Parties. This service does not automatically renew.
- C. This Agreement is effective upon execution of both Parties and shall terminate when all Services described in this Section have been performed.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the reasonable (MTR agreed) opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in Section One. The Maximum Compensation for the performance of Services within the Scope of Services described in Section One shall not exceed \$87,472.07. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$87,472.07 specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$87,472.07.

Section 5. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten

(10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or County determines that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the Parties may treat the termination as a termination for convenience as described in Section 7A.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
 - D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 8. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. Except for as may be exempted under the Texas Public Information Act, County will permit the Contractor to inspect and examine the applicable books and records of County for the purpose of verifying that County is utilizing the Services pursuant to the contracted terms of use and in compliance with Contractor's implementation guide and any amendments thereto. Both County's and Contractor's rights to inspect survives the termination of this Agreement for a period of four years.

Section 9. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance

coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insureds (MTR agreed) to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 10. Indemnity and Limitation of Damages

- A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND COUNTY SHALL EACH INDEMNIFY AND DEFEND THE OTHER PARTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE INDEMNIFYING PARTY THAT RESULT FROM THE NEGLIGENCE OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS, SERVANTS OR EMPLOYEES.
- B. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY AGAINST WHICH A CLAIM IS MADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE NOTWITHSTANDING, EACH PARTY'S LIABILITY TO THE OTHER SHALL BE LIMITED TO THE MAXIMUM COMPENSATION AMOUNT STATED IN SECTION THREE OF THIS AGREEMENT. THE LIABILITY LIMITATION STATED IN THE PRECEDING SENTENCE WILL NOT APPLY WITH REGARD TO CLAIMS THAT ARE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR ANY DAMAGES COVERED BY THE REQUIRED INSURANCE SPECIFIED IN SECTION 9 OF THIS AGREEMENT, CONTRACTOR WILL FILE CLAIMS FOR THE BENEFIT OF THE COUNTY AND PAY TO THE COUNTY ALL PROCEEDS RECEIVED FOR SUCH CLAIMS.

Section 11. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market,

transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 13. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: Sheriff
1410 Williams Way Blvd.
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Association of Public Safety Communication
Officials International
Attn: Director
351 N. Williamson Blvd.
Daytona Beach FL 32114

C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 14. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 15. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits A and B.
- C. To the extent permitted by applicable law, Contractor expressly disclaims all warranties not contained herein. (MTR agreed)

Section 16. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
- B. Neither party may delegate any performance under this Agreement.

- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 17. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 18. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 19. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 21. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 22. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 23. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A:

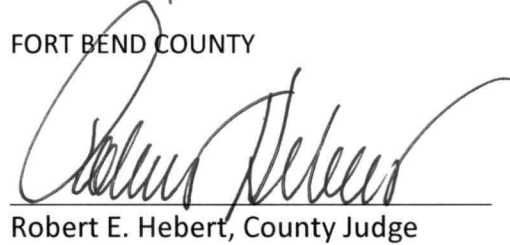
"RFP 16-077," and Exhibit B: "APCO International Response," both of which are incorporated by reference as if set forth herein verbatim for all purposes.

Section 24. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: *first* this document titled AGREEMENT FOR EMERGENCY DISPATCH PROTOCOL SYSTEM pursuant to RFP 16-077; *second* Exhibit A: "RFP 16-077," and *last* Exhibit B: "APCO International Response."

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 26th day of July, 2016.

FORT BEND COUNTY



Robert E. Hebert, County Judge

ASSOCIATION OF PUBLIC SAFETY
COMMUNICATION OFFICIALS INTERNATIONAL



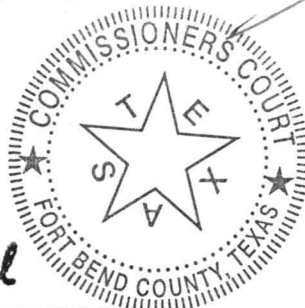
Authorized Agent- Signature

Derek K. Pearch
Authorized Agent- Printed Name

ATTEST:



Laura Richard, County Clerk



CEO
Title

July 8, 2016
Date

APPROVED:




Troy E. Nehls

Fort Bend County Sheriff

AUDITOR'S CERTIFICATE

87,472.07 *rel*

I hereby certify that funds are available in the amount of \$ ~~87,425~~ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

Attachments:

Exhibit A: RFP 16-077

Exhibit B: APCO International Response

I:\AGREEMENTS\2016 AGREEMENTS\PURCHASING\RFP 16-077 EMERGENCY DISP PROT SYS\RFP 16-077 SERVICE AGREEMENT.DOCX
MTR

Exhibit A:
RFP 16-077

Fort Bend County Specification Download Acknowledgment



Request for Proposals Emergency Dispatch Protocol System for Sheriff's Office for Fort Bend County RFP 16-077

RESPONDENTS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Respondent Responsibilities:

- Respondents are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Respondents will submit responses in accordance with requirements stated on cover of document.
- Respondents may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

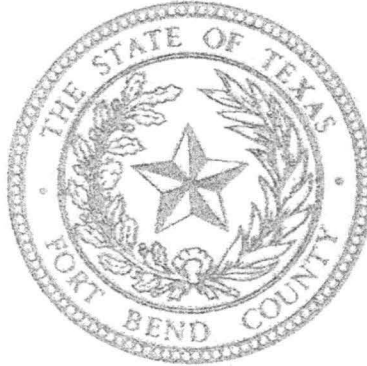
Facsimile Number

Email Address

Signature

Date

*Fort Bend County, Texas
Request for Proposals*



*Emergency Dispatch Protocol System for Sheriff's Office
for Fort Bend County
RFP 16-077*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

April 28, 2016
1:30 PM (Central)

MARK ENVELOPE:

RFP 16-077
Dispatch System

*ALL RFPS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
NAMES OF ALL RFPS RECEIVED WILL THEN BE READ.
RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.*

Results will not be given by phone.
Results will be provided after final agreement
approved by Commissioners Court

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this RFP. Requests for
information must be in writing and directed
to:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendCountytx.gov

Respondent Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 INTRODUCTION:

- 1.1 Fort Bend County, Texas (hereafter referred to as the "County") seeks Competitive Proposals ("Proposals or RFP") from all interested firms ("Respondents") to provide and install Emergency Dispatch Protocol System at the Sheriff's Department located in Richmond.
- 1.2 For the purposes of this RFP, an Emergency Dispatch Protocol System is defined as a system that meets the Department of Transportation, National Highway Traffic Safety Administration (NHTSA): National Standard Curriculum: Emergency Medical Dispatch standard and includes protocols for emergency medical dispatcher (EMD), emergency fire dispatch (EFD) and emergency police dispatch (EPD) response to calls, including structured caller questioning for patient condition, incident facts, scene safety, pre-arrival instructions, post-dispatch instructions, selection of appropriate field resources to dispatch and a quality assurance program that measures compliance with the protocol.

2.0 PRE-RFP CONFERENCE:

There is no Pre-RFP conference for this project.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Debbie.Kaminski@fortbendcountytexas.gov

4.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 4.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of one-hundred twenty (120) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 4.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 4.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 4.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

5.0 PROPOSAL SUBMISSION:

- 5.1 Questions concerning this RFP must be submitted in writing to:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, Debbie.Kaminski@fortbendcountytexas.gov. Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Thursday, April 21, 2016 at 10:00AM. (CT)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 5.2 When submitting a proposal in response to this request the following are required:

5.2.1 **One (1) original, six (6) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive will result in disqualification.**

5.2.2 Provide a title page showing the RFP subject, name of Respondent, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.

5.2.3 Provide all required elements as stated.

5.3 Proprietary Information:

If a proposal includes any proprietary content or information that the Respondent does not want disclosed to the public, such content or information must be clearly identified on every page on which it is found. Content or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

5.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to Respondent.

5.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

5.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

5.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the Respondents will be made public at time of opening. All proposals that have been submitted shall be

open for public inspection only after final contract award, subject to the requirements of the Texas Public Information Act.

5.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals.

5.9 Exceptions to the RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read Fort Bend County.

6.2.2 Identification number use: RFP 16-077

6.2.3 Description is: Emergency Dispatch Protocol System for Sheriff's Office

6.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next highest evaluated vendor will be contacted

7.0 INSURANCE (FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION):

- 7.1 All Respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, Respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 7.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the contractor and its employees as insured:
 - 7.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 7.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - 7.2.5 Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective

date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

- 7.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 7.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 7.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the contractor.

8.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify

Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 8.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

9.0 SCOPE OF WORK:

- 9.1 The EMD (Emergency Medical Dispatch), EFD (Emergency Fire Dispatch) and EPD (Emergency Police Dispatch) systems should provide, but not be limited to, the following:
 - 9.1.1 When the call for service is received, a new call record shall be automatically created.
 - 9.1.2 If the new call for service is being received via 911, the system shall allow the transfer of the ANI and ALI information from the 911 controller/telephone system/CAD.
 - 9.1.3 If the new event is occurring at the ALI-reported location, the call taker shall not be required to re-enter the location data.
 - 9.1.4 Once event information has been processed, chief complaint or incident description determination is made; the system shall provide a series of protocols and pre-arrival instructions specific to the chief complaint selected.
 - 9.1.5 The protocol database must include standardized protocols and pre-arrival instructions in a combined format for police, fire and emergency medical dispatch.
 - 9.1.6 After the appropriate response determination and priority has been established, the new event shall be simultaneously created in the CAD system and routed to the correct dispatch position(s).
 - 9.1.7 Call takers will be permitted to add additional information to a Call for

Service record subsequent to dispatch, with audit trail, in addition to the following:

- 9.1.7.1 Ability to update call priority while it is in the queue.
- 9.1.7.2 Visible alert to dispatcher to view priority.
- 9.1.7.3 Capability to edit/update/append to pending events.
- 9.1.8 The system shall have the ability to create multi-service events and have the ability to create an event for each required service in CAD and route the event to the appropriate dispatch positions.
- 9.1.9 Provide a means of initiating an event and closing it without routing it to a dispatcher.
- 9.1.10 Support a form for entering person and vehicle descriptions.
- 9.1.11 Provide a means of identifying potential duplicate calls for service.
- 9.1.12 Automatically set administrator defined response priorities for each event.
- 9.1.13 Have the ability to modify event priority based on reported scene conditions.
- 9.1.14 Support user-defined protocols and pre-arrival instructions.
- 9.1.15 Capture and time stamp all event related call taking activities.
- 9.1.16 Provide a full audit trail of all call taking functions.
- 9.1.17 Scripted key questions for each separate chief complaint. Key questions are specific to patient's chief complaint.
- 9.1.18 Scripted pre-arrival instructions, using logic that emphasizes key actions and decision pathways.
- 9.1.19 Enable reference to local operating procedures via answers to weighted questions.
- 9.1.20 Allow the customization of fire and police call handling protocols by the PSAP to reflect local agency environment.
- 9.1.21 Provide a mechanism for real-time monitoring of call taker workstations.
- 9.1.22 Provide a means for sending alert messages from supervisors to call takers.
- 9.1.23 Create supervisor alerts based upon pre-defined conditions for exceeding

time stamped milestones.

9.1.24 Provide a means to update and modify existing protocols and pre-arrival instructions.

9.1.25 Provide a template for creating and customizing protocols and pre-arrival instructions.

9.1.26 Provide a testing function to verify protocol accuracy.

9.1.27 Provide a training function to avoid the creation of “false” calls.

9.2 The EMD/EFD/EPD systems shall include a two-way CAD interface that interacts with and exchanges information with the County’s CAD system. Desired features include, but are not limited to, starting a new call for service, updating call information, importation of the CAD ID of the Call Taker and the CAD Incident Number and routing to the appropriate dispatch position.

9.2.1 Currently the County uses TriTech (Tiburon CommandCAD v2.9.1). All respondents must define how their proposal integrates specifically to our current system.

9.3 The system shall include a Quality Assurance case review software program capable of providing case histories of each incident and comparative histories providing individual dispatcher case statistics. The system must also be capable of providing reports that reflect any period of time or data field requested such as current week, month or year-to-date statistics.

9.4 The system shall provide for a manual protocol guide card set to mirror the automated dispatch protocols to be used as a back-up system. These cards must include scripted caller interrogation questions, various medical/trauma/time-life critical chief medical complaint protocols, ALS/BLS responses to correctly classify and prioritize medical calls for service and provide for scripted medically approved pre-arrival instructions to include CPR (must be AHA 2010 Guideline compliant with regards to compression only CPR).

9.5 The system must be capable of being customized locally consistent with the advice of a local medical director.

9.6 Respondents shall have the ability to provide training, initial certification and recertification/continuing education.

9.7 Software training, technical support, consultation service and warranty service shall be provided.

- 9.8 Respondent must provide 24 hour/7day technical support service.
- 9.9 Software support and maintenance covering the first year of use after system acceptance shall be included in the base price. Respondent shall also provide software support and maintenance prices for years 2-5 as separate pricing.
- 9.10 The system should meet or exceed all national criteria set by the US Department of Transportation, National Highway Traffic Safety Administration (NHTSA): National Standard Curriculum: Emergency Medical Dispatch Standard, American Heart Association (AHA) Cardio Pulmonary Resuscitation (CPR) Standards and Curriculum, ASTM 1258 Standard Practice for Emergency Medical Dispatch, ASTM 1552 Standard Practice for Training Instructor Qualifications and Certification Eligibility of Emergency Medical Dispatchers, and ASTM 1560 Standard Practices for Emergency Medical Dispatch. The respondent shall supply a list of all Police, Fire and EMS criteria their solution addresses. Respondent must provide updates to the system to reflect any changes in standards.
- 9.11 It is desirable that the system integrates a solution to provide the emergency response guidebook for first responders during the initial phase of a dangerous goods/hazardous materials transportation incident.
- 9.12 The respondent must describe any and all cost associated with protocol software and manual card changes/upgrades.
- 9.13 The respondent must describe the system and hardware requirements necessary to operate the software package.
- 9.14 The respondent must include a description of the training program of the dispatch protocols to include train-the-trainer and instructor training.

10.0 TENTATIVE SCHEDULE OF EVENTS:

Release of RFP:	April 6, 2016
Deadline for Questions:	April 21, 2016 @ 10AM
Submission Due Date:	April 28, 2016 @ 1:30PM
Evaluation of Submissions:	Week of May 2 nd
Commissioners Court Permission to Negotiate:	May 10, 2016
Negotiations:	Beginning May 11, 2016
Final Contract Approval Commissioners Court:	June 7, 2016

11.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's

capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

11.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Cost
3	Firm Experience
4	Required forms

11.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

11.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

11.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 35%)

- Understanding Scope of Work: Respondent must demonstrate a clear understanding of the requirements as stated.
- Provide detailed explanation of how the services will be accomplished.
- Provide detailed schedule.

Tab 2

Cost (weight factor = 30%)

- Provide detailed pricing to accomplish required services.
- Provide detailed pricing of Train the Trainer EMD Program, Fire Program and Law Enforcement Program.

Tab 3

Firm Experience (weight factor = 25%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar services. List at least one (1) instance of successful deployment of the product that interfaced with Tritech (Tiburon). Provide the name and location of each client, contact name with phone number and email address, service provide, and date of deployment.

Tab 4

Required forms and overall completeness of submission (weight factor = 10%)

- Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form
- Completed Contractor Acknowledgement of Stormwater Management Program form

12.0 EVALUATION PROCESS:

- 12.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 12.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview.
- 12.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the

purpose of bringing one firm's proposal up to that of a competitor's proposal.

- 12.4 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 12.5 All proposals submitted are to be valid for a period of one-hundred twenty (120) days.
- 12.6 Site visits may be required. Respondents may be required to facilitate such visits; however County will be responsible for all travel costs associated with any and all site visits.

13.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the Respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

14.0 ADDITIONAL REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

- 14.1 Vendor Form
- 14.2 W9 Form
- 14.3 Tax Form/Debt/Residence Certification
- 14.4 Contractor Acknowledgement of Stormwater Management Program



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/> MBE-Minority Business Enterprise </div> <div> Certification # _____ Certification # _____ Certification # _____ Certification # _____ Certification # _____ </div> </div>	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

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:

- ☐ Individual/sole proprietor or single-member LLC
☐ 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.
☐ Other (see instructions) ▶ _____
- ☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

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) _____

(Applies to accounts maintained outside the U.S.)

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.

[City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title

Exhibit B:
APCO International Response



**APCO International & APCO Institute's Response to
Fort Bend County's Request for Proposal for an
Emergency Dispatch Protocol System
RFP #16-077**

Prepared for:

Fort Bend County
Purchasing Department
301 Jackson, Suite 201

Submitted by:

Julie Ray
Director
APCO Institute
APCO International
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888-272-6911, extension 2448
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Julie Ray, Director, APCO Institute

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Executive Summary

About APCO International

The Association of Public-Safety Communications Officials (APCO) International was founded in 1935 and is the world's largest organization of public safety communications professionals. It serves the needs of public safety communications practitioners world-wide and the welfare of the general public as a whole, by providing complete expertise, professional development, technical assistance, advocacy and outreach.

About the APCO Institute

Established in 1988, the APCO Institute is a not-for-profit educational institute that serves the unique needs of the public safety communications industry. Because APCO Institute is a not-for profit educational institute, we can bring you affordable options and certification -- such as our train-the-trainer programs and in-house training -- that traditional for-profit training, businesses cannot or will not provide.

The Institute is overseen, managed, and operated by industry experts with years of experience. Through our more than 25,000 members, we stay current with industry issues, needs, and standards. And, because our members all work in their respective communications agencies each day, their needs and concerns drive the activity of the APCO Institute.

APCO's Emergency Medical Dispatch (EMD) Program

The APCO Institute's EMD Program began in 1990 with the association's development of "criteria based dispatch" guidecards for EMD, fire service and law enforcement. And, in 2005, the Institute and its software partner – Smart Horizons – created electronic versions of the guidecards as its 9-1-1 Adviser™ Software. Since that time, the Institute has provided emergency dispatch guidecards, training and/or software to over 600 communications centers around the world.

The APCO Institute's EMD Program is based on the National Highway Traffic Safety Association (NHTSA) National Standard Curriculum for EMD, and incorporates all of the current NHTSA and ASTM guidelines. The comprehensive program includes EMD guidecards and software, as well as training and certification courses. A wide range of continuing dispatch education opportunities are also offered to help individuals remain EMD-certified. All facets of the program comply with the American Heart Association 2015 guidelines compression-only CPR for the untrained bystander.

APCO Institute's Proposed Solution for the Fort Bend County, Texas Sheriff's Office Scope of Work

The APCO Institute is pleased to offer its comprehensive protocol dispatch system as a solution to the Fort Bend Sheriff's Office RFP # 16-077. The system includes:

Training

APCO will use a train-the-trainer approach, in which 4 designated agency staff will be trained by APCO Institute to serve as training instructors for the rest of the staff. This approach allows cost-savings and flexibility in the training schedule. The Institute's proposal includes:

- **Training of 4 staff members to serve as agency instructors.** All will be fully trained to serve as EMD, Fire Service Communications and Law Enforcement Communications instructors, so that remaining agency staff can be trained in-house, for only the cost of course manuals.
- **48 Course Manuals for each discipline:** EMD; Fire Service; and Law Enforcement. One manual will be provided for each staff member for in-house training in the three disciplines.
- **The estimated milestones for the training program are:**
 - **Training of In-House Instructors** -- Includes online student and instructor certification courses in Emergency Medical Dispatch, Fire Service Communications and Law Enforcement Communications. **Timeframe: 6 – 18 weeks**, depending on whether courses are taken concurrently or sequentially.
 - **In-House Training of all additional staff** -- Once fully certified, in-house instructors will conduct training courses to certified remaining staff members in Emergency Medical Dispatch, Fire Service Communications and Law Enforcement Communications. Each of the 3 courses requires 32 hours of instruction time. Because they are presented by in-house trainers, the timeline for these classes is determined by the agency.

Guidecards

The APCO Institute will provide 15 sets of guidecard racks/binders, customized to meet the unique needs and resources of the Fort Bend Sheriff's Office. They include:

- 6 EMD Guidecard Binders
- 3 Fire Service Guidecard Binders
- 6 Law Enforcement Guidecard Racks
- The estimated milestone for the production of guidecards in the three disciplines is one (1) to two (2) months, depending on the time needed for review and approval of the guidecards by the Fort Bend Sheriff's Office medical director.

Software

The Institute will provide the following:

- Twenty (20) licenses for 9-1-1 Adviser™ electronic guidecard software, configured to match the Office's EMD, Fire Service and Law Enforcement guidecards. In addition to the electronic guidecards, 9-1-1 Adviser™ includes modules on Missing and Exploited Children, Quality Assurance/Quality Improvement and the *Emergency Response Guidebook*.
- One-year maintenance agreement/technical support. (Costs of maintenance agreement for additional years is shown in the separate quote as requested.)
- Software installation and testing
- Free online software training for all end users
- Estimated milestone for implementation and training for 9-1-1 Adviser Software in the three disciplines is one (1) to two (2) months, subject to the availability of the Fort Bend County agency staff.

Estimated Milestones for Completion

The milestone for this entire project is dependent on the responsiveness of the Fort Bend County Agency staff and medical director in working with APCO Institute staff during the implementation process. Based on other comparable projects, the Institute anticipates the following timeline:

- **Certification training** in EMD, Fire Service and Law Enforcement for all Fort Bend Sheriff's Office staff and customization and **implementation of EMD, Fire Service and Law Enforcement guidecards: 3 – 9 months.**
- **Configuration and implementation of 9-1-1 Adviser Software: 3 – 6 months after completion of certification training and implementation of customized guidecards.**

9.0 Scope of Work

9.1 The EMD (Emergency Medical Dispatch), EFD (Emergency Fire Dispatch) and EPD (Emergency Police Dispatch) systems should provide, but not be limited to, the following:

9.1.1 When the call for service is received, a new call record shall be automatically created.

CAD can remotely create a call in 9-1-1 Adviser via our proprietary API.

9.1.2 If the new call for service is being received via 911, the system shall allow the transfer of the ANI and ALI information from the 911 controller/telephone system/CAD.

9-1-1 Adviser allows for the ANI/ALI information to be received if the interface is designed to function in this manner.

9.1.3 If the new event is occurring at the ALI-reported location, the call taker shall not be required to re-enter the location data.

Same as above.

9.1.4 Once event information has been processed, chief complaint or incident description determination is made; the system shall provide a series of protocols and pre-arrival instructions specific to the chief complaint selected.

9-1-1 Adviser questioning and pre-arrival information is specific to the selected complaint.

9.1.5 The protocol database must include standardized protocols and pre-arrival instructions in a combined format for police, fire and emergency medical dispatch.

9-1-1 Adviser accepts combined questioning for Law, Fire, and EMD Questioning information, and flow is configured according to agency specifications.

9.1.6 After the appropriate response determination and priority has been established, the new event shall be simultaneously created in the CAD system and routed to the correct dispatch position(s).

9-1-1 Adviser sends notification of a dispatch priority via an API to the CAD interface. Once notification is received by the CAD interface determination of call creation is handled from there.

9.1.7 Call takers will be permitted to add additional information to a Call for Fort Bend County RFP16-077

9-1-1 Adviser allows questioning to continue and provides a remarks button to add additional narrative information to a call after dispatch. The added information will be appended to the call history and case report of the call.

Service record subsequent to dispatch, with audit trail, in addition to the following:

9.1.7.1 Ability to update call priority while it is in the queue.

9-1-1 Adviser offers a dispatch or priority tab that allows for manual upgrade or downgrade of the response level.

9.1.7.2 Visible alert to dispatcher to view priority.

9-1-1 Adviser offers a priority flashing notification on the bottom status bar to indicate a dispatch priority has been reached.

9.1.7.3 Capability to edit/update/append to pending events.

9-1-1 Adviser does not have the ability to update pending events.

9.1.8 The system shall have the ability to create multi-service events and have the ability to create an event for each required service in CAD and route the event to the appropriate dispatch positions.

9-1-1 Adviser provides questioning that outlines a course of action and a dispatch priority that is sent to CAD. Routing of the call for service is handled by the CAD interface on the back end.

9.1.9 Provide a means of initiating an event and closing it without routing it to a dispatcher.

9-1-1 Adviser has a Start Call and an End Call button that allows for starting and ending the call whenever necessary. This is dependent on whether or not the interface allows for this functionality.

9.1.10 Support a form for entering person and vehicle descriptions.

9-1-1 Adviser has a Remarks button that opens a window to allow the user to append additional pertinent information to the call. Additionally, the All Callers Interrogation and Vital Points content is configurable and can include person and vehicle description.

9.1.11 Provide a means of identifying potential duplicate calls for service.

9-1-1 Adviser does not have this functionality.

9.1.12 Automatically set administrator defined response priorities for each event.

9-1-1 Adviser has the ability to automatically set a dispatch priority. The questioning and dispatch priority information is based on customer specific content and information.

9.1.13 Have the ability to modify event priority based on reported scene conditions.

9-1-1 Adviser has a priority tab that allows for manual upgrade or downgrade of a priority based on changing scene circumstances.

9.1.14 Support user-defined protocols and pre-arrival instructions.

9-1-1 Adviser questioning and pre-arrival content is configurable based on agency needs

9.1.15 Capture and time stamp all event related call taking activities.

All event information is saved in the case history of a call and subsequently saved in the archive for future queries.

9.1.16 Provide a full audit trail of all call taking functions.

The 9-1-1 Adviser Case Report includes an Event log of every action that has occurred during a call -- every click, every question, tab, or answer that has been selected.

9.1.17 Scripted key questions for each separate chief complaint. Key questions are specific to patient's chief complaint.

9-1-1 Adviser key questions are complaint specific.

9.1.18 Scripted pre-arrival instructions, using logic that emphasizes key actions and decision pathways.

Pre-Arrival instructions in 9-1-1 Adviser are complaint-specific and can be configured to include hyperlinks that open medical procedures or link to other complaints.

9.1.19 Enable reference to local operating procedures via answers to weighted questions.

9-1-1 Adviser offers a Standard Operating Procedure tab that allows input of customer specific operating procedures based on complaint.

9.1.20 Allow the customization of fire and police call handling protocols by the PSAP to reflect local agency environment.

Fire and Police information can be configured locally by the agency and specific to their needs.

9.1.21 Provide a mechanism for real-time monitoring of call taker workstations.

The 9-1-1 Adviser Software offers online station monitoring while calls are being processed.

9.1.22 Provide a means for sending alert messages from supervisors to call takers.

9-1-1 Adviser does not offer a supervisory notification system.

9.1.23 Create supervisor alerts based upon pre-defined conditions for exceeding Fort Bend County RFP 16-077 time stamped milestones.

9-1-1 Adviser does not offer supervisor alerts for exceeding time stamped milestones. However, supervisor monitoring includes a visual alert when an active call remains idle for a given time period.

9.1.24 Provide a means to update and modify existing protocols and pre-arrival instructions.

Fire and Police information can be updated via the Administrative component of our software. EMD will have to have medical director and APCO approval before edits are made by the development team.

9.1.25 Provide a template for creating and customizing protocols and pre-arrival instructions.

A draft copy of 2-tier EMD guidecards, Fire guidecards, as well Law Enforcement guidecards will be provided to the agency.

9.1.26 Provide a testing function to verify protocol accuracy.

Agencies have 30 days after software configuration to verify the accuracy of content and to request changes.

9.1.27 Provide a training function to avoid the creation of “false” calls.

9-1-1 Adviser does not have a training mode.

9.2 The EMD/EFD/EPD systems shall include a two-way CAD interface that interacts with and exchanges information with the County’s CAD system. Desired features include, but are not limited to, starting a new call for service, updating call information, importation of the CAD ID of the Call Taker and the CAD Incident Number and routing to the appropriate dispatch position.

9-1-1 Adviser is capable of two-way communication with Tri-Tech CAD via a proprietary API. Specific TriTech interface functionality should be explained by TriTech.

9.2.1 Currently the County uses TriTech (Tiburon CommandCAD v2.9.1). All respondents must define how their proposal integrates specifically to our current system.

Based on our experience with our TriTech users, the complaint numbers from 9-1-1 Adviser would need to be mapped in the TriTech CAD to ensure integration and communication between the two applications.

9.3 The system shall include a Quality Assurance case review software program capable of providing case histories of each incident and comparative histories providing individual dispatcher case statistics. The system must also be capable of providing reports that reflect any period of time or data field requested such as current week, month or year-to-date statistics.

9-1-1 Adviser offers a quality assurance and case review option that allows agencies to query the calls saved in their database. With the information gathered the agency will be able to create statistical reports based on dispatcher, month, day, week, year, and complaint, gender, and the other questions within the database records.

9.4 The system shall provide for a manual protocol guide card set to mirror the automated dispatch protocols to be used as a back-up system. These cards must include scripted caller interrogation questions, various medical/trauma/time-life critical chief medical complaint protocols, ALS/BLS responses to correctly classify and prioritize medical calls for service and provide for scripted medically approved pre-arrival instructions to include CPR (must be AHA 2015 Guideline compliant with regards to compression only CPR).

The APCO EMD guidecards are customizable based on your local EMS protocols and Medical Director sign-off. The APCO Fire guide cards as well as APCO Law Enforcement guide cards are customizable based on your SOPs. The agency’s police chief and fire chief will need to sign off on final guide cards.

9.5 The system must be capable of being customized locally consistent with the advice of a local medical director.

9-1-1 Adviser content is configurable based on local agency needs and medical authority.

9.6 Respondents shall have the ability to provide training, initial certification and recertification/continuing education.

This proposal includes the following training and initial certification for agency staff:

- **Training of 4 staff members to serve as agency instructors.** All four individuals will be fully trained to serve as EMD, Fire Service Communications and Law Enforcement Communications instructors, so that remaining agency staff can be trained in-house, for only the cost of course manuals.
- **48 Course Manuals for each discipline:** EMD; Fire Service; and Law Enforcement. One manual will be provided for each staff member for in-house training in the three disciplines.

APCO offers a full range or continuing dispatch education (CDE) opportunities, as well as recertification in Emergency Medical Dispatch, Fire Service Communications and Law Enforcement Communications. However, recertification fees and continuing dispatch education costs are not included in this proposal.

9.7 Software training, technical support, consultation service and warranty service shall be provided. Fort Bend County RFP 16-077

Online training, technical support, consultation service and warranty service are all provided within the 1-year maintenance agreement included in this proposal. Face-to-face training and go-live support are not included in this proposal, but are available at an additional cost.

9.8 Respondent must provide 24 hour/7day technical support service.

Technical support is available 24/7 for critical issues. For non-critical issues our friendly staff is available Monday – Friday, 8:00 a.m. to 5:00 p.m. CST.

9.9 Software support and maintenance covering the first year of use after system acceptance shall be included in the base price. Respondent shall also provide software support and maintenance prices for years 2-5 as separate pricing.

The initial purchase price of 9-1-1 Adviser includes a one-year maintenance warranty. The costs for a maintenance/warranty for years 2 – 5 are included as a separate costs proposal.

9.10 The system should meet or exceed all national criteria set by the US Department of Transportation, National Highway Traffic Safety Administration (NHTSA): National Standard Curriculum: Emergency Medical Dispatch Standard, American Heart Association (AHA) Cardio Pulmonary Resuscitation (CPR) Standards and Curriculum, ASTM 1258 Standard Practice for Emergency Medical Dispatch, ASTM 1552 Standard Practice for Training Instructor Qualifications and Certification Eligibility of Emergency Medical Dispatchers, and ASTM 1560 Standard Practices for Emergency Medical Dispatch. The respondent shall supply a list of all Police, Fire and EMS criteria their solution addresses. Respondent must provide updates to the system to reflect any changes in standards.

APCO's system meets or exceeds all standards listed in Section 9.10, and has provided as part of this proposal a complete set of draft guidecards (EMD, Fire Service and Law Enforcement) that shows all criteria addressed by the system.

Changes in standards that necessitate edits to guidecards will be completed by APCO Institute at no charge. Necessary software changes and updates will be completed as outlined in Section 9.12.

For other requested changes, not related to standards revisions, the agency will be charged a \$50 editing fee, as well as \$5.00 per guidecard, up to 12 guidecards. If changes are necessary for 13 or more guidecards, the agency will be charged \$199 total.

A complete list of EMD, Fire Service and Law Enforcement Criteria are listed here:

EMD Criteria	Law Enforcement Criteria	Fire Service Criteria
Abdominal Pain/Back Pain	Abandoned Vehicle/Parking Complaint	Fire Related Incidents
Allergic Reaction	Abduction/Kidnapping	Brush & Wildland Fires
Animal Bites	Active Shooter	Structure Fires
Assault/Sexual Assault	Aircraft Emergencies	Structure Fires-High Rise Buildings
Bleeding (Non-Traumatic)	Alarms	Vehicle Fires
Breathing Difficulty	Assault & Battery	Miscellaneous Fires
Burns	Bomb Threats/Found Bomb	Rescue Related Incidents
Chest Pain/Heart Problems	Burglary	Aircraft-Fire/Emergencies
Choking	Carjacking	Building Collapses
Diabetic	Deceased Person-Body Found	Confined Space Rescue
Electrocution/Lightning	Disorderly Conduct	Elevator Rescues
Eye Problems/Injury	Disturbance (Verbal-Fight-Family)	High Angle (Rope) Rescues
Falls	Escaped Prisoner	Industrial Entrapment Rescue
Gynecology/OB/Pregnancy	Fraud/Forgery	Motor Vehicle Accidents/Collisions/Entrapments
Headache	Home Invasion	Search & Rescue Incidents
Heat/Cold Environmental	Hostage Situations	Search & Rescue
Industrial Accidents	Larceny/Theft	Submerged/Sinking Vehicle
Mental/Emotional/Psychological	Missing Person	Trench Rescues
Motor Vehicle Crash (MVC)	MVC—Collision	Water Rescues
Near Drowning / Drowning /Water Related	MVC—Hit and Run	Environmental Incidents
Neurological/Head Injuries	Narcotics Use/Narcotics Overdose	Biological Incidents
Overdose/Poisoning	Noise Violation/Party	Chemical Incidents
Seizures	Officer Down—Needs Help	Explosive Incidents
Sick/Unknown	Open Door/Window to Structure	Hazmat Incidents
Stabbing/Gunshot Victim	Prowler/Trespasser	Nuclear Incidents
Stroke (CVA)	Rape/Sexual Offense	Propane Incident-Commercial
Trauma	Reckless Driver	Propane Incident-Residential
Unconscious/Unresponsive/Syncope	Robbery/Holdup	Investigative
AED Reference	Shooting/Stabbing	Alarms
CPR -- Adult	Stolen Vehicle	Bomb Threats-First Party Caller
CPR -- Child	Subject/Person Down/Unknown	Bomb Threats-Third Party Caller
CPR -- Infant	Suicidal (Attempted) Suicide	Fuel Spill
CPR -- Laryngectomy and Tracheostomy	Suspicious Person/Vehicle	Fumes/Gas Leak
Obstructed Airway -- Adult	Threats	Power Lines Down
Obstructed Airway -- Child	Vandalism	Suspicious Package/Letter
Obstructed Airway -- Infant		
Childbirth		
Airway Control		

9.11 It is desirable that the system integrates a solution to provide the emergency response guidebook for first responders during the initial phase of a dangerous goods/hazardous materials transportation incident.

9-1-1 Adviser includes the electronic version of the Department of Transportation's Emergency Response Guidebook. It is updated every 4 years. The next update is expected to be completed before June 1, 2016.

9.12 The respondent must describe any and all cost associated with protocol software and manual card changes/upgrades.

As long as the agency has an annual maintenance warranty, the cost of software content changes and upgrades are covered. Should the warranty lapse, the agency will be required to pay all lapsed fees and bring the warranty current before update of software content or upgrades can be provided.

9.13 The respondent must describe the system and hardware requirements necessary to operate the software package.

The minimum hardware required to operate 9-1-1 Adviser would be that needed to run the Windows OS, with an increase in the random access memory (RAM).

9.14 The respondent must include a description of the training program of the dispatch protocols to include train-the-trainer and instructor training.

APCO Agency Instructor and Staff Training:

Once it is determined that the agency's proposed EMD instructors have met the below requirements*, they will enroll in the online Student EMD Course. Once they have received a certificate of completion for the course they will submit an EMD instructor application** (process outlined below) for approval. At that point, the EMD Instructor has the option to participate in the six-week online Fire Service Course, and the six-week online Law Enforcement Course. The student can enroll in the courses concurrently if desired. Once each class is successfully completed and certificates are issued, the student can then apply to have their Instructor certificate upgraded to include Fire Service and Law Enforcement. The cost to apply for each instructor upgrade – Fire Service and Law Enforcement – is \$169 each.

EMD INSTRUCTOR REQUIREMENTS: Basic Telecommunicator Training, Basic EMD Student Course, Current CPR, Current EMT (B, I, A, P) with ALS Training & Understanding, Minimum of one year experience as trainer, supervisor or lead supervisor or lead worker in public safety communications center, telematics, or 3-1-1 call center, Proof of State or National Instructor certificate from a related field and the course outline.

*****Requirement to obtain APCO Instructor certification through the application process:***

Each applicant applying for an APCO Instructor certificate must complete the instructor application and pass the APCO Instructor written exam.

Conditions of eligibility: Applicants must provide a copy of a State or National Instructor certificate from a related field and the course outline. In addition to the above, EMD Instructors are required to submit a copy of CPR certification. EMD Restricted Medical Instructors must submit proof of completing an EMD training course.

Procedure: 1. Complete the application.

2. Email, fax or mail the application, all required paperwork and the application fee.

3. Upon acceptance of paperwork the applicant will be contacted through email on how to access the written exam.

4. The applicant will send an email to APCO after completing the written exam.

5. Upon successful completion of the written exam, the applicant will receive APCO Instructor certification.

***EMD Restricted Medical Instructors are only allowed to teach the two medical modules in the EMD Course.**

- **If 2 instructors are needed to fulfill instructor requirements:**

1 – Restricted Dispatch Instructor – Certified to teach the EMD Student course must provide proof of Basic Telecommunicator Training, Basic EMD Student Course, Current CPR, Minimum of one year experience as trainer, supervisor or lead supervisor or lead worker in public safety communications center, telematics, or 3-1-1 call center, Proof of State or National Instructor certificate from a related field and the course outline. If the application is not applicable, the instructor must attend an APCO EMD Instructor course.

2 – Restricted Medical Instructor – This certification can be obtained via application process. Requirements are: Current EMT-Paramedic license, Current CPR, Proof of completing an EMD training course, Proof of State or National Instructor certificate from a related field and the course outline.



RFP16-077

Date: 4/28/2016
Expiration Date: 120 Days

Qty	Item	Description	Unit Price	Line Total
9-1-1 Adviser Software				
15	9-1-1 Adviser License	9-1-1 Adviser™ Software License (20 computer terminals)	\$3,500.00	\$52,500.00
1	QA/QI	Quality Assurance/Quality Improvement Component	\$0.00	\$0.00
1	Tech Support	Annual Tech Support / Maintenance (Year One)	\$7,875.00	\$7,875.00

9-1-1 Adviser: \$30,187.50 (50%) due upon acceptance of this proposal
\$30,187.50.00
(Remainder) upon delivery of the final product

EMD Program Train the Trainer				
4	EMD	EMD 5.3 Basic Class Online (6 weeks)	\$439.00	\$1,756.00
4	EMD-I Application	EMD 5.3 Instructor Application – APCO Approval (Dispatch)	\$179.00	\$716.00
1	EMD-I-R	Restricted EMD Instructor Application – APCO Approval (Medical)	\$169.00	\$169.00
4	Membership	APCO Membership (Receive \$10.00 off cost of manuals)	\$92.00	\$368.00
48	EMD Manuals	EMD 5.3 Student Manuals – (In-house 32 Hour Class)	\$89.00	\$4,272.00
1	Comp Qual	Comprehensive Quality Class Online (5 weeks)	\$379.00	\$379.00
6	EMD G/Card	EMD Guide Cards with Binders	\$299.00	\$1,794.00
1	Edit	Guide Card Customization Fee – 1 time	\$325.00	\$325.00

Fire Program Train the Trainer				
4	FSC	Fire Basic Online Class (6 weeks)	\$439.00	\$1,756.00
4	FSC-I Upgrade	Fire Instructor Upgrade	\$169.00	\$676.00
48	FSC Manuals	Fire Basic Student Manuals – (In-house 32 Hour Class)	\$89.00	\$4,272.00
3	FSC G/Card	Fire Guide Cards with BINDERS	\$199.00	\$897.00
1	Edit	Guide Card Customization Fee – 1 time	\$325.00	\$325.00

Law Enforcement Program Train the Trainer				
4	LE	Law Enforcement Basic Online Class (6 weeks)	\$439.00	\$1,756.00
4	LE-I Upgrade	Law Enforcement Instructor Upgrade	\$169.00	\$676.00
48	LEC Manuals	Law Enforcement Student Manuals (In-house 32 Hour Class)	\$89.00	\$4,272.00
6	LEC G/Card	Law Enforcement Guide Cards with BINDERS	\$199.00	\$1,194.00
1	Edit	Guide Card Customization Fee – 1 time	\$325.00	\$325.00

Sub Total: \$86,303.00
Shipping: \$1,169.07
TOTAL: \$87,472.07

This is a quotation on the goods named, subject to the conditions listed in the APCO EMD Implementation Guide.



RFP16-077

Date: 4/28/2016
Expiration
Date: 120 Days

Reference: 9.9 in RFP

*** Not included in current contract; pricing offered for software maintenance for years 2 through 5 if renewed by written agreement. ***

Qty	Item	Description	Unit Price	Line Total
9-1-1 Adviser Software Maintenance				
		9-1-1 Adviser™ software for 20 computer terminals		
1	Tech Support	Annual Tech Support / Maintenance (Year Two)	\$7,875.00	\$7,875.00
1	Tech Support	Annual Tech Support / Maintenance (Year Three)	\$7,875.00	\$7,875.00
1	Tech Support	Annual Tech Support / Maintenance (Year Four)	\$7,875.00	\$7,875.00
1	Tech Support	Annual Tech Support / Maintenance (Year Five)	\$7,875.00	\$7,875.00
TOTAL:				\$31,500.00

Experience and Qualifications

Association of Public Safety Communications Officials (APCO International)

APCO International is the world's oldest and largest organization of public safety communications professionals and supports the largest U.S. membership base of any public safety association. It serves the needs of public safety communications practitioners worldwide - and the welfare of the general public as a whole – by providing complete expertise, professional development, technical assistance, advocacy and outreach.

APCO Institute

Established in 1988, the APCO Institute provides affordable training, certification and resources for public safety communications professionals. The Institute offers training from front-line dispatcher courses to supervisory and leadership developments, as well as operational support products, including an Emergency Dispatch Protocol System and software for managing agency training initiatives.

APCO Institute has provided public safety dispatch communications training courses and resources to students in the United States, Canada, Mexico, Great Britain and the Middle East. The courses are taught by The APCO Institute Adjunct Instructor Corps, an elite group of Instructors, hand-picked by the APCO Institute to serve as Ambassadors in delivering training and education to public safety communications personnel throughout the world. These Instructors are the “best of the best” and must pass a stringent application and review process that requires demonstration of an above average knowledge of the subject matter and the embodiment of professionalism in their conduct - both in and out of the classroom.

More than 600 PSAPs throughout the world currently use APCO's guidecards for EMD, Fire Service and/or Law Enforcement. And, more than 135 of the communications centers also use APCO's 9-1-1 Adviser Software to complement their agencies' guidecards.

APCO's Experience with Projects of Similar Size and Complexity

Volusia County Sheriff's Office (VCSO) – located in Daytona Beach, Florida – is a similarly sized agency to the Fort Bend County Sheriff's Office. Volusia County – which uses the Tiburon CAD system -- implemented APCO's Emergency Dispatch Protocol System in 2010. The project included the customization and implementation of EMD, Fire Service and Law Enforcement guidecards, as well as configuration of APCO's 9-1-1 Adviser software. APCO also provided all necessary certification and training for VCSO staff.

The communications center is a consolidated emergency dispatch facility fielding more than 1.1 million calls for service annually, including more than 300,000 9-1-1- calls. When fully staffed the communication center has 150 call takers working on 90 terminals. The 43,000-square-foot, \$21 million facility houses the county's emergency operations and sheriff's communications activities including county wide 9-1-1 calltaking. The center dispatches for Emergency Services, Fire Service and Law Enforcement for multiple agencies in a county of more than 507,700 citizens.

APCO's implementation process for VCSO is the same as what APCO is proposing in this solutions for Fort Bend County Sheriff's Office. The process consisted of:

- Certification training for VCSO-designated in-house instructors
- Training manuals for use by in-house instructors in training other agency staff
- Customization of EMD, Fire Service and Law Enforcement guidecards
- Production of completed EMD, Fire Service and Law Enforcement guidecard sets
- Configuration, testing and installation of 9-1-1 Adviser Software

For more information on VCSO's experience with APCO's system, please contact:

Debbie L. Smith, ENP
Assistant Commander
Volusia County Sheriff's Office
3825 Tiger Bay Road, Suite 161
Daytona Beach, Florida 32124
(386) 248-1770 ext. 20631
dsmith@vcsso.us

Other PSAPs with Tiburon CAD Using 9-1-1 Adviser Software

Wood County West Virginia

Parkersburg, WV 26104
(304) 420-0911
Duane Jones
djones@woodcounty911.com

Centre County 911-Emergency Communications

Bellefonte, PA
(814) 355-6200
Dale Neff
dineff@centrecountypa.gov

Agencies Similar in Size to Fort Bend County Sheriff's Office That Have Implemented the APCO System Within the Last 4 Years

Anderson County Sheriff's Office

Steven McDade, RPL - Director
5531 Airport Rd
Anderson, SC 29626-5300
(864) 940-1076
samcdade@andersoncountysc.org

Volusia County Sheriff's Office

Debbie L. Smith, ENP - Assistant Commander

3825 Tiger Bay Road, Suite 161 Daytona Beach, FL 32124
(386) 248-1770 ext. 20631 -Cell (386) 295-5900
dsmith@vcso.us

Forsyth County Emergency Services

Wesley C Hutchens - Communications Training Officer
Forsyth County Emergency Services
3000 Aviation Dr.
Winston-Salem, NC 27105
(336) 703-2555
hutchewc@forsyth.cc

Berks County Department of Emergency Services

Kevin E. Neiswender
Training and Education Manager
Direct Link Technology Center
2561 Bernville Road
Reading, PA 19605
Main (610) 374-4800 Ext 8219
KNeiswender@countyofberks.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

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

APCO International
Daytona Beach, FL United States

Certificate
Number: 2016-
39449

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

Fort Bend County

Date Filed:
04/13/2016

Date Acknowledged:

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.

RFP 16-077
Emergency Dispatch Protocol System for Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McVickers, Alan	Daytona Beach, FL United States	X	

5 Check only if there is NO Interested Party.

D

6 AFFIDAVIT

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



FELICIA SCALI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF041341
Expires 7/31/2017

Julie Ray
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julie Ray, this the 26th day of April, 2016, to certify which, witness my hand and seal of office.

Felicia Scali
Signature of officer administering oath

Felicia Scali
Printed name of officer administering oath

HR Associate
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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
CERTIFICATION OF FILING**

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

Apco International
Daytona Beach, FL United States

Certificate Number:
2016-39449

Date Filed:
04/13/2016

Date Acknowledged:
07/26/2016

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

Fort Bend County

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 services, goods, or other property to be provided under the contract.

RFP 16-077
Emergency Dispatch Protocol System for Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McVickers, Alan	Daytona Beach, FL United States	X	

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