



PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

17-006 HANDHELD CITATION WRITERS &

MOBILE PRINTERS

DUE

Thursday, January 05, 2017

BY 11:00 A.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed proposals from all interested parties for:

- Proposal Number: 17-006
- Solicitation Type: REQUEST FOR PROPOSAL
- Proposal Name: Handheld Citation Writers & Mobile Printers
- Proposal Due Date: Thursday, January 5, 2017
- Proposal Due Time: 11:00 A.M. Central Standard Time
- Pre-Proposal Conference: None
- Deadline for questions:
Date: Wednesday, December 28, 2016 Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills Purchasing,

Attn: 17-006 Handheld Citation Writers & Mobile Printers

4301 City Point Drive North Richland Hills, TX 76180

If delivering a proposal packet please include One (1) original marked "original" plus One (1) digital copy on CD-ROM or Flash drive. Submit documents in a sealed envelope with the following information marked plainly on the front:

ATTN: PURCHASING DEPARTMENT

17-006 Handheld Citation Writers & Mobile Printers

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-proposal meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this proposal on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this proposal on Public Purchase before submitting a response.

The City of North Richland Hill reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid is turned in to the City of North Richland Hills on or before **January 5, 2017 by 11:00 am**. The official time shall be determined by the clock located at the switchboard in the North Richland Hills City Hall lobby. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be sealed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;

- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the best value for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, general conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location.

All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239

References

CITY OF MISSOURI CITY
1522 TEXAS PKWY
MISSOURI CITY, TX 77489-2170
Jobi Mathew
281-403-8960
jmathew@missouricitytx.gov

CITY OF PORT ARTHUR
PO BOX 1089
PORT ARTHUR, TX 77641
Dave Mai
(409) 983-8658
dmai@portarthurpd.com

Pekin Police Department
111 S CAPITOL ST
PEKIN, IL 61554
Donald Baxter
309-478-5301
dbaxter@ci.pekin.il.us

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing Interlocal cooperation agreements with the City of North Richland Hills.

20. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poors
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles	\$500,000 Combined single limit for bodily injury and property damage	

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Connecticut County of Fairfield

Matt Flood verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
CDW Government LLC, has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has
in any way colluded, conspired or agreed, directly or indirectly with any other
bidder, firm or person to submit a collusive or sham bid in connection
with attached bid and the price or prices quoted herein are fair and proper.


SIGNATURE

Matt Flood, Proposals Supervisor
PRINTED NAME

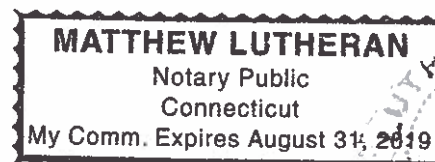
Subscribed and sworn to before me this

4th Day of January 2017


NOTARY PUBLIC in and for

Fairfield County, ~~Texas~~. Connecticut

My commission expires: Aug. 31, 2019



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

RFP CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: CDW Government LLC


ADDRESS: 230 N. Milwaukee Ave.

CITY, STATE & ZIP: Vernon Hills, IL 60061

TELEPHONE: (877) 274-3443

FAX: (312) 752-3902

EMAIL: daveedw@cdwg.com

SIGNATURE: 

PRINTED NAME: Matt Flood, Proposals Supervisor

DATE: 1/4/2017

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) use the application to enter the required information on Form 1295,
- 2) print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) sign the printed copy of the form (an authorized agent of the business entity must sign),
- 4) have the form notarized,
- 5) file the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

Certificate Number:
2017-150077

Date Filed:
01/04/2017

Date Acknowledged:

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

CDW Government LLC
Vernon Hills, IL United States

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

The City of North Richland Hills

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.

17-006
Information Technology: 17-006 Handheld Citation Writers & Mobile Printers

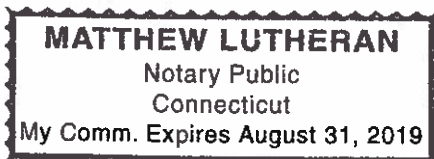
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

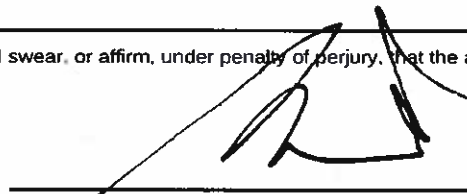
5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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





Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Matt Flood, Proposals Supervisor

4th

January

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20 16, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Matt Lutheran

Printed name of officer administering oath

Notary Public

Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing

related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is available on line at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

CDW Government LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Matt Flood, Proposals Supervisor

Signature of vendor doing business with the governmental entity

1/4/2017

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SPECIFICATIONS

INTRODUCTION:

The City of North Richland Hills (the "City") is requesting proposals from qualified firms for Handheld Citation Writers & Mobile Printers. The proposal will be based on the functionality requirements specified in Attachments "A". The City's goal is to replace existing equipment that is becoming unreliable with new, faster, and more accurate citation writers along with printers for transmission of citation data from the North Richland Hills Police Department ("NRPD") to the City's Municipal Court.

BACKGROUND:

The City of North Richland Hills (NRH) has made the decision to continue using electronic citation writers' software through the Tyler Technologies Software system. The bulk of all citations issued by the police officers of the City use this system which is then uploaded to the City Court Incode Software system. The current equipment has reached end of life and is currently in need of replacement. NRH is seeking qualified vendors to provide hardware quotes based on the specifications listed in:

Attachment A: Table of Technical Requirements

Attachment B: Hardware Quote Sheet

CONTRACT:

The selection of the proponents and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential proponent (after proposals are opened) if such is deemed in the best interest of the City.

MISCELLANEOUS REQUIREMENTS

The City will not be liable for any of the cost incurred in preparation and presentation of the response. Any materials submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the City makes no representation that such material will be kept confidential. The City representatives will be allowed a site visit to any of the accepted proposals.

EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

The proposals submitted in response to this RFP will be evaluated by a City selection committee. The City will initially evaluate the qualifications of proponents submitting proposals based on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed:

ITEM	DESCRIPTION	RATING
1.	Proposed Equipment Viability	60
	a. Compliance with functional requirements	
	b. Compliance with technical requirements (Ability to integrate with current software provider)	
2.	Cost	25
	a. Cost of Hardware	
	b. Cost of Maintenance	
	c. Additional costs (Overall costs to integrate components for use with existing software)	
3.	Delivery Lead Time	15
TOTAL		100

AWARD OF CONTRACT

A. **NEGOTIATIONS:** After selection of a proponent based on qualifications, the City will then enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the proponent.

B. **INABILITY TO REACH AGREEMENT:** In the event the negotiations between the most qualified proponent(s) selected and the City cannot be completed as a result of an inability to reach agreement on the fee for services, or the scope of work to be performed, then at the option of the City, the contract may be awarded to the next most qualified proponent.

C. **CITY COUNCIL APPROVAL:** The final contract will be submitted to the City Council for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

FINAL CONTRACT:

1. The selected proponent will be required to assume responsibility for all services offered in its proposal, whether or not such services are provided by a subcontractor or joint venture arrangement. The selected proponent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
2. The selected proponent will be required to enter into a written contract prepared under the direction of the City. The City's standard terms and conditions for high technology agreements are included as Attachment "A". Where conflicts exist between the provisions of Attachment "A" and the provisions of this RFP, the provisions imposing greater responsibility on the successful proponent will control.
2. This RFP and the selected proponent's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the selected proponent.

17-006 ATTACHMENT "A"
TABLE OF TECHNICAL REQUIREMENTS

Item #	Category	Requirement Description	Required Response	Priority
1.	Hand Held Hardware	The handheld device is sealed to IP54 to protect against windblown dust and rain.	Describe how the handheld is protected and sealed.	Must Have
2.	Hand Held Hardware	The external case is made of high strength solvent resistant plastic to protect against sleet and rain.	Describe how the external case is sealed.	Must Have
3.	Hand Held Hardware	The handheld includes the ability (or hardware) to capture data 2-D bar codes.	Describe where the reader/scanner is located on the handheld	Must Have
4.	Hand Held Hardware	The handheld includes the ability (or hardware) to capture data from magnetic strips.	Describe where the reader is located on the handheld.	Must Have
5.	Hand Held Hardware	Photographs will be captured. (Black and White or Color)	List the file types the photographs are created in.	Must Have
6.	Hand Held Hardware	The handheld will withstand drops of up to 4 feet onto a concrete surface without any structural or operational damage.	Describe warranties covering structural and operational damage.	Must Have
7.	Hand Held Hardware	The handheld will operate in temperatures -4 to 122 degrees Fahrenheit, + or - 10 degrees.	Describe the temperatures range the handheld operates in.	Must Have
8.	Hand Held Hardware	The handheld will operate in a humidity of 10% to 90% Relative Humidity non-condensing, + or - 5%	Describe the Relative Humidity range the handheld operates in.	Must Have
9.	Hand Held Hardware	The handheld standard keypad can accommodate special functions (if required) without custom labeling.	List special functions the handheld keypad will accommodate.	Must Have
10.	Hand Held Hardware	The handheld controls the Court date & time, issue date & time and all business rules associated with these.	Explain how the hand held keeps track of the current date and time.	Must Have

Item #	Category	Requirement Description	Required Response	Priority
11.	Hand Held Hardware	The display includes backlighting as a standard feature.	Describe the standard backlighting feature.	Must Have
12.	Hand Held Hardware	The display has a time-out feature (the ability to power down after a preset period of inactivity and to reactivate) when the operator presses a key. The length of timeout is user controllable.	Describe the display time-out feature. Explain the process for user controllability.	Must Have
13.	Hand Held Hardware	The handheld has a full alphanumeric keypad with at least 40 keys, including alphabetic (A-Z) and numeric (0-9) characters plus appropriate function keys.	Describe the keypad including alphabetic (A-Z) and numeric (0-9) characters and function keys.	Must Have
14.	Hand Held Hardware	The operator can adjust the contrast display on the handheld.	Explain how the operator can adjust the contrast.	Must Have
15.	Hand Held Hardware	Batteries will be fully recharged in 5 hours or less.	Explain how the batteries will be fully charged.	Must Have
16.	Hand Held Hardware	The handheld uses field replaceable battery technology with enough power for 8 hours of use per battery.	Provide estimate of time handheld will be usable while powered by a field replacement battery.	Expected
17.	Hand Held Hardware	The charger has an LED light indicating battery charging status.	Describe the battery charging indicator.	Expected
18.	Hand Held Hardware	The handheld has the capacity to capture fingerprints.	Describe the device used.	Expected
19.	Hand Held Hardware	The handheld should have the ability to accept an accessible internal or integrated external air card.	Provide the specifications of the internal air card.	Expected

Item #	Category	Requirement Description	Required Response	Priority
20.	Hand Held Hardware	Communications between the handheld and Municipal Court can be done via a cellular interface.	Describe the hardware required for the handheld to interface with Wireless LAN.	Desired
21.	Hand Held Hardware	Communications between the handheld and Municipal Court can be done via 802.11b/g.	Describe the hardware required for the handheld to interface with Wireless LA	Desired
22.	Hand Held Hardware	Communications between the handheld and Municipal Court can be done via GSM/GPRS.	Describe the hardware required for the handheld to interface with GSM/GPRS.	Desired
23.	Hand Held Hardware	Notes can be entered via voice.	Explain audio hardware required for the handheld to receive voice recordings	Desired
24.	Hand Held Hardware	Expansion slot able to be user accessible with 32/64 Gb MicroSD removable data card	Explain how data card is used	Expected
25.	Hand Held Hardware	Memory size of the unit	Size of the memory? Is it expandable?	Expected
26.	Hand Held Hardware	What are the wireless IEEE 802.11 frequency bands used by the hardware?	List all bands available for use by the hardware	Expected
27.	Hand Held Hardware	Is the data encrypted when transmitted wirelessly?	WEP/WPA/WPA2?	Expected
28.	Hand Held Hardware	Is the hardware Bluetooth enabled?	Yes/No answer	Expected
29.	Hand Held Hardware	Operating system of the hardware?	Operating system name and version	Expected

- 1 Handheld has IP65 seal rating
- 2 The 6=No ingress of dust; complete protection against contact. The 5=Water projected by a nozzle (6.3mm) against enclosure shall have no harmful effects
- 3 The scan engine is embedded in the top edge of the device.
- 4 The MSR reader snaps onto the upper back of the mobile device
- 5 The device supports the following image formats: .jpeg, .gif, .png and .bmp
- 6 6 ft./1.8 m drop to concrete across full operating temperature range, 8 ft./2.4 m drop to concrete at room temperature per MIL-STD 810G
- 7 Operating temperature -4° F to 122° F/-20° C to 50° C
- 8 5% to 85% non-condensing
- 9 Application shortcuts placed on the Home screen allow quick and easy access to applications. Widgets are self-contained applications placed on the Home screen to access frequently used features.
- 10 The user is only required to set the time zone or set the date and time when the wireless LAN does not support Network Time Protocol (NTP).
- 11 Ambient light sensor to auto adjust display backlight brightness
- 12 this is adjustable by going into the touch display sleep settings. Options are 15 secs, 30 secs, 1, 2.5, 10 and 30 minutes.
- 13 QWERTY touch keypad with toggle function for numeric keys.
- 14 Screen brightness can be adjusted. There is no contrast adjustment.
- 15 The 4,620 mAh battery fully charges in less than six hours at room temperature.
- 16 Battery charge life is dependent on many variables such as screen brightness, WLAN use, scanning, etc. A typical battery life will last an 8 hr shift.
- 17 The Spare battery Charging LED on the cup indicates the status of the spare battery charging
- 18 I do not see a fingerprint reader option at this point

The device has an integrated WiFi card. See link for specs https://www.zebra.com/content/dam/zebra_new_ia/en-us/solutions-verticals/product/Mobile_Computers/Hand-Held%20Computers/Symbol%20TC70%20Touch%20Computer/spec%20sheet/tc70series-product-specification-sheet-en-us.pdf

The TC75 offers cellular capability. See link for specs https://www.zebra.com/content/dam/zebra_new_ia/en-us/solutions-verticals/product/Mobile_Computers/Hand-Held%20Computers/TC75/spec-sheets/tc75series-product-specification-sheet-en-us.pdf

21 See answer in question 19

22 See answer in question 20

Use Sound Recorder to record audio messages. Recordings are saved on the microSD card (if installed) or the Internal Storage and available in the Music application playlist titled "My Recordings."

TC70: User accessible MicroSD with 32GB SDHC and

24 up to 64GB SDXC

25 TC70: 1 GB RAM / 8 GB Flash pSLC. Expandable via Micro SD card

TC70: IEEE 802.11a/b/g/n/d/h/i/k/r

TC70x Android: IEEE 802.11a/b/g/n/d/h/i/r/ac

TC70x Windows 10 IoT Mobile Enterprise:

26 IEEE 802.11a/b/g/n/d/h/i/w/ac

TC70: WEP (40 or 104 bit); WPA/WPA2 Personal (TKIP,

and AES); WPA/WPA2 Enterprise (TKIP, and AES) —

EAP-TLS (PAP, MSCHAP, MSCHAPv2), EAP-TLS,

PE APv0-MSCHAPv2, PE APv1-EAP-GTC, EAP Fast

and LEAP

TC70x Android: WEP (40 or 104 bit); WPA/WPA2

Personal (TKIP, and AES); WPA/WPA2 Enterprise (TKIP,

and AES) — EAP-TLS (PAP, MSCHAP, MSCHAPv2), EAP-TLS,

27 PEAPv0-MSCHAPv2, PEAPv1-EAP-GTC and LEAP

28 yes

Android 5.1 Lollipop with Zebra's Mobility

29 Extensions (Mx)