



**Proposal Documents for**

**Fleet Maintenance Software  
Comal County, Texas**

**Proposal # 2015-340**

**COMAL COUNTY  
REQUEST FOR PROPOSAL**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting a proposal for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT PROPOSAL DATES:

<b>PRE-PROPOSAL:</b>	<b>JUNE 16, 2015 AT 9:00 A.M., CST</b> <b>Comal County Engineer's Office, 195 David Jonas Dr., New Braunfels, TX</b>
<b>DUE DATE:</b>	<b>JUNE 30, 2015 AT 2:00 P.M., CST</b>
<b>OPENING DATE:</b>	<b>JUNE 30, 2015 AT 2:00 P.M., CST</b>

**Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

RETURN OFFER TO:

**ADDRESS:**

RAMONA WOMACK, CPPO, CPPB  
COUNTY PURCHASING DIRECTOR  
1297 CHURCH HILL DRIVE  
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Bid" response, please complete the Statement of No Bid in this RFP and submit.

Any prospective Bidder/Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective Any interpretation of the RFP will be made only by RFP Amendment duly issued by the Purchasing Office. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda shall be submitted to all known Bidders/Offerors and shall be posted on the Comal County Purchasing Website [http://www.co.comal.tx.us/PUR\\_BIDS.htm](http://www.co.comal.tx.us/PUR_BIDS.htm). Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPO, CPPB  
County Purchasing Director  
Comal County

TABLE OF CONTENTS

OFFEROR CERTIFICATION ..... 4

PART I      TERMS & CONDITIONS ..... 5-12

PART II      TECHNICAL SPECIFICATIONS.. ..... 13-15

PART III     SPECIAL PROVISIONS . ..... 16-17

PART IV     INFORMATION REQUESTED .. ..... 18-19

FORMS      ..... 20-26



## I. TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and \_\_\_\_\_ (hereinafter referred to as "Vendor," "Offeror,"), hereby agree upon the following terms and conditions.

1.1 The Comal County Commissioners Court is soliciting Proposals for furnishing a Fleet Maintenance Software as set forth in this Request for Proposal ("RFP").

1.2 Complete RFP's shall be received in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 2:00 P.M. on June 30, 2015. RFP's will be publicly opened at 2:05 P.M. on June 30, 2015 in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas.

***Proposals must include one (1) original and three (5) copies. The Original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.***

***Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened in accordance with state law.***

RFP's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with Offeror's name and address, RFP name, date and time. It is the sole responsibility of the Offeror to ensure timely delivery of RFP. The RFP is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at 830-643-5850 to see if your response has been received. If there is any doubt, you are encouraged to deliver your package in person.

**NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of proposals.**

Any offers not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception. Please make a clear distinction between the RFP's language and deviations in your response.

1.3 RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office, the Treasurer's Office, and the approval of the Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.

1.4 The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.5 TERM OF CONTRACT: The resulting contract will be effective upon award by Commissioners Court and shall continue for the life of the system.

1.6 OPTION TO RENEW: This contract, along with mutually agreed upon license agreements may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement or Software Maintenance Renewal, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date.

1.7 The County reserves the right to accept or reject in part or in whole any RFP submitted, and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror (s).

1.8 Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies or services which are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.9 Quantities indicated in the proposal are estimated based upon the best available information.

1.10 The undersigned agrees, if this RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period of acceptance of this RFP will be sixty (60) calendar days.

1.11 Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offeror must include all incidental costs. Comal County will not provide or allow for parking or travel reimbursements for the Offeror's employees. Offeror's offices, administration and/or place of business will not be on Comal County premises and will be the Offeror's responsibility.

It is also understood that any and all persons who provide services under Contract to Comal County, resulting from this RFP, shall be and remain employees of the Offeror, not Comal County. It is understood and agreed that the Offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the Offeror's employees and or equipment during the course of the Contract.

This RFP in no manner obligates Comal County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of Comal County and may be terminated at any time prior to the signing of a Contract.

Comal County will not be liable for any costs incurred by the Offeror in preparing a response to this RFP. Comal County makes no guarantee that any goods and/or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Comal County.

The Offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at Offeror's risk.

1.12 ETHICAL CONDUCT: The Offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Offeror or any Director or representative of the Offeror, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Offeror at least three times the cost incurred by Offeror in providing the gratuities.

1.13 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

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

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

1.14 Offeror shall provide the maximum warranty offered by the manufacturer (not less than one (1) year). Warranty shall begin after installation is complete and the system is fully tested and accepted by the County. Offeror's Terms & Conditions are subject to the review and approval of Comal County. In the event of conflicting Terms & Conditions, the terms in the solicitation package shall prevail. Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

1.15 Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.16 Invoices shall be sent directly to Comal County Auditor, 150 N. Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

1.17 Payment shall not constitute an acceptance of the item(s) RFP nor impair the County's right to inspect any of its remedies.

1.18 The price to be paid by the County, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products or services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.19 A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

1.20 EVALUATION CRITERIA - County will consider several evaluation factors, of which price is only one. Offerors may offer/propose solutions which meet the "spirit" of the listed requirements, but should note that only the proposed solution/service that meets or most closely meets all of the specifications will be considered for award.

The selection process will be based on the responses to this RFP, and any interviews/demonstrations required to verify the ability of the Offeror to provide the services/products/software proposed in response to this RFP, along with reference checks. Evaluation factors and associated point values are listed below:

FUNCTIONAL REQUIREMENTS- ability of the solution provider to meet all functional requirements as outlined in the Request for Proposal.	30 Points
PRICE	30 Points
IMPLEMENTATION STRATEGY	20 Points
DEMONSTRATED EXPERIENCE ON INSTALLATION AND MAINTENANCE ON SYSTEM BEING OFFERED WITH COMAL COUNTY OR ANY GOVERNMENTAL ENTITY OR PRIVATE FIRM	10 Points
OFFEROR'S FINANCIAL ABILITY TO PERFORM THE WORK	5 Points
REFERENCES	5 Points

County reserves the right to select evaluation methods deemed most appropriate. Each RFP will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.21 All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.

1.22 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.23 Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.24 Offeror shall provide the defense for and indemnify and hold harmless County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Offeror's use of the premises thereunder.

1.25 The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.26 The Offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.27 The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.28 This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.

1.29 This RFP along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Comal County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Contract Amendment. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.30 The Offeror shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing 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, the acts of Offeror's officers, agents or employees.

1.31 If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the RFP of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.32 This Contract shall not be assignable by the Offeror without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.33 If the Offeror defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within sixty (60) days of the occurrence of the default or material breach.

1.34 Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Comal County, Texas  
C/O County Judge  
150 N. Seguin Avenue  
New Braunfels, Texas 78130

With Copy to Purchasing Agent:

Comal County Purchasing Agent  
1297 Church Hill Dr.  
New Braunfels, Texas 78130

For the OFFEROR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax (\_\_\_\_\_)\_\_\_\_\_

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.35 No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

1.36 The award of the contract shall be made to the responsible Offeror(s) whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein. Prompt payment discounts will not be considered in determining low proposals and making awards.

1.37 In considering the proposals, Comal County reserves the right to select one or more responsible Offerors. Comal County reserves the right to award only a portion of the RFP.

1.38 Offeror will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Offeror will reference contract and purchase order on all invoices submitted to the Comal County Auditor. Upon issuance of a purchase order, the contract administrator will contact the Offeror with any additional items that may be required, such as bonds or insurance. The Offeror must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.

1.39 If any services, functions or responsibilities not specifically described in this Contract are required for the proper implementation, performance and provision of the Services offered, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this RFP. Vendor shall be responsible for providing the

facilities, personnel and other resources as necessary to provide the services.

1.40. Offeror represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents as applicable to this RFP. Offeror has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

1.41 Offeror warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Offeror shall indemnify County, its officers, Directors and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

1.42 Inter-local Participation - It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having or entering into an inter-local agreement with Comal County.

1.43 The Offeror warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Offeror to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.44 Offeror shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

1.45 Offeror shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Offeror that no officer, Director, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

1.46 The Offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

## II. TECHNICAL SPECIFICATIONS

2.1 Comal County is interested in receiving proposals from qualified firms for a Fleet Maintenance Management Software that provides vehicle information, preventative maintenance scheduling, parts management, cost accounting, work order functions, fuel management, vehicle tracking and analytical tools (tool inventory/checkout).

### 2.2 VEHICLE INFORMATION

2.2.1 Enables one time equipment information entry such as unit number or VIN that auto-populates the vehicle or equipment's data into the maintenance and fuel management systems or other third party applications

2.2.2 Allows vehicle usage data fed into system including AVE speed, fuel usage, miles and hours from Application Programming Interfaces (API's).

### 2.3 PREVENTIVE MAINTENANCE SCHEDULING

2.3.1 Ability to display upcoming services in various formats such as calendars, lists or by type of service or vehicle.

2.3.2 Preventative maintenance tasks that are based on specific equipment and schedules based on either calendar and meter events measured in both miles and hours.

### 2.4 PARTS MANAGEMENT

2.4.1 Have a bar coding system for parts and vehicles.

2.4.2 Ability to assign repair parts for each mechanical task for each vehicle.

2.4.3 Link work order part requirements to on-hand stock or direct to County's procurement system with multi-level approval capability.

2.4.4 Bar coded repair part inventory system that tracks repair parts from receipt, to stock, to installation.

2.4.5 Customizable demand history analysis for repair part usage.

2.4.6 Recommended stock levels and reorder limits based on demand history against on hand stock.

2.4.7 Real-time automatic deduction of parts from the on-hand quantity based on work order demands.

2.4.8 Backward tracking for on hand repair parts to vehicle providing recommendations for deletion of obsolete repair parts.

- 2.4.9 Real time on-hand parts inventory quantities that does not require manual re-calculation.
- 2.4.10 Repair parts forecasts based on upcoming services and demand history.
- 2.4.11 Enables one time-entry for repair parts, then populates multiple data bases such as work orders, bench stock, and procurement for each repair part.
- 2.4.12 Once entered, the system manages the part from the initial request through the maintenance software through the on hand bench stock inventory and eventually through the County's procurement software New World Systems.
- 2.4.13 Allows attachment of PDF, MS Word or Excel or other documents to purchase Requests.
- 2.4.14 Allows manual adjustment of on hand quantities.
- 2.4.15 Allows partial receipt of purchase orders.

## 2.5 COST ACCOUNTING

- 2.5.1 Expense reports and invoicing that can be customized based on site, equipment types, or specified individual equipment.
- 2.5.2 Track expenditures by agency for each piece of equipment.
- 2.5.3 Track fleet usage costs by meter either in hours or mileage measuring fuel, repair parts and labor that is linked to City Works for project planning and cost forecasting.
- 2.5.4 Reports on fleet costs based on hours and mileage from Application Programming Interfaces (API's) to facilitate data import from third party applications.

## 2.6 WORK ORDER FUNCTIONS

- 2.6.1 Allows work orders to be assigned an unlimited number of terminals and/or hard copy.
- 2.6.2 Work orders that allow free text entry by technicians, and also records service and labor descriptions as well as parts listing sections.
- 2.6.3 Provide customizable work order report that provides a list of current active work orders.

2.6.4 Embedded Vehicle Maintenance Reporting System (VRMS) and or industry labor rates for each maintenance task for each specific vehicle and piece of equipment.

2.6.5 Ability to measure technician work hours against established labor rates for specific tasks using industry standard labor guides.

2.6.6 Enables user maintenance requests through the network for repairs and services.

2.6.7 Outside repair service tracking.

2.6.8 Allows attachment of PDF, MS Word or Excel or other documents to work orders.

## 2.7 FUEL MANAGEMENT

2.7.1 Provide integrated real time fuel management system or provides API's to Facilitate data import from third party applications such as odometer readings from fuel management system or export to fuel management system.

## 2.8 ANALYTICAL TOOLS

2.8.1 Calculate availability percentage by type of vehicle, owning agency, and reason over specified periods of time.

2.8.2 Capability to report down time by type of vehicle, owning agency, and reason over specified periods of time.

2.8.3 Reports fleet availability in multiple forms such as tables, calendars, and charts.

2.8.4 Customizable reporting feature.

## 2.9 IT ARCHITECTURE

2.9.1 Provide API's to facilitate data import from third party applications such as odometer readings from fuel management system, and exporting to third party applications.

## 2.10 VEHICLE TRACKING

2.10.1 Provide location tracking or provides API's to facilitate data import and export from third party applications information on equipment location, alerts, and DTC (Diagnostic Trouble Code).

### III. SPECIAL PROVISIONS

- 3.1 Offer shall include copies of End User License Agreements, Service Level Agreements, Maintenance Agreements, or any other documents required for proposed software with RFP response for review and consideration by Comal County.
- 3.2 For each year after the warranty period, the annual license/maintenance fee may not increase more than 3% annually.
- 3.3 After proposal opening and prior to award, Comal County reserves the right to make a pre-award survey of Offeror's facilities and equipment to be used in the performance of this work. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) business days advance notice. Failure to allow an inspection shall be cause for rejection of proposal as non-responsive. Comal County reserves the right to reject facilities or equipment as unacceptable for performance as a result of the pre-award survey.
- 3.4 Proposals will be opened so as to avoid disclosure of the contents to competing Offerors. Proposals will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Offeror, Comal County will make reasonable efforts to protect information that qualifies as trade secrets and/or confidential information under the Texas Public Information Act.
- 3.5 NEGOTIATIONS: The Purchasing Director shall supervise all negotiations. Discussions may be conducted only with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. All Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Offerors may be required to submit additional data during the process of any negotiations. Comal County reserves the right to negotiate the price and any other term with the Offerors. Any oral negotiations must be confirmed in writing prior to award.
- 3.6 DEVIATIONS: Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Offeror requests a deviation. Any requests for deviations from these requirements must be specifically defined by the Offeror in the proposal. If accepted in writing by Comal County, the deviation shall become part of the contract. Comal County reserves the right to modify the requirements of this RFP.
- 3.7 REJECTION OF PROPOSALS: County expressly reserves the right to waive any defect, irregularity or informality in any proposal; reject or cancel any proposal or parts of any proposal; award contracts to one or more Offerors; or procure the services in whole or in part by other means.
- 3.8 PROTESTS: Protests before award must be submitted in writing to the Purchasing Director not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Director shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Director's decision must be made within ten (10) calendar days after

receipt thereof and submitted to the Purchasing Director, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

- 3.9 Connectivity and Access to County Network, Systems, Software, and/or Information:  
The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation. Including but not limited to the Comal County Vendor Access Policy, attached hereto and incorporated herein by reference.
- 3.10 The failure by Comal County to receive or to appropriate monies for this program in any give fiscal year shall automatically terminate this contract, without further recourse to either party.

**OFFEROR:**

By: \_\_\_\_\_  
Printed Name:  
Its Duly Authorized Director/Agent

Date: \_\_\_\_\_

**COMAL COUNTY:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## IV. INFORMATION REQUESTED FROM OFFERORS

Each submittal shall contain all the items listed below. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

### A. **Letter of Transmittal**

1. Briefly state your understanding of the services being requested.
2. Give the names of the persons authorized to make representations for your company, their titles, addresses, telephone numbers, and fax numbers.

### B. **Title Page** - Show the subject, name of your company, address, telephone number, fax number, name of contact person and date. (see form in Section VI)

### C. **Table of Contents** - Include a clear identification of the material by section and page number.

### D. **Profile of Proposing Company**

1. State whether the firm is local, regional, national.
2. Briefly describe the firm's experience in providing the services being requested.
3. Give the location of the office(s) which will provide the service to the County. Identify the specific individuals who will do the work and describe their qualifications and experience.
4. Provide a list of five (5) references familiar with the firm's capability to deliver the services requested for similar projects. Include contact numbers, phone numbers and a description of the services provided.

### E. **Response to RFP**

1. Include a response addressing information requested in RFP, including implementation strategy.

### F. **Miscellaneous Requirements**

1. Include copy of most recent financial statements.
2. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the County.

3. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

**G. INSURANCE AND LIABILITY:**

During the period of this Contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

1. Name County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.
3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County Purchasing Director at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Comal County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person) ..	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage .....	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury... ..	\$500,000.00
Property Damage .....	\$100,000.00

Excess Liability:

Umbrella Form .....	Not Required
---------------------	--------------

<u>Worker's Compensation:</u> .....	Statutory
-------------------------------------	-----------



## COMAL COUNTY

### **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY**

#### I. POLICY STATEMENT

The Comal County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Comal County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Comal County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Comal County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- B. Comal County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies certifications processes recognized by the State of Texas. Comal County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  - 1. Target goals should consider:
    - a. The availability of HUB firms within the specific category of goods or services to be procured; and
    - b. The diversity of the County's population.
  - 2. The goals should be reviewed and amended periodically.
  - 3. The program may apply to all County procurements including construction and professional services.
  - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.
- D. Comal County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

1. Utilize the State of Texas Historically Underutilized Business vendor database.
  2. Advertise bids on the County's website and in the local newspaper.
  3. Provide bid notice to minority Chambers of Commerce within Comal County, if applicable.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

#### IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.

4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

## **COMAL COUNTY FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Comal County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

Indicate all that apply:

\_\_\_\_\_ Minority-Owned Business Enterprise

\_\_\_\_\_ Women-Owned Business Enterprise

\_\_\_\_\_ Disadvantaged Business Enterprise

**COMAL COUNTY  
BIDDER/OFFEROR'S AFFIRMATION**

***This sheet must be completed, signed, and returned by Bidder/Offeror with RFP.***

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to Section 262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:  
***(Please check all that are applicable)***

\_\_\_\_\_ Does not own taxable property in Comal County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

Bidder/Offeror Company Name \_\_\_\_\_

Bidder/Offeror (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder/Offeror (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

***Corporate Offerors Shall Furnish the Following Information:***

Where Incorporated      Charter Number \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007