

**Bid Documents for**  
**DISTRICT COURT AUDIO VISUAL**  
**Comal County, Texas**  
**RFP # 2013-310**

## COMAL COUNTY REQUEST FOR PROPOSAL COVER SHEET

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

**IMPORTANT BID DATES:**

EVENT	LOCATION	DATE	TIME
RFP Issue/Release Date	Comal County Purchasing, 1297 Church Hill Drive, New Braunfels, Texas or <a href="http://www.co.comal.tx.us">www.co.comal.tx.us</a>	09/12/13	12:00 P.M.
Pre-Proposal Conference	Comal County District Court, 150 N. Seguin, 3 <sup>rd</sup> Floor, New Braunfels, TX	09/18/13	10:00 A.M.
Deadline for Questions and Concerns	Comal County Purchasing, 1297 Church Hill Drive, New Braunfels, Texas, 830-643- 5850	09/23/13	12:00 P.M.
<b>Proposal Due/Open Date</b>	Comal County Purchasing, 1297 Church Hill Drive, New Braunfels, Texas or <a href="http://www.co.comal.tx.us">www.co.comal.tx.us</a>	09/30/13	1:00 P.M.

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

**RETURN OFFER TO:**

RAMONA WOMACK, CPPO  
COUNTY PURCHASING DIRECTOR  
1297 CHURCH HILL DR.  
NEW BRAUNFELS, TEXAS 78130

Please note that all bids/offers **must be received at the designated location by the deadline shown.** Bids/Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

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 bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. 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/offerors 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, CPPB  
County Purchasing Director

**COMAL COUNTY  
BIDDER/OFFEROR CERTIFICATION**

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

**CERTIFICATION**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**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," or "Bidder"), hereby agree upon the following terms and conditions.

1.1 Bids/Offerors are solicited for District Court Audio Visual as outlined in the specifications 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 1:00 P.M. on September 30, 2013. Bids/Offerors will be opened at approximately 1:00 P.M. on September 30, 2013 in the Comal County Purchasing Office.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP's shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with bidders/offerors name and address, RFP name, and RFP date and time. It is the sole responsibility of the bidder/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. Postal Service, courier services, or any other form of delivery service chosen by the bidder/offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

RFP's which are received after the specified time and date will not be considered, and will be returned to the bidder/offeror unopened in accordance with state law. RFP's must be in the possession of the Purchasing Office by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for changes associated with preparation of RFP or RFP materials.

**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 bid/offer.**

1.3 Please return the RFP package in a sealed envelope, marked with RFP title, RFP number and opening date.

1.4 Bids/Offerors may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder/offeror guaranteeing authenticity. After the official opening, bids/offers may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office and the approval of Commissioners Court. All bids/offers become the property of the County and will not be returned to the bidder/offeror.

1.5 **The County is exempt from federal excise and state sales tax; therefore, tax must not be included in the bid/offer.**

1.6 **TERM OF CONTRACT:** Offeror will furnish and install the required services and products at the price proposed and will complete project not later than October 31, 2013.

1.7 The County reserves the right to accept or reject in part or in whole any bid/offer submitted, and to waive any technicalities for the best interest of the County.

1.8 Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin Ave, Suite 201, New Braunfels, Texas 78130. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with procurement cards.

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

1.10 Quantities indicated in the RFP are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the RFP price.

1.11 The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and Vendor agree that termination shall be Vendor's sole remedy under this circumstance.

1.12 The bid award shall be based on, but not necessarily limited to the following factors:

A.	<i>Products/Pricing</i>	40%
B.	<i>Performance Capability</i>	30%
C.	<i>Qualifications/Experience of Offeror</i>	20%
D.	<i>Value Added</i>	10%

1.13 All bids/offers inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

1.14 Prices bid/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.

Bidder/Offeror must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the bidders/offerors employees. Bidders/Offerors offices, administration and/or place of business will not be on the County premises and will be the bidders/offerors responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this RFP, shall be and remain employees of the Contractor, not the County. It is understood and agreed that the bidder/offeror is solely responsible for all services being provided

and shall provide adequate insurance to cover against any and all losses incurred by the bidders/offerors employees and or equipment during the course of the Contract.

This RFP in no manner obligates the 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 and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. The 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 bids/offers. All bids/offers and their accompanying documentation will become the property of the County.

The bidder/offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidders/offerors risk.

**1.15 ETHICAL CONDUCT:** The bidder/offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder/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.

**1.16 MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/OFFERORS:** A prospective bidder/offeror must affirmatively demonstrate bidder/offerors responsibility. A prospective bidder/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.

The County may request representation and other information sufficient to determine bidder/offerors ability to meet these minimum standards listed above.

**1.17 Bidder/Offeror must provide any and all warranty terms and conditions.** Bidder/Offeror Terms & Conditions are subject to the review and approval of the County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offeror must clearly identify any conflict with Terms & Conditions by denoting them on the same page where the conflicting Terms & Conditions appear.

**1.18** The bidder/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.

**1.19** Payment shall not constitute an acceptance of the item(s) contained in this RFP, nor impair the

County's right to inspect any of its remedies.

1.20 The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the bidder/offeror warrants to be no higher than bidder/offerors current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.21 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.

1.22 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 The bidder/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 the 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.

1.25 All insurance requirements, including Worker's Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met prior to any delivery or services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

1.26 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.

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

1.28 This RFP, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful bidder/offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. 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.



1.29 The vendor 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 vendor's officers, agents or employees.

1.30 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 application 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.

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

1.32 If the vendor 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 thirty (30) days of the occurrence of the default or material breach.

1.33 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 an interlocal agreement with Comal County.

It is further understood, that any other governmental entity that elects to use a Comal County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

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  
New Braunfels, Texas 78130

For the VENDOR:

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

With Copy to Purchasing Agent:

Comal County Purchasing Agent  
1297 Church Hill Drive.  
New Braunfels, TX 78130

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 County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

## II. SPECIFICATIONS

### 2.1 SUMMARY

The District Courts in Comal County are requesting proposals for courtroom audio/visual systems and electronic evidence apparatus. Respondents to this request are expected to present creative, reliable and cost effective solutions to fulfill the requirements listed herein. The Courts expectation is that the best solution will provide court participants the ability to do more in less time, the ability to present information and communicate with more impact, and the ability to control sophisticated courtroom management systems and telecommunications networks with the ease of a modern, windows-based interface.

### 2.2 SCOPE

This request is limited to integrated courtroom control systems, audio/visual evidence presentation equipment and software, as well as installation of proposed solution including training of Judges, court staff and in-house technical support personnel on use and general maintenance of system. Proposal must also detail any recurring costs for maintenance and support.

It is the Courts desire to have integrated, technology-enabled courtrooms which will provide court participants including jurors, judges, litigators, witnesses, court reporters, clerks, court administrators as well as the public and media, access to information and communications systems as well as an appropriate audio system for courtrooms of varying sizes and configurations.

The "electronic-architecture" of proposed solution should enable attorneys, juries, and judges the ability to electronically present evidence viewable by everyone in the courtroom. Subject matter and content, provided by litigators, and opened as files or projected through document cameras, are displayed in even microscopic detail to jurors and jurists alike. Digital audio and video display technology proposed must enable every persuasive element of fact or law chosen by advocates for the plaintiff or defendant - or the State or the accused - to be recounted in graphic detail. Counsel must be able to supply visual information through the proposed solution.

NOTE: The Courtrooms currently have or will have a local area computer network both wired and wireless with connectivity to the internet.

In order to facilitate the trial process, all staff must be trained to control the technology at the direction of the judge. The expectation is that all information, in the form of sound, still or moving images, or even text can be presented, or not, at the discretion of those officiating the court proceeding.

## 2.3 COMPONENTS

### 2.3.1 Courtroom Displays

High-resolution screens, personal flat screen monitors or projector or other suitable mechanism should be proposed in order for jurors, judges and counsel to view graphical or video information or evidence. Additionally, the Court would like to consider an option which if/when necessary, testimony from a remote participant may be received in the form of both audio and video mechanism. Proposed mechanism to accomplish this must assure that remote testimony as well as all other presentations of evidence or other audio/visual display is within line-of-sight of every courtroom participant including the visiting public.

### 2.3.2 Audio Systems

The proposed audio component(s) of solution must take into consideration for each courtroom the materials used in each courtrooms construction, size, furniture, fixtures and layout relative to the effect of echoing, sound quality and consistency of sound throughout the area. Speakers mounted throughout the courtroom must clearly convey the voices of all participants in any court proceeding.

### 2.3.3 Control

The term "control" is used in the context of this request to describe the centralized ability for fully integrated systems to operate through a single or multiple terminal(s) where the volume of sound, display of images, and choice of video output can be controlled by either the presiding judge, bailiff or court staff member. The District Court judges require ultimate control in regard to switching between multiple audio and video devices in order to maintain the ability to discern the evidentiary value of information that counsel may wish to show jurors. At a minimum, for any solution proposed with a single mechanism for control which may be operated by a bailiff or other court staff member, the judge must have the ability to shut down video and audio output in the case of an objection to evidence presented or when the judge deems the information presented in electronic format to be beyond the scope of that allowed by the court rules, rules of evidence, or civil procedure.

### 2.3.4 Videoconferencing

An optional component in proposed solutions which the court may consider would be integrated videoconferencing which could support multiple remote sites linked into the courtroom. Remote sites could be adjacent rooms (including judge's chambers, holding cells, jury conference rooms, etc.)

### 2.3.5 Evidence Presentation

The proposed solution must enable all evidence (audio and video) to be presented and convey in a manner which all participants in any court proceeding can clearly hear and see. Solution must accommodate input/output for the display of and/or audio presentation documents and small items projected through a monitor or large screen viewable by all participants in any court proceeding. The intent is to be able to easily show evidence that may otherwise be difficult to see and providing the operator of the solution the ability to zoom in on particular aspects of the evidence. Photographs of evidence stored as electronic files on counsels' computers may be retrieved and shown through the video display component of the solution. Also video tapes, audio tapes and DVDs can be played using VCRs, DVD players and tape recorders, and each of these devices can be linked to the "control" component of proposed solution.

### 2.3.6 Design of Solution

It is imperative that "line of sight" consideration is given to the installation of all evidence presentation devices, with particular attention given to the perspective of the jury, counsel, witnesses, and the judge. As mentioned previously, the materials used in each courtroom construction, size, furniture, fixtures and layout will affect sound quality, and microphones and speakers will have to be placed in the most appropriate places to pick up and distribute sound effectively. Cabinetry and/or furniture, which will house the various devices of the proposed solution, as well as the connection devices and cabling that will be required to link them together must be provided for in proposal. Additionally, consideration should be given to the possibility of future upgrades which may occur.

### III. INSURANCE/BONDING REQUIREMENTS

**3.1 INSURANCE REQUIREMENTS:** The apparent successful Offeror shall provide all required proof of insurance to the Purchasing Division within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for rejection of the Offer. Certificates should be faxed (send hard copy via mail) to:

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

*NOTE: It is the responsibility of the Contractor to provide a copy of his proposal to his insurance carrier. It may also be required that the Contractor's insurer and coverage be approved by the County prior to execution of the Contract. **The Contractor shall start NO work until the Purchasing Division receives Certificates of Insurance.***

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory – State of Texas
Employer's Liability	
A. Each Accident	\$1,000,000.00
B. Each Employee Disease	\$1,000,000.00
C. Policy Aggregate Disease	\$1,000,000.00
Commercial General Liability	
A. Per Occurrence	\$1,000,000.00
B. General Aggregate	
C. 1. General Aggregate – Per Project	\$1,000,000.00
2. General Aggregate – Products/ Completed Operations	\$1,000,000.00
Business Auto Liability	\$1,000,000.00
Fire and Legal Liability (any one fire)	\$50,000.00
Medical Expense (any one person)	\$5,000.00
Professional Errors and Omissions	\$1,000,000.00

The Certificate(s) will specify all of the parties who are Additional Insured or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

**3.1.1 INDEMNITY/HOLD HARMLESS.** The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the County, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

**3.1.2 WORKERS' COMPENSATION.** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject to all applicable laws for the state of Texas.

**3.1.3 ADDITIONAL INSURED:** The liability insurance coverage, Professional Liability if included, required for performance of the Contract shall include the County of Comal, its departments and their divisions, officers and employees as Additional Insured, but only with respect to the Contractor's activities to be performed under this Contract.

**3.1.4 NOTICE OF CANCELLATION OR CHANGE:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the County of Comal, its departments and their divisions, officers and employees.

**3.1.5 SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract.

**3.1.6 INSURANCE RATING:** All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**3.1.7 NOTICE OF LAWSUIT:** Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**3.1.8 CHOICE OF LEGAL COUNSEL:** The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County.

**3.2 RFP SECURITY/RFP BOND:**  
NONE REQUIRED

**3.3 PERFORMANCE AND PAYMENT BOND:**

Performance and payment bonds are required if RFP exceeds amount shown below, and each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. The cost for Bond premiums must be included in the bid price.

**A payment bond is required for contracts over \$25,000. A performance bond is required for contracts in excess of \$100,000.**



## IV. RESPONSE SUBMISSION REQUIREMENTS

Technical proposals must provide a concise description of the Respondent's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of the content. The following administrative requirements shall govern the preparation and submission of every proposal response.

- 4.1 **PACKAGING AND FORMAT/EXPLANATION OF SECTIONS:** Each response must be sealed to provide confidentiality of the information prior to the submission date and time. Comal County will not be responsible for premature opening of responses not properly labeled. Clearly mark one response copy as the "Master Proposal", and enclose originals of the required forms. Each response set shall be accompanied by a transmittal letter signed in ink by an authorized company representative, empowered with the right to bind the Respondent.

Each response must contain the following information and pages should be numbered consecutively with a set of tabs inserted to identify the following sections of the proposal:

1. Cover Letter
2. Management Introduction
3. Request for Proposal and Addenda (if any)
4. Technical Proposal
5. Escalation Procedures
6. Project References
7. Service Level Agreement (if applicable)
8. Contractor background & Financial Statements
9. Additional Information
10. Completed forms included in this RFP.

- 4.2 **RESPONSE COSTS:** The Respondent will be responsible for all costs incurred in the development and submission of this response. Comal County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. Comal County shall not be contractually bound until Comal County and the successful Respondent have executed a written contract for performance of the work, but the Offeror's signed response shall constitute a binding offer.
- 4.3 **COMPLETE SERVICES/PRODUCTS:** The successful Respondent shall be required to: a) furnish all tools, equipment, supplies, supervision, transportation and other accessories, services, and facilities necessary to complete the work; b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; c) provide and perform all necessary labor; and d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement.

- 4.4 **COPIES REQUIRED:** In addition to the signed original proposal, the County of Comal requires 3 complete copies of this proposal for the evaluation committee.

**V.  
CONTRACT**

**STATE OF TEXAS  
COUNTY OF COMAL COUNTY**

WHEREAS, The attached RFP package, including but not limited to the **Cover Sheet, Terms & Conditions, Specifications, and RFP Sheet(s)** for the item(s) being published for competitive RFP, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on \_\_\_\_\_, 20\_\_\_\_ award a contract to \_\_\_\_\_, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached RFP package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

**Witnesseth**

THAT IN ACCORDANCE with the above attached RFP package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said RFP package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

**Prior Agreements Superseded**

This Contract, with the entire RFP package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, RFP Sheet(s), and any required supporting literature, brochures, and/or data sheets or samples, incorporated herein constitutes the sole agreement of the parties to the agreement and supersedes all oral or written

previous and contemporary agreements between the parties and relating to matters herein.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
PURCHASING AGENT

**Failure to sign the Contract page(s) may disqualify the RFP from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.**

**COMAL COUNTY BIDDER/OFFEROR'S AFFIRMATION**  
*This sheet must be completed, signed, and returned by Bidder/Offeror*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

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

Bidder (Print Name) \_\_\_\_\_

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

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

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

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

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

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

### VENDOR REFERENCE INFORMATION SHEET

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

AUTHORIZED AGENT \_\_\_\_\_

TITLE \_\_\_\_\_

STREET ADDRESS AND /OR P.O. BOX NO. \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

#### REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE  
COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. CONTACT NAME: \_\_\_\_\_

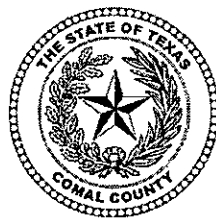
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. CONTACT NAME: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_



## 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

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4**

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

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

\_\_\_\_\_  
Date

## COMAL COUNTY STATEMENT OF NO RESPONSE

If bidder/offeror is not bidding on the goods and/or services as stated in this RFP, please complete and return this form to: Comal County Courthouse, Purchasing Office, 1297 Church Hill Drive, New Braunfels, TX 78130.

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

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

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

The above has declined to submit an RFP response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMAL COUNTY  
RETURN LABEL**

**LATE RESPONSES CAN NOT BE ACCEPTED**

<b><u>SEALED REQUEST FOR PROPOSAL</u></b>	
<b>RFP#:</b>	<b>2013-310</b>
<b>DUE DATE &amp; TIME:</b>	<b>September 30, 2013 1:00 P.M. CST</b>
<b>OPENING DATE &amp; TIME:</b>	<b>September 30, 2013 1:00 P.M. CST</b>
<b>RFP DESCRIPTION:</b>	<b>DISTRICT COURT AUDIO VISUAL</b>
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE  
OUTER MOST ENVELOPE OF YOUR RESPONSE**