



**Bid Documents for**

**ANNUAL CONTRACT FOR PURCHASE  
OF POLICE PACKAGE VEHICLES AND POLICE EQUIPMENT**

**Comal County, Texas**

**BID #2014-100**

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## **BID FORMS**

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

# PRE-BID CONFERENCE

All bidders are encouraged to attend the Pre-Bid Conference.

**DATE:** January 7, 2014  
**TIME:** 10:00 A.M.  
**LOCATION:** COMAL COUNTY PURCHASING OFFICE  
TRAINING ROOM  
1297 CHURCH HILL DR.  
NEW BRAUNFELS, TEXAS 78130

**RSVP:** Vendors planning to attend the pre-bid conference should RSVP, in writing, via e-mail, no later than 12:00 P.M., January 6, 2014.

Send RSVP'S to Ramona Womack, at [purrjw@co.comal.tx.us](mailto:purrjw@co.comal.tx.us).

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

Comal County is requesting bids for the ANNUAL CONTRACT FOR PURCHASE OF POLICE PACKAGE VEHICLES AND OPTIONAL INSTALLED POLICE EQUIPMENT for COMAL COUNTY SHERIFF'S OFFICE AND CONSTABLES. OFFICIAL BID DOCUMENTS MAY BE DOWNLOADED FROM [http://www.co.comal.tx.us/PUR\\_BIDS.htm](http://www.co.comal.tx.us/PUR_BIDS.htm) . All bids must be submitted on the enclosed BID FORMS. Vendors may bid on any complete unit, or all complete units. Comal County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

**ORIGINAL AND ONE (1) COPY**

OF

COMPLETED BID

MUST BE RECEIVED IN THE

PURCHASING OFFICE

AT 1297 CHURCH HILL DR.

NEW BRAUNFELS, TEXAS 78130

**ON OR BEFORE JANUARY 21, 2014 AT 2:00 P.M.**

**All bids, including a "NO BID", are due in the Purchasing Office by the due date**, in sealed envelopes or boxes. All bids must be clearly marked with the bid number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

**Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Comal County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder.** If bids/proposals are sent by mail to the Purchasing Office, the bidder shall be responsible for actual delivery of the bid to the Purchasing Office before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Comal County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized. 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 bids.

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. ALL requests from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via e-mail, to:

**RAMONA WOMACK, PURCHASING DIRECTOR**  
**[purrjw@co.comal.tx.us](mailto:purrjw@co.comal.tx.us)**

**All documents associated with this bid including but not limited to, the bid document, bid forms, questions and their responses, addenda and special notices will be posted under the bid number on the Comal County website and available for download by bidders and other interested parties. No documents will be faxed or e-mailed after the initial Bid Notification and prior to bid award.** It is the bidders'/respondents' sole responsibility to review this site and retrieve all related official bid documents prior to the Bid due date. The site address is [http://www.co.comal.tx.us/PUR\\_BIDS.htm](http://www.co.comal.tx.us/PUR_BIDS.htm) .

The deadline for receipt of all questions is 12:00 (Noon), New Braunfels, Texas January 10, 2014. After the question deadline, all questions and their responses will be posted on the website and available for download by bidders.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after acceptance of goods/services and receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, the County reserves the right to waive any irregularities and to make award in the best interest of the County.

Comal County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against Comal or any other Texas county.
4. The Bidder being in arrears on the performance of any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Comal County.

**It is the bidders' sole responsibility to print and review all pages of the official bid documents, attachments, questions and their responses, addenda and special notices. The Bidder/Offeror Affirmation Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive.** Failure to complete and the submission of all required forms, including but not limited to the Bidder Certification, Acknowledged Terms & Conditions, Exception Page (if applicable), Contract, Affirmation, Reference Page, HUB (if applicable), Certificate of Eligibility, Checklist, CIQ Questionnaire, Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

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

The successful bidder may not assign their rights and duties under an award without the written consent of the Comal County Commissioners Court. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**COMAL COUNTY  
BIDDER 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

## 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 furnishing ANNUAL CONTRACT FOR PURCHASE OF POLICE PACKAGE VEHICLES AND POLICE EQUIPMENT for the Comal County Sheriff's Office and Constables as per specifications in this Invitation to Bid (ITB).

1.2. Complete ITB'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 Tuesday, January 21, 2014. Bids/Offerors will be opened at 2:00 P.M. on Tuesday, January 21, 2014 in the Comal County Purchasing Office. Bids/Offerors will be awarded Thursday, January 30, 2014 in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court"), 100 Main Plaza, New Braunfels, Texas 78130.

1.3. Please return the ITB package in a sealed envelope, marked with ITB title, ITB number, Bidder's Name, and opening date.

1.4. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Comal County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

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

1.6. TERM OF CONTRACT: Offeror will furnish the required services and products at the price quoted and will not raise the prices for the contract period, January 30, 2014 to January 29, 2015.

1.7. OPTION TO RENEW: This contract 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, 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 of 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. The normal extension period shall be one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

1.9. 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.

1.10. **Invoices** shall be sent directly to the Comal County Auditor's Office, Attention: Accounts Payable, 150 N. Seguin Ave., Suite 201, New Braunfels, Texas 78130. It is the intention of Comal County to make payment on acceptable completed orders within thirty days after receipt of invoice or items meeting the terms and conditions of this bid; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must**

**reference the Comal County Purchase Order number in order to be processed. No payments shall be made on invoices not listing a Purchase Order number.**

1.11. Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by the County. County shall not pay for supplies/services which are unsatisfactory. County may give Vendor 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.

1.12. Quantities indicated in the ITB are estimated based upon the best available information. County reserves the right to increase or decrease the quantities to meet its needs without any adjustment in the ITB price.

1.13. 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.

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

- A. Unit price
- B. Total price
- C. Delivery
- D. Special needs and requirements of Comal County
- E. Comal County's evaluation of Vendor's ability to perform
- F. Vendor's past performance record with Comal County or any Texas county
- G. Results of reference check
- H. Comal County's experience with products bid
- I. Terms and discounts
- J. Results of field demonstrations (if needed)
- K. Parts availability and service after delivery record
- L. Demurrage charges, freight costs, and mileage
- M. Estimated Surplus Value
- N. Vendor MUST have a current, valid Texas Dealer General Distinguishing Number
- O. Bidder's Quality Assurance Offer/Warranty for Installation of Police Equipment

1.15. All bids/offers inclusive of pricing shall remain firm for acceptance for a period of sixty (60) days from opening date unless otherwise specified by the County.

1.16. Prices bid/offered shall reflect the full Specifications/Statement of Work as defined per the ITB 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 ITB, shall be and remain employees of the Vendor, 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 ITB 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 ITB. The County makes no guarantee that any goods and/or services will be purchased as a result of this ITB, 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.

1.17. 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.

1.18. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/OFFERORS: A prospective bidder 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 demonstrated experience with police equipment/package installations
4. Have a satisfactory record of performance;
5. Have a satisfactory record of integrity and ethics; and
6. Be otherwise qualified and eligible to receive an award.

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

1.19. 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 and Conditions appear.

1.20. 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.

1.21. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

1.22 Payment shall not constitute an acceptance of the item(s) contained in this ITB, nor impair the County's right to inspect any of its remedies.

1.23 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.

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

1.25 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.

1.26 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.

1.27 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. Office of Labor under the Occupational Safety and Health Act of 1970.

1.28 All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any 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.

1.29 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.

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

1.31 This ITB, 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.

1.32 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.

1.33 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.

1.34 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.

1.35 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.

1.36 INTERLOCAL 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 entering into 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.

1.37 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, Texas 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.

1.38 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.

1.39 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.

1.40 The County reserves the right to purchase police equipment listed in this document from State or Cooperative contracts if more favorable pricing is available on such contracts. If equipment is purchased in this manner by the County, the County will drop ship equipment to Vendor's facility for installation, and installation pricing submitted with Vendor's response will be provided at the same price for County provided police equipment.

# SPECIFICATIONS SPECIAL TERMS AND CONDITIONS FOR VEHICLE/POLICE EQUIPMENT

- 2.1 Comal County desires to have as many POLICE PACKAGE VEHICLES on contract as possible. Bidders **MUST** bid the exact vehicle and police equipment specified for each item. Alternate vehicles or substitutes shall not be allowed. Bidders who do not bid the **EXACT** vehicle specified shall have their bid rejected for not meeting this requirement. Competition will still occur between the various dealerships for each vehicle and police equipment specified.
- 2.2 **Award(s)** shall be made to the lowest responsible bidders who meet or exceeds all bid specifications for each item per Bid Form. Vendors **MUST** bid the exact vehicle specified for each item. Award shall be based on the total base bid for each item, plus optional police equipment as specified at time of order. Pricing for each vehicle **MUST** include, as a minimum, the following items:
- Air Conditioning
  - Automatic Transmission
  - Power Windows
  - Power Door Locks
  - Cruise Control
  - Tilt Wheel
  - AM/FM Radio, Factory Standard
- 2.3 **Vehicle Base Pricing:** Base pricing shall include all standard equipment and the seven (7) items listed above. Deletions of standard equipment shall not be allowed, with the exception of OnStar and XM radios and other subscriber based services.
- 2.4 **Order Placement:** Orders will be placed with a valid purchase order number for the vehicle with standard and/or additional options as listed in each Bid Form. Depending on the County's specific vehicle need at the time of order, police equipment to be installed will be specified at the time the purchase order is issued. Installation diagrams have been provided for vendor's reference. County reserves the right to alter police equipment placement for installation depending on the needs of the County at the time of purchase.
- 2.5 Delivery time is extremely important to Comal County and will be considered during the evaluation process. Failure to honor stated delivery times may result in termination of the contract.
- 2.6 The unit shall be completely assembled, adjusted, and all equipment, including standard and optional police equipment installed and the unit made ready for continuous operation upon delivery.
- 2.7 All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard of the industry.

- 2.8 The unit provided shall meet, or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and application furnished at the time of manufacture.
- 2.9 Field demonstrations may be requested by Comal County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Comal County area without cost to Comal County. Comal County may elect to visit bidder's installation facilities to view bidder's ability to perform installation of police equipment.
- 2.10 Vehicles and police equipment shall be new, currently advertised, meeting or exceeding the specifications listed. These specifications require the latest production model for the basic unit and any components required to produce the whole unit of vehicle and equipment described by these specifications. All things essential to the production and delivery of the vehicle and equipment which these specifications are intended to describe, including those which may not be expressly mentioned, are required and must be furnished by vendor.
- 2.11 Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. Each vehicle shall have a "Buyer's" tag affixed to it when required by law.
- 2.12 All vehicles will have a minimum three (3) year/36,000 mile, factory standard warranty, or greater. All police equipment shall carry manufacturer's standard warranty. Installation of police equipment shall be warranted for a period of ninety (90) days after receipt of vehicles to Comal County facilities.
- 2.13 Successful vendor(s) shall notify Comal County Purchasing when the cut-off date for submitting orders for the current year model is known.
- 2.14 Upon receipt of purchase order vendor shall confirm order, in writing, within five (5) business days. Confirmation must include a detailed list of all standard equipment, optional police equipment (if included in the purchase order), brand, year and model, color, pricing and any other pertinent information including date vehicle and police equipment will be placed on order and the estimated delivery date.
- 2.15 Factory window sticker with the manufacturer's suggested retail price (MSRP) MUST be included in every vehicle delivered.
- 2.16 The base pricing and options items for any vehicle shall not exceed the MSRP. This is to include any and all factory price lists.
- 2.17 Prior to delivery, vendor shall provide a list of the vehicle identification numbers to the entity for each order.
- 2.18 Comal County may select different police equipment from the Alternate(s) Section of each Bid Form to configure vehicles to meet specific needs of Comal County at the time of order. Installation rates/schedules must match that bid for each specific piece of police equipment.
- 2.19 Upon delivery, each unit shall be accompanied by the Manufacturer's Certificate of Origin, Sales Invoice, Signed Title Application, Odometer Statement, and Operators Manuals.
- 2.20 Successful vendor MUST have a Texas Dealer General Distinguishing Number per Texas Transportation Code Section 503.021. This number MUST be provided on the BID FORMS for every item bid. Bids will be considered non-responsive if this number is not provided.

- 2.21 **EACH BIDDER MUST PROVIDE THE CATALOG AND/OR LIST PRICE ON POLICE EQUIPMENT TO BE INSTALLED, PERCENTAGE DISCOUNT, AMOUNT OF DISCOUNT IN DOLLARS AND NET UNIT PRICE. The catalog or list price must match the price in vendor's catalog for the item bid. Discrepancies in price could result in complete rejection of bid for that section. A copy of the documentation from which prices will be obtained (manufacturer's price sheet, jobber price sheets, catalogs, or Government price list, etc.) must be submitted with bid.** Prices from the price sheet/catalog and the discounts offered must remain firm for the entire length of the contract unless a price increase/decrease has been authorized in writing by Comal County. Prices on the BID FORMS, before discounts, must match those from the bidders price sheet/catalog. Bidders must indicate in the space provided, which price sheet is being submitted. The "type" of price sheet must be consistent throughout the entire contract period. Vendors must bid exact items listed in all Sections.
- 2.22 **COMAL COUNTY RESERVES THE RIGHT TO SELECT POLICE EQUIPMENT INSTALLED FOR EACH VEHICLE DEPENDING ON THE SPECIFIC NEEDS OF THE COUNTY.**
- 2.23 Vendors are cautioned to only use the most current price lists. Price lists used MUST be current on the day of the bid opening. It shall be the vendor's responsibility to ensure the most current price list is used. **Bids received with outdated price lists could be rejected.**
- 2.24 Delivery time is very important to Comal County and will be used during the evaluation process. Delivery times for each brand must be included on the bid proposal page for both stocked and non-stocked items for that brand of police equipment.
- 2.25 Comal County shall be responsible for ALL shipping and delivery charges. Vendor will provide an estimated charge for each order. Vendor shall prepay the shipping/delivery charges and add the exact charges to the invoice submitted to Comal County for payment. Comal County will only pay the exact shipping, freight and/or delivery charges. Excess shipping charges will NOT be paid. Vendor MUST submit a copy of the freight bill, invoice from shipping company or invoice from the manufacturer before Comal County will pay shipping charges. If submitting a manufacturer's invoice, confidential information can be redacted or blocked out. The delivery address must appear on all shipping documents submitted. Excess charges could result in termination of contract.
- 2.26 Comal County **will not** pay any Fuel Surcharges.
- 2.27 Some vendors/distributors might have additional brands of Emergency Vehicle Equipment that is not specified in this Request for Bid. If desired, vendors/distributors may submit a list of these brands with the discounts for each brand (if any) with the bid package. If a vendor is awarded any section of this contract the discounts offered for any additional brands will apply for those brands. No award will be made for any additional brands for vendors who are not awarded any part of this contract. No additional documentation needs to be submitted for the "additional" brand(s). Discounts offered for the additional brands must remain a firm fixed discount for the duration of the contract.
- 2.28 The percentage discount on the bid proposal pages are for equipment only.
- 2.29 **IF THE VENDOR IS ABLE TO OFFER A LARGER DISCOUNT THAN THE DISCOUNT BID ON THE BID PROPOSAL FORM FOR LARGE QUANTITIES, PLEASE SUBMIT A SEPARATE LISTING**

**SHOWING THE LARGER DISCOUNT AND WHAT QUANTITIES THE LARGER DISCOUNT IS BASED ON. THIS LARGER DISCOUNT CAN BE USED FOR UNIQUE ORDERS THAT INVOLVE A LARGE QUANTITY PER ORDER.**

- 2.30 **Prices may only be increased by submission of dated manufacturer's increased price sheet or catalog thirty (30) days prior to effective date of increase.** Price increases will only apply to items specifically listed on the manufacturer's increased price sheet or catalog for that section. **No other price increases will be allowed or considered.** It shall be the successful bidder's responsibility to ensure that accurate prices (with discounts applied) are being charged to Comal County. Failure to comply with this specification could result in termination of contract. Upon notification of price increase, Comal County will review the increase to determine validity and will either:
- A. Accept the increase
  - B. Reject the increase and offer the second low bidder the award at the same prices and discount originally bid (if less than the primary vendors prices after price increase); or
  - C. Re-bid the entire contract if the second low bidder is unable to maintain original prices and discount bid
- 2.31 Installed Police Equipment pricing shall include all brackets and mounting hardware necessary for the successful installation for the specified vehicle type.



# TECHNICAL SPECIFICATIONS VEHICLES

**Comal County intends to purchase 20 pursuit vehicles with installed Police Equipment. The County reserves the right to purchase a mixed variety of vehicles from the attached Bid Sheets and** to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. **Quantities** indicated on the Bid Forms are for a single unit with installed Police Equipment to be specified at the time of purchase.

**ALL VEHICLES SHALL INCLUDE AIR CONDITIONING, AUTOMATIC TRANSMISSION, POWER WINDOWS, POWER DOOR LOCKS, CRUISE CONTROL, TILT WHEEL AND AM/FM RADIO, FACTORY STANDARD. PRICING FOR THESE FEATURES MUST BE INCLUDED ON THE BID FORMS AND MUST BE INCLUDED AS A STANDARD ITEM ON ALL VEHICLES.**

	DESCRIPTION		CAN YOU MEET OR EXCEED THIS SPECIFICATION
1.	<p><b>BID SHEET A</b></p> <p><b>New 2014 Dodge Charger Pursuit Police Package, 5.7 HEMI VVT MDS V8 ENGINE, 5 speed auto transmission, high speed engine controller performance exhaust, BSW tires, full size spare, vinyl trunk liner and cover, cloth front seats, vinyl rear seats, vinyl floor covering, power locks/power windows, am/fm/cd, red/white dome light, 2-year state inspection certificate, and a choice of optional police equipment to be specified at time of order. MUST bid the exact vehicle specified.</b></p>	Yes _____	No _____
2.	<p><b>BID SHEET B</b></p> <p><b>New 2014 Ford Interceptor Utility (SUV) V6 3.7L TC-VCT FFV Engine, AWD, 6 Speed Auto Transmission with all standard equipment and heavy duty 78 AMP battery, 220 AMP alternator, battery saver feature, 4 wheel disc police brakes, ABS and traction control, heavy duty suspension, power steering w/EPAS engine oil cooler, transmission oil cooler, power windows/door locks, 1 touch down driver window, power pedals, am/fm/cd stereo six speaker stereo. Front cloth/rear vinyl seats. Power drivers six way/lumbar. a/c with manual climate control, red/white dome light. Black vinyl flooring cover, drivers side spotlight, dual power mirrors, dual exhaust, halogen headlights, easy fuel cap less filler, noise suppression bonds, 255R18 A/S police tires, 18" HD steel wheels, full size spare tire, 2-year state inspection certificate, and a choice of optional police equipment to be specified at time of order. MUST bid the exact vehicle specified.</b></p>	Yes _____	No _____
3.	<p><b>BID SHEET C</b></p> <p><b>New 2014 Chevrolet Tahoe, Police Package, FL 2WD, 5.3L Engine, 320 HP V8 Engine, 6 Speed Auto Overdrive Transmission with all standard equipment and heavy duty locking differential, auxiliary transmission oil cooler, dual 660 cca batteries, skid plate package, high output alternator, high capacity air cleaner, power windows/door locks, power heated mirrors, dual climate control, front and rear air conditioning, 6 way power driver and passenger seat, am/fm/cd with aux input jack, tilt steering, cruise control, cloth front and vinyl rear seats, intermittent wet arm wiper/washers, remote keyless entry key fob entry, v-rated all season police pursuit P265/60R17 tires, full size spare tire, red/white dome light, 2-year state inspection certificate, and a choice of optional police equipment to be specified at time of order. MUST bid the exact vehicle specified.</b></p>	Yes _____	No _____

## TECHNICAL SPECIFICATIONS VEHICLES

	DESCRIPTION	CAN YOU MEET OR EXCEED THIS SPECIFICATION
4.	<p><b>BID SHEET D</b></p> <p><b>New 2014 Ford Interceptor Utility (SUV), 3.5L EcoBoost® V6, all-wheel drive, Keyless Entry keypad with Bi-directional Remote Start, Bluetooth phone interface, 2-year state inspection certificate, and a choice of optional police equipment to be specified at time of order. MUST bid the exact vehicle specified.</b></p> <p><b>OR</b></p> <p><b>New 2014 Ford Interceptor Utility (SUV), 3.7 V6, all-wheel drive, Keyless Entry keypad with Bi-directional Remote Start, Bluetooth phone interface, 2-year state inspection certificate, and a choice of optional police equipment to be specified at time of order. MUST bid the exact vehicle specified.</b></p>	<p>Yes _____ No _____</p>



## CONTRACT

STATE OF TEXAS

**COUNTY OF COMAL COUNTY**

WHEREAS, The attached bid package, including but not limited to the **Cover Sheet, Terms & Conditions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, 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 bid 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 bid 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 bid 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 bid package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, Bid 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.

COMAL COUNTY

VENDOR

COMAL COUNTY

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

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

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

**COMAL COUNTY  
BIDDER/OFFEROR AFFIRMATION**

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

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH THE BID DOCUMENT MAY RESULT IN BID BEING REJECTED OR THE TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.**

- 1. The undersigned agrees this bid becomes the property of Comal County after the official opening.  
The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.  
The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.
- 2. 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.
- 3. 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.
- 4. 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.

**COMAL COUNTY  
BIDDER/OFFEROR AFFIRMATION**

The undersigned affirms that they have read and do understand the specifications, addendum, bid forms and any attachments contained in this bid package. *Failure to sign and return this form will result in the rejection of the entire bid.*

**NAME AND ADDRESS OF COMPANY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

FAX No. \_\_\_\_\_

**AFTER HOURS EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND THE ORIGINAL AND ONE (1) COPY RETURNED WITH BID.**

**BIDDER REFERENCES**

Please list three (3) governmental agency references, **other than Comal County**, who can verify your performance as a vendor for police package vehicles and installation of police equipment. Performance includes but shall not be limited to, sales and/or service, installation of police equipment, delivery time, invoicing, and other items as may be required for Comal County to determine your firm's ability to provide the intended goods or service of this bid. The County requires references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!**





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 Office 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 Office 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 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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b> Date Received	
<b>1</b> Name of person doing business with local governmental entity.		
<b>2</b> <input type="checkbox"/> 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.)		
<b>3</b> 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.		
<b>4</b> 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.		

Adopted 01/13/2006

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**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

**CERTIFICATION OF ELIGIBILITY**  
**(This provision applies if the anticipated contract exceeds \$25,000)**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Comal County Purchasing Agent. Failure to do so may result in terminating this contract for default.

---

**Authorized Signature**

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND ONE (1) COPY RETURNED WITH BID.



## COMAL COUNTY STATEMENT OF NO BID

If bidder/offeror is not bidding on the goods and/or services as stated in this ITB, 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 ITB 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 ITB.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ Cannot meet insurance requirements.

Remarks:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BID FORMS/DOCUMENTS CHECKLIST

✓ Indicates Compliance	<p><b>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.</b></p>
	1. <b><u>Vendor References.</u></b> Bidder has provided three (3) references, <b>other than Comal County.</b> References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.
	2. <b><u>Signatures.</u></b> All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	3. <b><u>BID FORMS.</u></b> All sections of BID FORMS have been completed.
	4. <b><u>Insurance Certificates (If required).</u></b> Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.
	5. <b><u>Addenda.</u></b> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.
	6. <b>It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive.</b> Failure to complete and the submission of all required forms, including but not limited to Bidder Certification, Acknowledged Terms & Conditions, Exception Page (if applicable), Contract, Affirmation, Reference Page, HUB (if applicable), Certificate of Eligibility, Checklist, CIQ Questionnaire, Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	7. <b>Accuracy for all mathematical and number entries is the sole responsibility of the bidder.</b> Comal County will not be responsible for errors made by the bidder.
	8. Bidder's company has completed a Vendor Registration Form
	9. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.

**THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!**

**COMAL COUNTY  
RETURN LABEL**

**LATE BIDS WILL NOT BE ACCEPTED**

<b><u>SEALED INVITATION TO BID</u></b>	
<b>ITB#:</b>	<b>2014-100</b>
<b>BIDDER'S NAME:</b>	
<b>DUE DATE &amp; TIME:</b>	<b>January 21, 2014 2:00 P.M. CST</b>
<b>OPENING DATE &amp; TIME:</b>	<b>January 21, 2014 2:00 P.M. CST</b>
<b>ITB DESCRIPTION:</b>	<b>ANNUAL CONTRACT FOR PURCHASE OF POLICE PACKAGE VEHICLES AND POLICE EQUIPMENT</b>
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

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