



**Proposal Documents for**  
**RFID Evacuation Management & Asset Tracking System**  
**Comal County, Texas**  
**Proposal # 2009RFP05**

**COMAL COUNTY  
REQUEST FOR PROPOSAL**

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

IMPORTANT PROPOSAL DATES:

**DUE DATE: JUNE 30, 2009 AT 11:00 A.M., LOCAL TIME**  
**OPENING DATE: JUNE 30, 2009 AT 1:00 P.M., LOCAL TIME**  
**AWARD DATE: JULY 16, 2009**

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

RETURN OFFER TO:

**ADDRESS:**  
RAMONA WOMACK, CPPB  
COUNTY PURCHASING DIRECTOR  
LANDA BUILDING  
178 EAST MILL ST.  
NEW BRAUNFELS, TEXAS 78130

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

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

Any prospective Bidder/Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective 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/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda shall be submitted to all known Bidders/Offerors and shall be posted on the Comal County Purchasing Website [http://www.co.comal.tx.us/PUR\\_BIDS.htm](http://www.co.comal.tx.us/PUR_BIDS.htm). Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB  
County Purchasing Director  
Comal County

**COMAL COUNTY  
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

**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, and that I am duly authorized to execute these bid documents and contracts on behalf of contracting company above. 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

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

**\*This page must be page 1 of the bid/proposal, or the bid/proposal may be rejected.\***

## 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," or "Offeror,"), hereby agree upon the following terms and conditions.

1.1. The Comal County Commissioners Court is soliciting Proposals for furnishing RFID Evacuation Management & Asset Tracking System.

1.2. Complete RFP's shall be received in the Comal County Purchasing Department, 178 E. Mill, New Braunfels, Texas 78130 no later than 11:00 A.M. on Monday, June 30, 2009. RFP's will be publicly opened at 1:00 P.M. on Monday, June 30, 2009 in the Comal County Purchasing Office, 178 East Mill Street, New Braunfels, Texas. RFP's will be awarded July 16, 2009 in Commissioners Court (hereinafter referred to as "Commissioners Court"), 199 Main Plaza, New Braunfels, Texas.

***Proposals must include one (1) original and two (2) copies. The Original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.***

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

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

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

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

RFP's must be submitted on the attached Proposal Form. All RFP's **MUST** be submitted using the **EXACT** format provided for by this document. Please make a clear distinction between the RFP's language and the Offeror's response.

Any Applications not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception.

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

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

1.5. TERM OF CONTRACT: This contract will be for a one (1) year period beginning July 16, 2009 through July 16, 2010.

1.6. 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 signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be in one year increments. Total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years. .

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

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

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

1.10. The undersigned agrees, if this RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period of acceptance of this RFP will be seven (7) calendar days.

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

Offeror must include all incidental costs on Proposal Form or as an attachment to the Proposal Form. Comal County will not provide or allow for parking or travel reimbursements for the Offeror's employees. Offeror's offices, administration and/or place of business will not be on Comal County premises and will be the Offeror's responsibility. Only those costs shown on the Proposal Form will be considered.

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

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

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

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

1.12. ETHICAL CONDUCT: The Offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

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

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

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

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

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

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

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

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

1.18. RFPs should be unit priced using the Proposal Form form included with this RFP. In case the unit price of an item differs from the extended price for the quantity RFP, the unit price shall govern.

1.19. The price to be paid by the County shall be that contained in the Proposal Form, which the Offeror warrants to be no higher than Offeror's 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.

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

1.21. 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, 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 obtaining an interlocal agreement with Comal County.

1.22. 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.

1.23. All insurance requirements, including Workers' Compensation, General Liability and all applicable insurance as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract. Offeror shall provide certificates of insurance, when required.

1.24. 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.

1.25. 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.

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

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

1.28. 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.

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

1.30. This RFP along with the Proposal Form, submitted documents, and any negotiations, when properly accepted and awarded by Comal County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a 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.

1.31. The Offeror shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Offeror's officers, agents or employees.

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

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

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

1.35 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

199 Main Plaza

New Braunfels, Texas 78130

With Copy to Purchasing Agent:

Comal County Purchasing Agent

178 E. Mill

New Braunfels, Texas 78130

For the OFFEROR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

1.36. 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.

## II. SPECIFICATIONS

Comal County is looking to implement a combined RFID project to include Evacuation Management, Asset Management and Evidence Management. Project requires passive tracking of people into large reception centers, buses and areas used for sheltering during an emergency evacuation. The RFID system should be designed to withstand severe weather, be highly portable, require little maintenance and interaction from the user. It must also read UHF wristbands (no other form factor is acceptable). Offerors should have a minimum of two (2) years experience tracking people using RFID with off the shelf components and software available for this purpose. Software and Devices must be compatible with the State Of Texas Evacuee Tracking System. In addition to these general requirements, the system should meet or exceed the following specifications:

### Evacuation:

Track evacuees with a barcode Radio Frequency Identification Device (RFID) tag in an ID type bracelet. In the event of severe weather requiring evacuations, Comal County will designate evacuation facilities. When an evacuee arrives at a facility, the evacuee will be issued an ID bracelet which will be scanned by a Symbol MC9094 (with GPRS connectivity). Evacuation facilities will have handheld readers to scan evacuees. Information will be submitted in "real time."

### Asset Management:

Comal County will use RFID tagging on assets for inventory purposes on emergency equipment and other hardware.

### Evidence Management:

Comal County will tag evidence for inventory purposes to record proper chain of custody.

### Delivery/Support Requirements

1. RFID Portion will be awarded to a single company.
2. Available three (3) weeks ARO for all components F.O.B. New Braunfels.
3. Fully commissioned and tested prior to delivery at each event.
4. Three (3) year emergency support and annual exercise support must be included.
5. Three (3) year storage and maintenance (including software) must be included. Stand-alone, fully-hosted software system must be included – able to collect, store, and forward data from each portal to the state system.
6. Annual exercise support must be included.
7. Symbol/Motorola RFID Certified Partner. Many key components in the remainder of the state solution will be using Symbol equipment. Central support is required during emergency response; therefore, requiring a homogeneous hardware environment.
8. Supplier must have twenty-four (24) months or greater specific RFID people tracking experience.

## RFID Requirements

1. Wristband Requirements:
  - a. 11" Gen 2 UHF Wristband.
  - b. Yellow with Color State Logo.
  - c. Bar Code (Code 39) associated with Electronic code of band,
  - d. Comfortable to wear for 6 weeks.
  - e. Durable, withstand showers, perspiration, soap, etc.
  - f. Wristband must be read at any rotation point around the wrist.
  - g. Non reusable clasping mechanism.
  - h. Adhesive clasp.

## Software Requirements

Comal County requires that the software be a packaged readily available product developed and in use today ("Off the shelf"). Due to the nature of the use of this system, custom software solutions will not be accepted.

The system should provide a web-based status monitoring system, a server-based data aggregation and data forwarding point, standard SQL Server connectivity to the state evacuee database and a reader-based "polling" system.

1. Reader Based Software Requirements:
  - a. RFID reader resident software. application for independent operation
  - b. Automatically connect to host system when started.
  - c. Automatically start up on powering up.
  - d. Store 50,000 or more tag reads, times and reader ID.
  - e. Store unique tags and time for each tag read for later retrieval if network connection is not available.
  - f. Report exceptions to server.
  - g. Automatically upload tag reads when connection is established to host system.
  - h. Run periodic (1 to 60 minute) upload scheduling.
  - i. Must require no onsite user interaction for setup.
  - j. Provide host system with the following data:
    - i. Unique Tag ID or IDs,
    - ii. Time of read,
    - iii. IP Address of Reader, and
    - iv. Mac Address of reader.
2. Server Based Reader Status Application:
  - a. Indicate all pertinent parameter status for reader status:
    - i. Antenna connectivity,
    - ii. Time, and
    - iii. Polling Status.
  - b. Allow configuration of each device in the system for monitoring.
  - c. Should be hosted 24X7 RFID data access during activations.
  - d. Must support multiple readers in many locations using AT&T WAN.
  - e. SQL Server-Based Interface to UT Data Infrastructure.

- f. Activation support requirements 24X7.
  - g. Include three year on site activation support.
  - h. Simple single (1) screen RFID setup to set location for portal.
  - i. Must have multi reader central web based monitoring tool.
  - j. Must have simple way to ensure end- to-end connectivity when activated.
  - k. Must have secure login.
3. Server Based Data Aggregation and Forwarding:
- a. Must provide web-based manifest of individuals.
  - b. Indicate connectivity or reader exceptions.
  - c. Store all data collected from readers.
  - d. Allow naming and configuration of each device which is connected.
  - e. Allow user management.
  - f. Identify and filter out tags that are not associated with the evacuation (rouge tags).
4. Integration:
- a. Integrated to State of Texas Evacuee Tracking System passing the integration data elements of:
    - i. Location,
    - ii. Wristband Serial Number,
    - iii. Wristband electronic code, and
    - iv. Time for each read.
  - b. Integrated to State of Texas Handheld System.

### III. PROPOSAL FORM

	<b>The following products manufactured/supplied by Radiant RFID, LLC comply with the listed specifications. Equivalents/Alternates must meet or exceed this equipment, and be ready for use (off the shelf). Comal County reserves the right to accept or reject any equivalent/alternate.</b>	QTY	UNIT PRICE	TOTAL
1	RFID HANDHELDS RAD9090RFIDB SYMBOL MC 9094G RFID BUNDLE Bundle to include Bronze Level Service (3-day repair guarantee), Charging Cradle, Power Supplies, Cords, USB Synch Cable, Spare Battery	6		
2	RAD9090B SYMBOL MC 9094G NON-RFID BUNDLE Bundle to include Bronze Level Service (3-day repair guarantee), Charging Cradle, Power Supplies, Cords, USB Cable, Spare Battery	8		
3	RFID PRINTER RADRFID=PRNT RFID LABEL PRINTER	1		
4	PC HARDWARE LS4208-SBZU0100Z USB Mag Stripe Reader	6		
	IDT3331-12U Minimag Intellistripe Reader, USB	5		
5	SOFTWARE RAD01MEVAC Mobile Evacuation Software	17		
	RAD01MPET Mobile Pet Tracker	1		
	RADVAT-S Virtual Asset Tracking Server	1		
	RADVAT-M Mobile Application (One per each Device)	6		
	RADVAT-C Virtual Asset Tracking Manager	2		
	RADVAT-SK Check In/Out Module	1		
	RADVAT-EVD Radiant Evidence Module	1		
6	INTEGRATION RAD01RFIDGCS-PMGR	1		
7	CONSUMBALES RAD034751 PC/Metal RFID Gen 2 Tags	1500		
	Misc RFID Gen 2 Asset Tags	1000		
	RAD03457 2x4 RFID Printer Labels	10000		
	RADRFID-RIBB Ribbon for RFID Labe Printer	2		
8	ANNUAL SOFTWARE MAINTENANCE	1 YR		
	INCIDENTAL OR OTHER COSTS			
	TOTAL PROPOSAL			

#### IV. EVALUATION CRITERIA AND SELECTION

The award of this contract shall be made to the responsible Offeror, whose qualifications are determined to be the highest evaluated offer resulting from negotiation, taking into consideration the importance of the evaluation factors set forth below:

- 25% - Compatibility with State of Texas Evacuation software and equipment;
- 25% - Timely delivery and availability of equipment and software;
- 25% - Cost and functionality of equipment and software; and
- 25% - Service and repair availability and response.

Qualifications will be reviewed and ranked by the Evaluation Committee. Oral interviews *may* be conducted with the top firm(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by Comal County and are at the sole discretion of the Offeror.

Comal County reserves the right to reject any and all qualifications submitted and to waive any informality in qualifications received. The County also reserves the right to request additional information from Offerors. The award will be made to the firm which, in the opinion of the County, is the best qualified to assist the County in accomplishing its objectives. The County reserves the right to negotiate a contract with the selected Offeror.

Qualifications will be received and publicly acknowledged in the Purchasing Office at the date and time stated on the cover of this RFP. The qualifications shall be received and acknowledged only so as to avoid disclosure of the contents to competing Offerors and shall be kept secret during negotiations. However, all qualifications shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the statement of qualifications and identified by Offeror as such.

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

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

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other 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 Section 262.076(a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:  
***(Please check all that are applicable)***

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

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

\*\*\*\*\*

If any additional information is required regarding these requirements, please contact The Comal County Purchasing Department PRIOR to execution.

\*\*\*\*\*

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

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

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

## Conflict of Interest Questionnaire

**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 7<sup>th</sup> 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.

1. Name of person doing business with local government entity:

2. Are you filing an update to a previously filed questionnaire?      Yes\_\_\_\_\_      No \_\_\_\_\_

3. Describe each affiliation or business relationship with an employee or contractor of the local government 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 (continued)**

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:

**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 agreements 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 bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.\*\*\***