

# Bexar County Purchasing Manual



## Purchasing Department

Revised August 2011

## **Preface**

We all share in the duty to be guardians of taxpayer dollars. Some of us are fortunate enough to be in a position where we have a direct impact. One way to meet the goals in increasing value and reducing risks is to have Bexar County officials, employees, and suppliers come together and work under an acquisition process that is consistent, fair, and effective.

The Bexar County Purchasing Manual was developed for this purpose. The information provided here is intended to guide your efforts in the acquisition process such that your purchase is accomplished in accordance with Bexar County Policies and the laws of the State of Texas.

This Purchasing Manual is written to include the needs of a broad audience, including Bexar County employees, officials, and suppliers. This guide will benefit those individuals participating in the acquisition process for commodities, services, maintenance, professional services, and construction.

Please consider this information as your introduction to the essentials needed for purchasing goods and services on behalf of Bexar County. It is intended to reflect current methods and will be updated as new business practices are adopted. If you have any questions that are not answered here, please call or visit the Bexar County Purchasing Department.

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Contact the Purchasing Department for Alternative Delivery Method Solicitation(s).

## **SECTION 1**

### **INTRODUCTION**

#### **A. Purpose**

The purpose of the Bexar County Purchasing Manual (“Manual”) is to provide County officials and employees with enough information to appropriately request the purchase of goods and services needed to effectively perform functions of their offices. It was developed to promote the use of good business practices in acquiring goods and services Bexar County needs.

This Manual identifies the procedures applicable to purchasing goods and services at Bexar County that are necessary to comply with Bexar County Administrative Policies 8.0 and 8.1, which define purchasing-related activities and functions.

#### **B. Goals and Objectives of Public Purchasing**

*The Model Purchasing Manual of Texas Cities and Counties* developed by the Texas State Comptroller of Public Accounts defines public purchasing as “the process of acquiring all the goods and services necessary for a government entity to provide the public with certain services.” The *Model Purchasing Manual* identifies a combination of private and public sector goals for public purchasing, which include:

- Purchase the proper good or service to suit the business need;
- Get the best possible price for the good or service;
- Have the good or service available where and when it is needed;
- Insure a continuing supply of needed goods and services;
- Guard against any misappropriation of the business’ assets procured by purchasing;
- Insure responsible bidders are given a fair opportunity to compete for the government’s business. This is done partially by the statutory requirements for competitive bids and proposals, and partially by the government’s own purchasing procedures;
- Insure public funds are safeguarded. Although the Purchasing Department does not usually designate the types of purchases to be made, it should see that the best value is received for the public dollar;
- Insure public spending is not used to enrich elected officials or government employees or to confer favors on favored constituents; and
- Insure historically underutilized businesses (small, minority and women-owned) have an equal opportunity in the contract awards process.

### C. Definitions

Many terms that are used throughout this Manual pertain to purchasing activities. Definitions of key terms are found Section 15(A).

### D. Process

The general purchasing process as outlined in Exhibit 1 contains several stages with responsibilities that are often designated by statute. The process begins with the planning and identification of requirements and progresses to requisition, contract generation, receipt and payment for goods and services.

**Exhibit 1: Purchasing Process**

<b>Step</b>	<b>Performed By:</b>
Identify requirements and obtain budget	User Department (“Department”) (may have assistance from Purchasing)
Define/finalize requirements	Department and Purchasing
Submit requisition outlining requirements to Purchasing / Verify Funding	Department / Auditor
Solicit, advertise and generate Purchase Orders and Contracts from requisition and send to vendor	Purchasing
Deliver good/service as outlined in contract and submit invoice	Vendor
Receive good/service and verify completeness against contract	Department (with coordination from Purchasing – especially for fixed assets)
Document receipt on receiver copy of order and submit to Auditor’s Office	Department
Match receiver copy with invoice and generate payment	Auditor*
Submit payment claim to Commissioners Court for approval	Auditor
Approve payment of claim	Commissioners Court
Disburse payment of claim	County Treasurer

For the process to work smoothly, coordination among many County departments and offices is necessary. To avoid delays in the process and comply with County policy and state law, user departments should remember the following:

1. **Do not use purchasing strategies to avoid competition.** Strategies that are prohibited by law include: component purchases (purchasing components that would normally be purchased as a whole); separate purchases (purchasing items separately in a series of purchases that normally would be purchased as a single purchase); and sequential purchases (purchases made over a period of time, or from different funding sources that normally would be one purchase). According to Texas Local Government Code §262.034(a), a county officer or employee who intentionally or knowingly makes or authorizes separate, sequential, or

component purchases to avoid the competitive bidding requirements of Section §262.023 is committing a Class B misdemeanor.

2. **Avoid activities and behaviors that are unethical and create a conflict of interest or the perception of a conflict of interest.** Examples of activities that are inappropriate include: soliciting or accepting gratuities of any kind (e.g. money, loans, gifts, favors) that exceed \$25 from present or potential contractors which might influence or appear to influence a purchasing decision; failing to disclose in writing to the Purchasing Agent a conflict of interest and not removing yourself from the procurement process when there is a conflict; and disclosing confidential proprietary information from solicitations to other vendors or using the information for personal gain.
3. **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. Purchasing will not process requisitions for which there is not adequate funding.
4. **Plan purchases to minimize the use of emergency and expedited purchases.** Rush purchases are generally more expensive and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives.
5. **Ensure that purchasing policies and procedures are understood before ordering.** Departments must assure that all employees responsible for making department purchase requests (“purchasing liaisons”) have read and understand the purchasing procedures in this Manual. Departments should also ensure that the liaisons attend training provided by the Purchasing Department.
6. **Coordinate with Purchasing on receipt of goods and services.** Since the County does not have centralized receiving, each department is responsible for individually receiving goods and services. Departments should call or e-mail the buyer listed on the purchase order to make Purchasing aware of vendor performance issues such as shortages, late delivery or damaged merchandise. If the item received is a fixed asset that must be tracked and reported, departments should call the Fixed Asset Specialist in Purchasing to coordinate tagging.

\*Vendor invoices shall be paid within thirty (30) days at time the invoice is received at the Bexar County Auditor’s Office.

#### **E. Small, Minority, Women-Owned Business Enterprise (SMWBE) Program**

Bexar County is committed to increasing the involvement of SMWBEs in the procurement process and to afford small, minority and women-owned businesses a fair opportunity to compete for all Bexar County contracts. Bexar County Commissioners Court has adopted *Administrative Policy 8.0* specifying the County’s goals for SMWBE participation. County staff with buying duties is expected to comply with the requirements of *Administrative Policy 8.0*, which is located on the SMWBE Web Page at <http://www.co.bexar.tx.us/smwbe/> or is available from the SMWBE Program Office.

Key elements of the policy include:

- An established goal that a minimum of 20% of all procurement dollars in the areas of Commodities, Equipment, Services, Professional and Personal Services, Maintenance and Construction are spent with minority and women owned business enterprises and a minimum of 30% of those procurement dollars are spent with small business enterprises;
- County departments and offices that purchase commodities and services on behalf of the County are required to make an effort to meet these goals.
- In an effort to accomplish these goals, the County will document attempts to solicit bids or proposals from a minimum of 1/3 SMWBE for competitive purchases.
- Departments will coordinate with the SMWBE Program Office and the Purchasing Department to document efforts made to identify and increase participation of SMWBEs in Bexar County procurements.
- The County departments and offices will document attempts to obtain quotes from SMWBEs for competitive purchases that are estimated to cost less than \$1,000 using vendor lists and/or price tabulations.
- The Purchasing Department will document attempts to solicit bids or proposals from SMWBEs for competitive purchases that are estimated to cost between \$1,000 and \$50,000 using vendor lists and/or price tabulations.
- The Purchasing Department will document attempts to solicit bids or proposals from a minimum of three SMWBEs for competitive purchases that are estimated to cost over \$50,000 using vendor lists and/or price tabulations.
- The County departments and offices will document attempts to solicit proposals utilizing SMWBEs for the purchase of professional and personal services using vendor lists and/or price tabulations.

## **SECTION 2**

### **PROCUREMENT PLANNING**

#### **A. Purpose**

Proper planning and identification of needs is essential to allow sufficient time to obtain quality goods and services at competitive prices through fair and open competition. The first step is to identify what is needed, when it is needed, the quantity needed and where it is needed. As the Department is considering its needs, it should contact Purchasing to coordinate various tasks such as identifying funding and developing specifications to ensure that there is sufficient procurement lead time to meet the Department's delivery requirements. Urgent or unrealistic delivery or performance schedules should always be avoided since it generally restricts competition and increases prices.



The *Model Purchasing Manual* states the purpose of the specification is “to provide purchasing personnel with a clear guide of what to buy and to provide vendors with firm criteria of *minimum* product or service acceptability. It is the responsibility of the Department to identify the specifications. A good specification should:

- Set the minimum acceptability of the good or service. The term minimum acceptability is key since the vendor must know the minimum standard to determine what to provide. Too high a standard could mean wasted tax dollars. Too low a standard, and the good or service may not meet the expectations of the user.
- Promote competitive bidding. The maximum number of responsible bidders should be able to bid to the specification. Restrictive specifications decrease competition.
- Include provisions for reasonable tests and inspections for acceptability of the good or service. The methods and timing of testing and inspection must be indicated in the specification. Tests should refer to nationally recognized practices and standards whenever possible.
- Provide an equitable award to the lowest qualified bidder. The buyer obtains goods or services that will perform to expectations, and the vendor is able to provide the goods or services at an equitable, agreed price.”

While specifications may be prepared by the Purchasing Department, the user department or an outside entity, the final authority and control of the specification resides with Purchasing to ensure that the specification is not too restrictive and that competition is promoted. Material changes to specifications will be coordinated with the user department.

## B. Types of Specifications

There are many types of specifications depending on the requirement. Specifications may also be a combination of the different types. Exhibit 2 provides a description of the types of specifications and their use.

**Exhibit 2: Specification Types**

Type	Description/Use
Design Specification	Detailed descriptions of a good or service, including details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details needed to produce an item of minimum acceptability. Design specifications are usually required for construction projects, custom-produced items and many services.
Performance Specification	Performance specifications have terms of required performance that describe the goods and/or services. They may include required power, strength of material, test methods, standards of acceptability and recommended practices.

Type	Description/Use
Combination Specifications	Combination specifications contain elements of both design and performance specifications. Some features of each are included to allow a vendor some freedom in meeting the performance needs of Bexar County and to require certain necessary design characteristics. This is probably the most common type of specification.
Brand-Name Specifications	Brand-name specifications list a good or service by brand name, model and other identifying specifications to limit the bidding to a single preferred product. This type of specification discourages competition and should be avoided unless the item is the only one that will satisfy Bexar County's requirement. It is useful for purchasing replacement parts where only the brand name item will work. It should be noted that a local government might have to explain in a court of law why another brand will not work, so this type of specification should be used judiciously.
Brand-name or Equal Specifications	Brand name or equal specifications are similar to brand-name specifications, except that equal products are acceptable in place of the named brand.
Qualified Products List Specifications	Also known as approved products list specifications, these specifications are based on a list of products, identified by manufacturers' names and model numbers and are the only acceptable items. These are used when quality is a critical factor and testing other products would be too time consuming or expensive.
Standard Specifications	Standard specifications include a single specification for one or more goods or services ordered on a recurring basis with the same general purpose. The same specification is used each time an order is placed or bids are advertised. Examples include office supplies, paper, janitorial supplies and copier service contracts. Standardized specifications will usually be more detailed than one-time specifications.

Source: Texas Comptroller's Model Purchasing Manual for Texas Cities and Counties, March 2003

### C. Developing Specifications and Specification Sources

The first step in writing specifications should be to try to obtain an existing specification before starting to write a new one. The existing specification can provide ideas and examples that can be used to customize the specification for Bexar County purposes. The user department should contact Purchasing for assistance in obtaining existing specifications to facilitate the specification development process.

There are numerous sources for specifications. These include: other governments, professional trade associations, professional purchasing associations and user knowledge. Specification libraries that are available include:

- Susan Combs Texas Comptroller of Public Accounts at: <http://www.windor.state.tx.us/procurement/pub/specifications-library/windownstatementgovernment>
- General Services Administration, Federal Supply Service – Specifications Section found at [www.gsa.gov](http://www.gsa.gov)

- Texas Department of Transportation Standard Specification Index located at [http://www.dot.state.tx.us/gsd/purchasing/tssi\\_alpha.htm](http://www.dot.state.tx.us/gsd/purchasing/tssi_alpha.htm)
- National Institute of Governmental Purchasing (contact Purchasing for assistance as this is available to members only)

Appendix B (1) of the Texas State Comptroller's Model Purchasing Manual for cities and counties provides additional references and sources for specifications and standards.

The characteristics of an effective specification include:

- Simple: Avoid unnecessary detail, but be complete enough to ensure that requirements will satisfy their intended purpose.
- Clear: Use terminology that is understandable to the department and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal jargon whenever possible.
- Accurate: Use units of measure that are compatible with industry standards. All quantities and packing requirements should be clearly identified.
- Competitive: Identify at least two commercially available brands, makes, or models (whenever possible) that will satisfy the intended purpose. Avoid un-needed "extras" that could reduce or eliminate competition and increase costs.
- Flexible: Avoid very inflexible specifications, which prevent the acceptance of a bid that could offer greater performance for fewer dollars. Use approximate values such as dimensions, weight, speed, etc. (whenever possible) if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10 percent rule of thumb unless otherwise stated in the specifications.

## **SECTION 4** **REQUISITIONS**

### **A. General Information**

A requisition is an automated form generated by a Department in the County system that requests (authorizes) the Purchasing Department to enter into a contract with a vendor to purchase goods or services using the requestor's budget. The requisition is for internal use and the Department cannot use it to order materials directly from a vendor.

Requisitions should fully describe to the Purchasing Department what to buy, when it is required, and where the goods are to be delivered or the services to be performed. Different types of information are required depending on the type of good or service requested. **Exhibit 3** identifies the steps to submitting a requisition and processing it into an order.

### Exhibit 3: Steps to Process a Requisition

Step	Responsibility	Source/Output
Gather necessary information to input requisition (source of supply)	Department	See Exhibits 3-6 for required information based on type of requisition
Enter requisition into County system with complete and accurate information	Department	Exhibits 3-6 (information)
Complete department approval and electronically forward to Auditor	Department	
Verify accounting information and sufficient funding and forward electronically to Purchasing	Auditor's Office	
Verify that information is complete and correct on requisition.	Purchasing	
Contact Department if information is incomplete or incorrect	Purchasing	
Modify requisition to reflect complete and accurate information	Purchasing	
Process requisition according to type and dollar value and generate Purchase Order	Purchasing	Completed Purchase Order
Send Purchase Order to vendor including standard terms and conditions	Purchasing	
File/distribute Purchase Order copies	Purchasing	

There are three basic types of requisitions for processing: routine, priority and emergency. Within routine and priority, there are additional types in the County system based on the estimated amount of the requisition.

**Routine requisitions.** These requisitions are for normal items and are processed using normal procedures. Purchase orders, contracts, blanket delivery and blanket purchase orders are routine types of purchases. Routine requisitions are normally processed within five business days. Processing may occasionally be extended in order to obtain best value.

**Priority requisitions.** These are requisitions for items needed sooner than the routine processing time. These are also known as “expedited” purchases. There are two types of priority purchases: 1) those that are walk-through, for items needed within 10 days to avoid a work interruption; and 2) work stoppage, for items needed immediately to avoid a work interruption because of unanticipated events. These do not qualify as emergency purchases. Failure to anticipate recurring needs in a timely manner does not meet priority or emergency criteria.

**Emergency requisitions.** These are for emergency purchases that meet the definitions outlined in the statute. Section 5(E) of this Manual provides detailed procedures on this type of requisition.

**Requisition Timeline.** Routine requisitions will be processed within five (5) business days. Priority and Emergency Requisitions will be processed immediately in order to receive item(s) and/or service(s) in a timely manner. Processing time may be extended due to requisition complexity, or researching the requested item(s) and/or service(s).

**B. Routine (Contract Items)**

This is a requisition submitted to order contract goods or services from an existing Bexar County contract. The requisition will become a contract Delivery Order. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. Please contact the Purchasing Department for information regarding contract item description, pricing, and availability. This information is critical to ensure that the correct item is ordered. **Exhibit 4** provides a checklist for the Department to follow to ensure that correct and complete information is obtained and entered in a requisition. The bolded items are data elements that are required for a complete and accurate requisition.

**Exhibit 4: Contract Requisition Checklist**

<b>Checklist Item</b>	<b>Source</b>
Check to ensure that contract is valid and not expired.	Contract Document – first page – expiration date and any contract modifications
Identify accounting line item(s) to be used and check to see that sufficient funds exist	AFS system - budget line items
Find the item(s) needed and obtain the following information from contract document: Contract number (e.g. BC 2003-131) Item number (e.g. 111) Item Unit of measure (e.g. EA) Item unit price Item description (first 5 words – e.g. Roll Towel Dispenser for non-perforated towels)	Contract Document  Summary Page Contract document item page Contract document item page Contract document item page Contract document item page
Find the vendor number associated with the contract vendor name	Contract Document (name) and AFS system (number)
Find the commodity code number for each item on the requisition	AFS system
Identify if date required falls within required delivery dates of contract	Contract terms and conditions
Identify if shipping is included in price or is a separate item	Contract terms and conditions
Identify department point of contact to whom the item will be delivered	Department employee name and telephone number
Identify the ship to location	AFS system SHIP table
Identify any specific delivery instructions (location, time of day etc.)	
Identify any special options that are available, but not part of the contract item description (e.g. color, fabric, etc.)	

Once these items have been identified, the Department will enter the requisition and process it according to the steps identified in Exhibit 3 of the Manual.

**C. Non-Contract Items (“Open Market”)**

This is a requisition submitted to order goods or services where there is not an existing Bexar County contract. The requisition will become a Purchase Order contract specifying the exact terms and conditions. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. This information is critical to ensure that the correct item is ordered. Departments are encouraged to follow the procedures in Section 5 of this Manual for vendor information.

**Exhibit 5** provides a checklist for the Department to follow to ensure that correct and complete information is obtained and entered in a requisition. The bolded items are data elements that are required for a complete and accurate requisition.

**Exhibit 5: Open Market Requisition Checklist**

<b>Checklist Item</b>	<b>Source</b>
Identify accounting line item(s) to be used and check to see that sufficient funds exist	AFS system - budget line items
Find the item(s) needed and obtain the following information: Manufacturer Name (e.g. Dell) Model Number (e.g. Pentium series II, model Number 135867) Unit of measure (e.g. EA) Unit price, quantity and total price Item description (complete description with as much detail as possible)	Vendor catalog, Internet research, etc. Helpful hint: copy the model description information from the source and either type it in the requisition or forward via interoffice mail or e-mail to purchasing. Also, identify where you got the information (e.g. Vendor Catalog p.22 or online) Example of complete item description for a file cabinet: File Cabinet, Vertical, 2 Drawer, Letter Size, Dimensions 27 3/4"H x 17 11/16"W x 25"D, Color: Parchment Shipping Weight: 320 Lb. MFG: FireKing P/N FK25
Follow procedures in Section 5 for vendor information.	Section 5 - Negotiated or Non-bid Purchases
Identify the vendor name and see if there is an associated vendor number in AFS system. If vendor is not in AFS system, get the following: Vendor name Vendor address Vendor telephone number Vendor POC (who you talked with)	AFS system (number)
Find the commodity code number for each item on the requisition	AFS system
Identify date required	
Identify if shipping is included in price or is a separate item	

Checklist Item	Source
Identify department point of contact to whom the item will be delivered	Department employee name and telephone number
Identify the ship to location	AFS system SHIP table
Identify any specific delivery instructions (location, time of day etc.)	
Identify any special options that are available, but not part of the item description (e.g. color, fabric, etc.)	

Once these items have been identified, the Department will enter the requisition and process it according to the steps identified in Exhibit 3 of the Manual.

#### D. Blanket Delivery Order (BDO)

This is a requisition submitted to order contract goods or services where there is an existing Bexar County contract. However, there are no specific items identified on the requisition. This is similar to setting up a charge account with established controls and an established ceiling. The requisition will become a Purchase Order based on the terms and conditions of the existing contract. Once the BDO is established, orders for specific goods or services are placed with the vendor against the BDO contract until the ceiling is reached.

Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. **Exhibit 6** provides a checklist for the Department to follow to ensure that correct and complete information is obtained and entered in a requisition. The bolded items are data elements that are required for a complete and accurate requisition. Follow procedures in Section V for vendor information.

#### Exhibit 6: Blanket Delivery Order Requisition Checklist

Checklist Item	Source
Check to ensure that contract is valid and not expired and identify the beginning and end dates that the BDO will cover based on contract expiration date	Contract Document – first page – expiration date
Find the Contract number (e.g. BC 2011-131)	Contract Document
Identify accounting line item(s) to be used and check to see that sufficient funds exist	AFS system - budget line items
Identify the vendor number in County finance system. Follow procedures in Section 5 for vendor information.	AFS system (number)
Identify the basic description of what is being procured from the Contract Title (e.g. plumbing supplies)	Contract Document – first page
Use the commodity code number set up for BDOs	Commodity Code = 9999902
Use the unit of measure specified for BDOs	Unit of Measure = MO for month
Identify the quantity (number of months) that BDO will be in place	Quantity will be 1-12 depending on the start and end dates desired for the BDO

Checklist Item	Source
Identify the desired unit cost and total cost based on the estimated contract ceiling desired	Department
Identify department point of contact to whom the item will be delivered	Department employee name and telephone number
Identify the ship to location	AFS system SHIP table
Identify any specific delivery instructions (location, time of day etc.)	Department
Identify the individual(s) who are authorized by the department to place orders against the BDO. Information that is required includes: Employee name, title, telephone number, and driver's license number	This is to be specified in writing to Purchasing when it is determined (before the BDO requisition is entered) and must be entered in the BDO requisition

Once these items have been identified, the Department will enter the requisition and process it according to the steps identified in Exhibit 3 of the Manual.

### E. Manual Requisitions Paid Through the Auditor's Office

In most instances, purchases should be made using an on-line requisition, however, there are specific types of purchases where the use of an on-line requisition is not efficient or effective.

Request for Payment Form 100. Effective January 2004, the Auditor has replaced the manual requisition form with a Request for Payment Form.

The *Request for Payment Form* with supporting documentation should be forwarded to the Auditor's Office in order to pay the following types of claims:

- Postage
- Shipping
- Tort Claims
- Professional Membership Fees
- Child Care Expenses Provided Through Grants
- Diesel Fuel and Quarterly Taxes
- Employee Reimbursements (e.g. cellular phone bills, employee recognition events, County sponsored meetings, etc.)
- Refunds (lost books, park facilities, license fees and taxes)

Claim that do not require a *Request for Payment Form* or an on-line requisition to initiate payment include:

- Travel Advance / Travel Advance Payment Request Form (1201) and supporting documentation is acceptable to obtain a Travel Advance or to request the Auditor's Office pay in advance conference registration fees, etc. (See "Travel Policies, Guidelines, and Procedures" T-1 on the County Intranet). The Auditor's Office will be responsible for the assignment of document numbers which will be employee number and date of travel.

- County Travel Expense Claim Form (1205) and supporting documentation is acceptable to obtain reimbursement for out of County expenses. (See “Travel Policies, Guidelines, and Procedures” T-1 on the County Intranet). The Auditor’s Office will be responsible for the assignment of document numbers that will be employee number and date. A supplemental number will be used if an advance has been given.
- Automobile Expense Claim Form (1241) and supporting documentation is acceptable to obtain reimbursement for the county travel (mileage) and related parking expenses. (See “Mileage Reimbursement” policies and procedures T-5 on the County Intranet). The Auditor’s Office will be responsible for the assignment of document numbers, which will consist of mileage date range (i.e. mil0101 – 0130).
- Court Appointed Attorney Fees and related expenses, Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses must be submitted on the forms currently used.

Utilities expenses are paid directly and do not require the submission of any type of form. Departments are encouraged to contact the Auditor’s Office at 210-335-2301 with any questions or to request the released forms.

## **SECTION 5** **NEGOTIATED OR NON-BID PURCHASES**

### **A. Items Less than \$50,000**

According to Texas Local Government Code, §262.011(d), the Purchasing Agent sets the procedures and is authorized to select and purchase goods and services that are less than \$50,000 to meet the needs of departments. The Purchasing Agent is authorized to select the vendor and to complete all actions necessary to execute a contract without specific Commissioners Court approval.

See [http://www.co.fannin.tx.us/ips/export/sites/fannin/downloads/purchasing/job\\_descript.pdf](http://www.co.fannin.tx.us/ips/export/sites/fannin/downloads/purchasing/job_descript.pdf) for additional information.

The Bexar County Purchasing Agent has identified that although competition is not required, employees will obtain competitive quotes when deemed necessary. In a cooperative effort to ensure technology compliance, the Purchasing Department will actively include the Bexar County Information Services Department (BCIT) when any acquisition involves information technology (I/T) related products such as: hardware, software, or I/T support services. At the receipt of any request for Purchasing Department participation that may result in an acquisition involving an I/T component, the Purchasing Department, to the best of its ability, will determine if this requirement has any I/T implications. If it so determined, the Purchasing Department will notify BCIS as part of the acquisition process. Although competition is not required, the Purchasing Department recommends cost comparison and use of SMWBEs whenever possible.

Departments are encouraged to utilize a list of SMWBEs by contacting the SMWBE Program Office, Purchasing Department or accessing the vendor list on the County finance system.

**B. Items less than \$1,000**

Purchasing Department staff will review submitted Requisitions for accuracy. This includes verifying the department recommended vendor and the vendor's pricing and delivery methods. Purchasing Department staff will assist Departments and Offices with product/service and vendor search if necessary. Purchasing Department staff, after verifying all information within the Requisition, will issue the Purchase Order without further competition.

**C. Items between \$1,000 and \$2,499**

Purchasing Department staff will verify all information within the submitted requisition for accuracy. The Purchasing Department staff will utilize a "vendor rotation" process through the Contract Diversity Management System (CDMS). Vendors will be exported from CDMS based on Commodity or Service into an Excel Spreadsheet. Purchasing Department staff will use the Requisition recommended vendor to include the top two vendors from the exported file to obtain a total of three (3) quotes. The lowest quote will be issued a Purchase Order. The process will continue when another Requisition is submitted for the same commodity or service by soliciting the next two (2) vendors on the exported file thereby providing a vendor rotation process. Commodities or Services that are on contract or Cooperative Agreement will be processed without competition or vendor rotation.

**D. Items between \$2,500 and \$49,999**

For items that exceed \$2,500 but are less than \$50,000, the Purchasing Department will attempt to obtain competition (minimum of three sources) by one of the following methods. The method selected will depend on the complexity of the specifications, and, the criticality of purchase or delivery requirements. SWMBE's will be asked to participate in the acquisition process in accordance with the Bexar County Administrative Policy 8.0.

- Request For Quote (written, fax, telephone).
- Recommended methods for obtaining competition include:
  - Use of other local government contracts or cooperative agreements
  - Use of Invitation For Bids/Request For Proposals
  - Posting notification on Internet based Purchasing Notification System Texas E-Purchasing Group (TEG).
  - Export vendors from the Contract Diversity Management System (CDMS)

In general, all items above \$2,500 are advertised on the TEG system located at <http://www.govbids.com/scripts/teg/public/OpenBids/SelectAgency.asp>. The Purchasing Department will also send bid information to vendors that are on the automated bidder's list. Competitive bids are the preferred method used for items that exceed \$50,000.

Departments will use a requisition for this type of purchase. The requisition will be processed using the steps identified in Section 4(A) and should include the data elements identified in Section 4(B) of this Manual. In preparing the requisition, the Department will identify and develop specifications for the item in as much detail as possible and will identify suggested vendors from whom the item can be obtained.

The Purchasing Department will use the detail in the requisition to develop the materials to solicit a quote or competitive bid. If a Request for Quote solicitation method is used, Purchasing will document the following information received from the vendor on a request for quote form:

- vendor name and address;
- item description (this should be as detailed as possible);
- required quantity;
- required delivery date; and
- terms and conditions of purchase (price, shipping terms, etc.).

If a competitive process is used, the vendor will submit the bid using the prescribed forms. The Purchasing Department will address any deviations to the County bid forms or proposal document terms and conditions with a legal representative from the County District Attorney's Office. No County employee may award a contract or supplier legal document that contains terms and conditions not previously approved by an authorized legal representative.

## **E. Emergency Purchases**

The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a) (1), which allows the Commissioners Court to exempt procurement for an emergency defined as:

- an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
- an item necessary to preserve or protect the public health or safety of the residents of the county; or
- an item necessary because of unforeseen damage to public property.

See [http://www.lawserver.com/law/state/tx-codes/texas\\_local-government-code-252-024](http://www.lawserver.com/law/state/tx-codes/texas_local-government-code-252-024) for more information on exempted procurements based on an emergency.

Note: Procurements needed to prevent a work stoppage are not an emergency. These are expedited procurements and are covered in Section 5(G) of this Manual.

All emergency exemption orders must be processed through the Purchasing Department. For items less than \$50,000, the Purchasing Agent will authorize any action to be taken. For items that exceed \$50,000, the Purchasing Agent will submit the order and agenda item for Commissioners Court approval. **Exhibit 7** outlines the procedures for processing an emergency purchase during normal business hours (8 a.m. to 5 p.m., Monday through Friday).

**Exhibit 7: Emergency Purchase Procedures (Normal Business Hours)**

<b>Step</b>	<b>Responsibility</b>	<b>Output</b>
Contact the Purchasing Department for immediate purchasing assistance. Purchasing Department (335-2211)	Department	Telephone or e-mail
Coordinate funding with Auditor's Office.	Department and Auditor's Office	See Exhibit 4 of Manual for requisition information requirements
Provide written justification to Purchasing Department (preferably e-mail) with full details documenting emergency and requirement. Justification shall include: description of the current situation; description of good or service required; absolute latest acquisition time that good/service can be purchased without injury or loss to property and/or life; and consequences if emergency procurement is not processed within timetable.	Department	Written memorandum or E-mail
Determine proper sourcing method based on justification provided	Purchasing or Department	
Contact source(s) based on time permitted. Methods followed include: Immediate danger. Contact vendor. Time permits. Contact the number of vendors considering the nature of the emergency and consistent with the SMWBE Administrative Policy 8.0.	Purchasing or Department	Documentation of method used and vendor(s) contacted
Process requisition into a Purchase Order.	Purchasing Department	Purchase Order
Send Purchase Order to vendor confirming order, file, and distribute remaining copies.	Purchasing Department	Purchase Order copies
Monitor performance and accept goods and/or services.	Department	
Develop exemption order and submit agenda item for Commissioners Court approval (items exceeding \$50,000 only)	Purchasing Department	Exemption Order and Court Agenda Item

For after-hours (Monday through Friday, before 8 a.m. and after 5 p.m., nights, holidays and weekends) emergency purchases, the Department should at a minimum contact the Purchasing Department using the after-hours contact numbers. The Department should handle the procurement based on the emergency. On the first working day after the emergency purchase, the Department must enter a purchase requisition into the AFS System and provide written documentation to the Purchasing Agent concerning the details of the emergency purchase.

Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County’s ability to approve the claim for payment. **Exhibit 8** outlines the procedures for processing an “after-hours” emergency purchase.

**Exhibit 8: After-Hours Emergency Purchase Procedures**

<b>Step</b>	<b>Responsibility</b>	<b>Output</b>
Contact the Purchasing Department to notify it of the emergency. Emergency contact numbers include: Cell Phone: (854-7109)	Department	Telephone
Contact source(s) based on time permitted. Methods followed include: Immediate danger. Contact vendor. Time permits. Contact the number of vendors considering the nature of the emergency and consistent with the SMWBE Administrative Policy 8.0.	Department	Documentation of method used and vendor(s) contacted
Monitor performance and accept goods and/or services.	Department	
Coordinate funding and input a requisition explaining the emergency, identifying the emergency goods and or services (This must be accomplished within 24 hours of emergency or first workday after placing call).	Department	See Exhibit 4 of Manual for requisition information requirements
Provide written documentation to Purchasing Department (preferably e-mail) with full details documenting emergency, requirement and steps taken to handle the emergency (This must be accomplished within 24 hours of emergency situation). Documentation shall include: Name and telephone number of County staff who placed call to vendor; description of the emergency situation; description of good or service required; impacts that required the emergency to be handled immediately; steps taken to handle the procurement (including vendors contacted/quotes obtained) if emergency procurement is not processed within timetable	Department	Written memorandum or E-mail
Process requisition into a Purchase Order.	Purchasing Department	Purchase Order
Send Purchase Order to vendor, file, and distribute remaining copies.	Purchasing Department	Purchase Order copies
Develop exemption order and submit agenda item for Commissioners Court approval (items exceeding \$50,000 only)	Purchasing Department	Exemption Order and Court Agenda Item

**F. Expedited Purchases**

An expedited purchase is the purchase of any goods or services needed sooner than if obtained through a normal purchasing process - either informal or formal. The normal processing times are informal (request for quotes) – less than 30 days and formal (Invitation for Bid or Request For Proposal) – less than 65 days. Expedited purchases are generally used to prevent work stoppage or loss of the government’s money. Expedited purchases are not emergency purchases and are subject to all applicable bidding requirements. There are two types of expedited purchases: walk-through and work-stoppage.

Walk-through purchases are for items needed within 10 days to avoid a work interruption or loss of service or when there would be a significant added cost of operations. Work-stoppage requisitions are for items needed immediately to prevent work stoppage due to unanticipated requirements. The main difference between the two is in processing times. The Purchasing Department starts the work-stoppage process immediately after telephone notification.

**Exhibit 9** outlines the procedures for processing an expedited purchase.

**Exhibit 9: Expedited Purchase Procedures**

<b>Step</b>	<b>Responsibility</b>	<b>Output</b>
Contact the Purchasing Department for immediate purchasing assistance and any special instructions on processing walk through. Purchasing Department (335-2211)	Department	Telephone or e-mail
Generate a requisition and notify appropriate parties: Coordinate funding with Auditor’s Office Coordinate with Auditor’s Office for immediate approval Input a requisition explaining the situation and identifying the need for expedited goods and or services Approve requisition online and forward electronically to Auditor’s Office Contact Purchasing Department with requisition number	Department and Auditor’s Office	See Exhibit 4 of Manual for requisition information requirements
Develop justification/documentation and submit it immediately (at the same time requisition is generated) to Purchasing Department with full details documenting situation and requirement. Justification may be e-mailed or hand carried and shall include: description of the need for walk-through; description of good or service required; absolute latest acquisition time that good/service can be purchased without affecting work; and consequences if procurement is not processed within normal timetable	Department	Written memorandum or E-mail
Determine proper sourcing method based on justification provided.	Purchasing Department	

<b>Step</b>	<b>Responsibility</b>	<b>Output</b>
Contact source(s) based on time permitted.	Purchasing Department	Documentation of method used and vendor(s) contacted
Process requisition into a Purchase Order.	Purchasing Department	Purchase Order
Send Purchase Order to vendor and file and distribute remaining copies.	Purchasing Department	Purchase Order copies
Monitor performance and accept goods and/or services.	Department	

### **G. Exempt Purchases (Non-Emergency)**

According to the Texas Local Government Code, §262.024, many goods and services can be exempt from the competitive procurement process if the Commissioners Court orders the purchase exempt. The following is a list of these circumstances that are non-emergency exemptions:

- Personal or professional service;
- Individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any 3-month period;
- Land or right-of-way;
- Sole source items (as specified in 262.024);
- An item of food;
- Personal property sold (as specified in 262.024);
- Any work performed under a contract for community and economic development made by county under Section 381.004; or
- Lease/maintenance renewals or extensions (as specified in 262.024(b)(1)).

See <http://www.statutes.legis.state.tx.us/docs/lq/html/lq.262.htm#262.024> for more information on exempted procurements.

This section of the Manual will concentrate on the most frequently exempted procurements in Bexar County: services, sole source items and renewals of leases or equipment maintenance agreements.

## H. Professional and Personal Services

The Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) applies to acquisition of the following services: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or nursing.

Award of a contract for these professional services may not be on the basis of competitive bids but rather on the basis of demonstrated competence and qualifications, and a fair and reasonable price.

In addition to those services specifically covered by the Professional Services Procurement Act, there are other services that may be considered either professional or personal and therefore exempt from competitive bidding. The Purchasing Agent must rely on court cases and attorney general opinions to determine what services are included.

According to the Model Purchasing Manual for Texas Cities and Counties, "Although attorneys general usually refrain from determining whether a particular service is a professional service, they have issued opinions responding to a number of questions regarding the question of when a purchase qualifies under the personal and professional exemption. These opinions have held that the term professional/personal services may encompass more than the services of physicians, attorneys or others traditionally regarded as professionals. Professional/personal services may include "members of disciplines are requiring special knowledge or attainment and a high order of learning, skill and intelligence." according to the Texas Attorney General's Office."

Some of the areas not mentioned in the Professional Services Procurement Act that state courts and Texas attorneys general have ruled as excused under the professional and personal exemption that are listed in the *Model Purchasing Manual for Texas Cities and Counties* include:

- contracts for preparing tax rolls, tax reports, tax statements, inventory and proof rolls;
- contracts involving the coordination of investigation of crimes;
- contracts for services of a construction manager;
- contracts for services of a third-party administrator of insurance benefits;
- employment of an auditor; and
- contracts for plat books and abstracts.

When the determination of whether or not a service qualifies for exemption is not clear, the Purchasing Agent will seek guidance from the District Attorney. Those exempt items or services that are competitively bid will be purchased following the steps similar to those shown in **Exhibit 15** of this Manual.

Once the request for the exemption has been determined, the exemption order will be developed in parallel with the contract and will be included in the contract document for approval by Commissioners Court. **Exhibit 10** outlines the procedures for processing an exempted services purchase handled by the Purchasing Department.

### Exhibit 10: Exempted Services Purchase Procedures

Step	Responsibility	Output
Draft and submit memo to Purchasing Agent requesting exemption. Memo should be submitted on department letterhead and signed by the official or department head. The memo should include: Specific details and a comprehensive explanation of why an exemption should be granted; and The name of the contractor, a brief description of the services covered by the exemption and the expected maximum cost.	Department	Memo requesting exemption
Identify and document services desired for the contract and submit to the Purchasing Department. Documentation should include: A scope of work that defines tasks and deliverables that the contractor is expected to perform and the expected timetable for delivery; Specific qualifications required (if applicable); and Fee rates such as hourly rates (as applicable)	Department	Documentation for contract development
Input a requisition corresponding to requested exempted contract amounts.	Department	See Exhibit 4 of Manual for requisition information requirements
Evaluate request for exemption	Purchasing Department	
Negotiate contract price and terms with recommended vendor and develop contract documents.	Purchasing, District Attorney, and Department	
Distribute draft contract to applicable parties for review (vendor, user department, auditor, district attorney etc.)	Purchasing Department	Draft contract with comments
Work with assigned district attorney to compile draft changes into final document.	Purchasing Department	Final contract document
Obtain necessary signatures on contract document	Purchasing Department	Original and signed contract copies
Prepare and submit agenda item for Commissioners Court approval	Purchasing Department	Agenda item with contract and copies
Approve contract award (with exemption)	Commissioners Court	
Receive approved contract, prepare originals and copies for distribution with appropriate award documents.	Purchasing Department	
Process requisition into Contract Delivery Order (purchase order) based on awarded contract terms and conditions	Purchasing Department	Delivery Order (purchase order)

Step	Responsibility	Output
Send Delivery Order to vendor and file and distribute copies	Purchasing Department	

## I. Sole Source Purchases

Section §262.024 of the Texas Local Government Code lists procurements that may be exempted from competitive bidding requirements as a sole source purchase. A sole source item is defined by §262.024 as an item that can be obtained from only one source including:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts, or books;
- electric power, gas, water and other utility services; and
- captive replacement parts of components for equipment.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by Commissioners Court, and must be reflected in the Court’s meeting minutes.

**Exhibit 11** outlines the procedures for processing a sole source purchase.

### Exhibit 11: Sole Source Purchase Procedures

Step	Responsibility	Output
Draft and submit memo to Purchasing Agent requesting sole source. Memo should be submitted on department letterhead and signed by the official or department head. The memo should include: The specific basis for the sole source according to statute (e.g. patents, copyrights, captive parts, films, manuscripts, monopoly, etc.) Specific details and a comprehensive explanation of why a sole source should be granted; The name of the contractor, a detailed description of the items covered by the sole source and the expected maximum cost; and Method and research used to determine that the item was available only from single source.	Department	Memo requesting sole source, Appendix B (3).  See introduction of this section of the Manual for allowable sole source conditions.
Input an “open market” requisition, approve requisition and electronically route for processing.	Department	See Exhibit 4 of Manual for requisition information requirements

<b>Step</b>	<b>Responsibility</b>	<b>Output</b>
Validate the applicability of the sole source by testing the market for suppliers and/or brand equal items. Note: If the Purchasing Department can identify other sources, the sole source exemption may not be granted. If this is the case, the Purchasing Department will notify and will coordinate with the department to procure the item(s) according to the appropriate solicitation method.	Purchasing and Department	
Approve the sole source exemption request and document the existence of only one source in a memorandum	Purchasing Agent	
Prepare and submit agenda item (including sole source memorandum from Purchasing Agent) for Commissioners Court notification.	Purchasing and Department	
Approve sole source exemption and file for record in Court minutes.	Commissioners Court and County Clerk	Approved sole source exemption order
Process requisition into Purchase Order	Purchasing Department	Purchase Order
Send Purchase Order to vendor and file and distribute copies	Purchasing Department	

#### **J. Renewals of Equipment Leases and Maintenance Agreements**

Equipment lease extensions and maintenance agreement renewals are exempt from competition according to Texas Local Government Code §262.024(b)(1) if the Commissioners Court by order grants the exemption and if the following three conditions exist:

- the lease or agreement has gone through the competitive bidding procedure within the preceding year;
- the renewal or extension does not exceed one year; and
- the renewal or extension is the first renewal or extension of the lease or agreement.

#### **K. Brand Name Purchases**

Brand Name Purchases will be treated the same as a request for an exemption. The user department must provide the justification for the request. The Purchasing Agent will evaluate such requests on a case-by-case basis and either approve the request or defer the approval to the Commissioners Court.

**Exhibit 12** outlines the procedures for processing a brand name purchase request.

**Exhibit 12: Brand Name Purchase Procedures**

<b>Step</b>	<b>Responsibility</b>	<b>Output</b>
Draft and submit memo to Purchasing Agent requesting brand name purchase. Memo should be submitted on department letterhead and signed by the official or department head. The memo should include: Specific details and a comprehensive explanation of why a brand name request should be granted; and Specification of the item	Department	Memo requesting brand name purchase
Input an "open market" requisition, approve requisition and electronically route for processing.	Department	See Exhibit 4 of Manual for requisition information requirements
Approve request for brand name purchase or prepare and submit agenda item for Commissioners Court approval (if request is not approved, the Purchasing Department will coordinate with the user department on the appropriate procurement method)	Purchasing	Agenda item with brand name request
Approve brand name request	Commissioners Court	
Process requisition into Purchase Order	Purchasing	Purchase Order
Send Purchase Order to vendor and file and distribute copies	Purchasing	

**L. Purchasing Card Purchases**

In accordance with Texas Local Government Code §262.011(l), the county Purchasing Agent may have assistants to aid in the performance of the Agent's duties. A person is authorized by the county Purchasing Agent to use a county Purchasing Card while making a county purchase is considered an assistant of the county Purchasing Agent to the extent the person complies with the rules and procedures prescribed for the use of county Purchasing Cards as adopted by the county Purchasing Agent.

Bexar County provides the procurement card (Purchasing Card) to provide immediate access to goods and/or services and can dramatically shorten the process time necessary in the traditional requisition process. Those individuals who have been issued Purchasing Cards (Purchasing Cardholders) may initiate a transaction within the limits of this procedure and receive goods.

Therefore, the Purchasing Agent has designated a Purchasing Card Program Specialist as the Bexar County's Coordinator for the PCS program and has the sole discretion to determine the assignment, usage and control of the Purchasing Cards. The Purchasing Card Program Specialist shall also maintain all records of Purchasing Card requests, dollar limitations, Purchasing Cardholder transfers and any lost/stolen/destroyed Purchasing Card information.

## 1. Key Terms

Reviewer/Approver - The County personnel designated by the Department Head/Elected Official who reviews and approves a Purchasing Card transaction and verifies the required documentation.

Purchasing Cardholder – Bexar County personnel authorized to make purchases using the Purchasing Card in accordance with the procedures as set out in this Manual.

Purchasing Card Program Specialist – Located in the County Purchasing Department and is responsible for processing Purchasing Cardholder applications and agreements, issuing Purchasing Cards, providing training to Purchasing Cardholders, assisting Purchasing Cardholders with inquiries, monitoring Purchasing Card usage, and revoking Purchasing Cardholder privileges.

Single Purchase Limit – A dollar amount placed on Purchasing Cards as established by the Purchasing Agent and identified in this Manual.

Statement of Account – A monthly summary of all transactions processed by the bank for the Purchasing Card.

Expense Report – An online report provided by the bank detailing Purchasing Cardholder transactions.

Purchasing Card Transaction Log – A manual log of all transactions for a Purchasing Cardholder.

## 2. Receiving A Purchasing Card

Only Department Heads/Elected Officials may propose personnel to be Purchasing Cardholders. To receive a Purchasing Card the proposed applicant must agree to the following minimum requirements:

### 2.1 Purchasing Cardholder Eligibility

Prior to receiving a Purchasing Card, the applicant must:

- Provide evidence of employment by Bexar County;
- Obtain approval from the Department Head/Elected Official;
- Identify a Reviewer/Approver (other than the Purchasing Cardholder);
- Complete a signed Purchasing Cardholder Application;
- Complete a signed Purchasing Cardholder Agreement;
- Attend training on Purchasing Card Guidelines; and
- Agree that the Purchasing Agent may cancel the Purchasing Card privileges at any time without cause.

## **2.2 Purchasing Cardholder Liability**

The Purchasing Card is a corporate charge card, which will not affect the Purchasing Cardholder's personal credit; however, it is the Purchasing Cardholder's responsibility to ensure that the Purchasing Card is used within the Purchasing Guidelines as well as those policies and procedures relating to the expenditure of County funds. Failure to comply with the guidelines may result in permanent revocation of the Purchasing Card privileges, and notification of the situation to the Department Head/Elected Official. Further disciplinary action may include termination of employment and/or holding the Purchasing Cardholder personally liable for the transactions.

## **3. Authorized Purchasing Card Use**

The Purchasing Card has the Purchasing Cardholder name embossed on it and shall be used only by the Purchasing Cardholder. No other person is authorized to use the Purchasing Card. The Purchasing Cardholder may make transactions on behalf of their department. Purchases with the Purchasing Card will be allowed provided the Purchasing Cardholder can meet the following general guidelines:

- The total value of a transaction (including freight) shall not exceed the County's single purchase limit, currently \$1,000.00. This limit must be strictly adhered to. Do not split purchases into multiple transactions to avoid the single purchase limit. In no event may the purchase limit of a single transaction exceed \$1,000.00 including freight. If extenuating circumstances occur, the Purchasing Agent or Purchasing Card Program Specialist must be consulted immediately for guidance.
- The Department Head/Elected Official or individual with budgetary responsibility for the accounts will determine the monthly purchase limit (which is not to exceed \$10,000.00) for the Purchasing Cardholder. The Department Head/Elected Official may request any monthly purchase limit below \$10,000.00. If no limit is selected, the limit will default to \$10,000.00 or an amount set by the Purchasing Card Program Specialist. The monthly purchase limit as noted on the Purchasing Card Application Form should be carefully decided according to the funding source or contract associated with the Purchasing Card.
- All items purchased shall be available immediately at time of purchase with no back ordering allowed.
- The Purchasing Cardholder, Reviewer/Approver and Department Heads/Elected Officials must agree not to purchase from restricted businesses and/or commodities.
- The Purchasing Cardholder shall inform the vendor that the purchase of goods and services are tax-exempt.

#### **4. Purchase of Travel Services**

Bexar County provides the procurement card specifically designed for the purchase of travel services (Travel Card). The purpose of the Travel Card is to allow authorized employees to purchase commodities and services (that are restricted under the Purchasing Card) when traveling on official County business.

- The Department Head/Elected Official must approve the application for a Travel Card. An approved Purchasing Cardholder Application submitted to the Purchasing Card Specialist is used for this purpose. Please indicate your desire to purchase these services on the Purchasing Card Application. Once approved, a Travel Card will be issued.
- Any purchase of travel services made using the Travel Card must be in accordance with this Manual and the Bexar County Accounting Procedures Manual, Travel Guidelines, Policies and Procedures. Please contact the Bexar County Auditor for the required forms. All other Purchasing Card requirements and approvals apply.
- Purchase of Contracted Goods and Services
- The Purchasing Card may be used to purchase goods and services that are under existing agreements to expedite the ordering and payment processes. Please contact the Purchasing Card Specialist for additional information.

#### **5. Purchase of Contracted Goods and Services**

The Purchasing Card may be used to purchase goods and services that are under existing agreements to expedite the ordering and payment processes. Please contact the Purchasing Department Card Specialist for additional information.

#### **6. Unauthorized Purchasing Card Use**

- The Purchasing Card shall not be used for the items shown in the Purchasing Card Restrictions, Section 5 of this Manual.
- Department Heads/Elected Officials may coordinate with the Purchasing Agent or Purchasing Card Program Specialist to enact a more restrictive policy regarding usage of Purchasing Cards in their respective department.

Important: A Purchasing Cardholder who makes unauthorized purchases, carelessly uses the Purchasing Card or fails to turn in the appropriate documentation may be liable (up to and including payroll deduction) for the total dollar amount of the unauthorized purchases, plus any administrative fee charged by the bank in connection with the misuse. Additionally, the Purchasing Cardholder may be subject to disciplinary action, including loss of Purchasing Card privileges and/or termination of employment.

## 7. Making a Purchase

Purchasing procedures permit a purchase of goods or services if their value is \$1,000.00 or less. It is the policy to seek competition when possible, use existing contracts and seek the lowest prices within the parameter of quality and delivery. Accordingly, whenever making a Purchasing Card purchase, the Purchasing Cardholder will check sources of supply as reasonable to the situation to assure the best price and delivery. The Purchasing Department has established price contracts and vendor lists to identify suppliers.

Purchasing Cardholders will perform the following when making a purchase:

- Review SMWBE databases to see if a SMWBE supplies that particular good or service. The SMWBE databases can be obtained from the SMWBE Program Office or the Purchasing Department;
- Check the suppliers list for all non-emergency purchases for vendors and prices already established. If not, solicit a number of sources as reasonable to the situation. If vendors furnish standing price quotations or catalog prices on a recurring basis, check that the price listed is current;
- Select a vendor based on vendor confirmation that the good or service is available, meets the specification and delivery requirements, etc., and perform the following;
- Confirm that the vendor agrees to accept the Bexar County Purchasing Card; and Direct the vendor to include the following information on the shipping label and packing list:
  - ✓ Purchasing Cardholder's name and telephone number;
  - ✓ Complete delivery address;
  - ✓ The words "Purchasing Card Purchase"; and
  - ✓ The vendor's order number.

**Important:** Delivery should be coordinated to the Purchasing Cardholder ordering the merchandise to ensure that the documents necessary for the record keeping are readily available to the Purchasing Cardholder.

## 8. Purchasing Cardholder Record Keeping

Whenever a Purchasing Card purchase is made, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the Purchasing Cardholder's Expense Report of account and must contain specific information for each item purchased.

When the purchase is made over the counter, the Purchasing Cardholder shall retain the invoice and original "customer copy" of the charge receipt. Before signing this slip, the Purchasing Cardholder is responsible for making sure the vendor lists the quantity, fully describes the item(s) on the charge slip and charges no sales tax. The transaction's details should be added to the Purchasing Cardholder's "Purchasing Card Log" (See Appendix (6) for example).

A lost purchase receipt may be replaced with a proof of purchase form (Certification of Occurrence) by contacting the County Auditor. The Certification of Occurrence must be signed by your Department Head/Elected Official and will become part of the required transaction documentation.

## **9. Review and Reconciliation of Expense Report**

### **9.1 Purchasing Cardholder Review and Reconciliation of Expense Report**

On the first business day of each workweek, the Purchasing Cardholder shall download from the bank the list of Purchasing Cardholder's transaction(s) from the previous week (Expense Report). The Purchasing Cardholder shall check each transaction listed against their Purchasing Card Log (Appendix (6)), receipts and any shipping documents to verify charges listed on the Expense Report.

The original sales documents (packing slip, invoice, cash register tape and credit Purchasing Card slips, etc.) for all items listed on the Expense Report must be neatly attached, in purchasing sequence, to the statement. This attachment is critical to enable audit substantiation. If this routine is not adhered to, the Purchasing Card will be revoked. The careful matching of complete support documents to the Purchasing Card Log and then to the statement is vital to the successful use of the Purchasing Card. After this review, the Purchasing Cardholder shall sign the Expense Report, and present the Expense Report to their Reviewer/Approver for approval and signature. Each Department Head/Elected Official may designate one or more Department Reviewer/Approvers for their Purchasing Cardholders.

The Expense Report is used for transaction verification and updates (account codes, descriptions or other pertinent information) necessary to approve the payment. A completed Expense Report, and supporting documentation, will be submitted by the Purchasing Cardholder to the Reviewer/Approver, then to the County Auditor for payment.

### **9.2 Reviewer / Approver – Review and Reconciliation of Expense Report**

The Reviewer/Approver shall check the Expense Report and Purchasing Card Transaction Log and confirm with the Purchasing Cardholder the following items as a minimum:

- ✓ Receipts exist for each purchase;
- ✓ The goods were received or the services performed;
- ✓ Purchases are for official County business;
- ✓ The Purchasing Cardholder has complied with applicable procedures;
- ✓ Reviewing vendor receipts attached to the Expense Report for inappropriate purchases or uses of the Purchasing Card and to ensure that tax has not been charged;
- ✓ Approving reconciliation of charges to Expense Report;

- ✓ Resolving disputes with the vendor or bank not resolved by the Purchasing Cardholder; and
- ✓ The approval from Reviewer/Approver's indicates the authorized transactions were made accordance with the applicable policies and procedures and are submitted to the County Auditor for payment.

### **9.3 Approved Expense Reports**

The Purchasing Cardholder shall review the Expense Report and secure the Reviewer/Approver online approval within two (2) working days of receipt. An approved Expense Report and appropriate documents shall be forwarded immediately to the County Auditor for payment. Each department will be responsible for keeping copies of all Purchasing Card related information forwarded to the Auditor's Office for payment. This documentation will also be needed for audit purposes.

### **9.4 Delinquent or Unapproved Expense Reports**

Failure to process the required documentation for Purchasing Card transactions, including the Expense Report at the prescribed date and time, may result in revocation the Purchasing Card privileges as specified in Section 5 of this Manual.

## **10. Expense Reports**

The Purchasing Cardholder will print the Expense Report listing all transactions encumbered by the Purchasing Cardholder. The Expense Report will allow the Reviewer/Approver to track the Purchasing Cardholder's activities and act as a checklist for the Department Head/Elected Official to anticipate which purchases are due from the Purchasing Cardholders. Purchasing Cardholders and Reviewers/Approvers are expected to promptly review and reconcile their account summaries to the Expense Reports and forward them to the Auditor's Office for payment.

If an item is not satisfactory, received damaged and/or defective, duplicate order, etc., the Purchasing Cardholder should contact the vendor to explain the problem and inquire about return policies. If items purchased by the use of the Purchasing Card are found to be unacceptable, the Purchasing Cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the vendor has not replaced or corrected the item by the agreed date, then the purchase of that item may be considered in dispute.

If the Purchasing Cardholder is disputing a charge, they shall complete a Dispute Form (See Appendix (7) for example form) within one day of the discovery and forward it with the transaction documentation to the Purchasing Card Program Specialist. The Purchasing Card Program Specialist will contact the bank and the Auditor's Office regarding the dispute of the charge. If an item has been returned and a credit voucher received, the Purchasing Cardholder shall verify that the credit is posted on the online Expense Report. If purchased items or credits are not listed on the online Expense Report, the Purchasing Cardholder shall retain the appropriate transaction documentation until the next online Expense Report. If the purchase or credit does not appear on the Expense Report within 60 days after the date of purchase, the Purchasing Cardholder shall notify the Purchasing Card Program Specialist for assistance.

## **11. Purchasing Card Security**

The Purchasing Cardholder is responsible for safeguarding the Purchasing Card and account number to the same degree that a Purchasing Cardholder safeguards their personal credit information. The Purchasing Cardholder must not allow anyone to use the Purchasing Card. Any violation will result in the Purchasing Card being withdrawn and additional disciplinary action may be taken.

If the Purchasing Card is lost or stolen, the Purchasing Cardholder will immediately notify the Purchasing Card Program Specialist and the bank at 1-800-890-0669. Representatives are available 24 hours a day.

A new Purchasing Card may be issued by the bank and Purchasing Card Program Specialist after the reported loss or theft. A Purchasing Card that is subsequently found by the Purchasing Cardholder after being reported lost/stolen shall be reported to the Purchasing Card Program Specialist.

## **12. Purchasing Cardholder Separation**

Before separating from Bexar County employment, the Purchasing Cardholder must surrender the Purchasing Card and an up-to-date Purchasing Card Transaction Log and/or Expense Report to their Department Head/Elected Official. The Purchasing Cardholder must discontinue making purchases using the Purchasing Card no later than 15 days before separating from County employment. Transaction processing shall be in accordance with Section 5 of this Manual. The Department Head/Elected Official shall notify the Purchasing Card Program Specialist for destruction of Purchasing Card.

Before transferring to another department in Bexar County, the Purchasing Cardholder must surrender the Purchasing Card and an up-to-date Purchasing Card Transaction Log and/or Expense Report to their Department Head/Elected Official. The Purchasing Cardholder must discontinue making purchases using the Purchasing Card no later than 15 days before transferring to another department within the County. Transaction processing shall be in accordance with Section 5 of this Manual.

## **13. Review and Internal Audit**

The Bexar County Purchasing Card program relies on both internal management controls and management reports designed to ensure the proper use. The Purchasing Department and Auditor's Office will periodically review and perform an internal audit on Purchasing Card use for compliance with County policies and procedures and state law. The purpose of these reviews and internal audits will be to ensure that the Purchasing Cardholders are adhering to these Policies. Audit steps may include a review of the following:

Transactions to ensure the Purchasing Card is being used for authorized purchases related to County business;

Transactions designated as travel related expenses;

Documentation (receipts, packing slips, pricing, etc.) to support the Purchasing Card transactions;

Purchasing Cardholder account reconciliation (to be performed between the time goods received and the charges are reported on the Expense Report); and Purchasing Cardholder documentation for compliance with this Manual.

#### **14. Termination of Purchasing Card Privileges**

The County Purchasing Agent may cancel a Purchasing Card at anytime and without cause. The Purchasing Card Program Specialist is required to close an account if a Purchasing Cardholder: (a) transfers to a different department, (b) moves to a new job in which a Purchasing Card is not required; (c) terminates employment or (d) for any of the following reasons:

- The Purchasing Card is used for personal or unauthorized purposes.
- The Purchasing Card is not used during a period of three (3) consecutive months.
- The Purchasing Card is used to purchase alcoholic beverages or any substance, material, or service that violates policy, law or regulation pertaining to the County. (See Section 5.
- The Purchasing Cardholder splits a purchase to circumvent the limitations of the Purchasing Card.
- The Purchasing Cardholder fails to maintain accurate books and records for each transaction, including processing numerous Certificates of Authenticity forms.
- The Purchasing Card Expense Report is not submitted to the County Auditor for payment in a timely fashion.

#### **15. Purchasing Cardholder Responsibilities**

The Purchasing Cardholder must adhere and agree to the following:

- Keep the Purchasing Card in their possession, not allow anyone else to use the Purchasing Card issued in their name.
- Ensure the Purchasing Card is used in accordance with policies and procedures for legitimate Bexar County business purposes only.
- Maintain the Purchasing Card data in a secure location at all times.
- Adhere to the purchase limits and restrictions of the Purchasing Card and ensure the total transaction amount of any single transaction does not exceed \$1,000.00 including freight.
- Complete the Purchasing Card Transaction Log and Expense Report itemizing commodities and services.

- Obtain all sales slips, register receipts and Purchasing Card slips to Purchasing Card Transaction Log and Expense Report and provide them to the Reviewer/Approver for approval and allocation of transactions.
- Notify Reviewer/Approver if the accounting code should be changed.
- Attempt to resolve disputes or billing errors directly with the vendor and notify the bank if the dispute or billing error is not satisfactorily resolved, also notify the Purchasing Card Program Specialist.
- Ensure that an appropriate credit for the reported disputed item or billing error appears on a subsequent bank billing statement.
- Ensure that tax has not been charged.
- Ensure credits must be placed back on the Purchasing Card that originally made the purchase. Cash payments will not be accepted as a credit payment.
- Report a lost or stolen Purchasing Card to the bank and Purchasing Card Program Specialist immediately.
- Notify Reviewer/Approver of a lost or stolen Purchasing Card at the first opportunity during normal business hours.
- Return the Purchasing Card to the Purchasing Card Program Specialist prior to terminating employment with Bexar County or transferring between departments.
- Contact the Department Reviewer/Approver and Purchasing Card Program Specialist if a vendor does not accept the Purchasing Card.
- Report emergency transaction needs to the Reviewer/Approver during normal business hours.
- Strive to meet or exceed Bexar County's goal with SWMBEs.
- Retain departmental copies of all Purchasing Card transactions, receipts, payments, logs and records pertaining to the Purchasing Card issued for the department.
- Validate that the merchandise is received.

## **16. Department Reviewer / Approver Responsibilities**

Each Department Head/Elected Official must designate one or more Reviewer/Approvers for their Purchasing Cardholders. The Reviewer/Approver is to receive training similar to that of the Purchasing Cardholder. Responsibilities include:

- Reviewing vendor receipts attached to the bank billing statement for inappropriate purchases or uses of the Purchasing Card and to ensure that tax have not been charged.
- Approving reconciliation of charges to bank billing statement.
- Resolving disputes with the vendor or bank not resolved by the Purchasing Cardholder.
- Notifying the Purchasing Card Program Specialist of any unresolved disputes.
- Notifying the Purchasing Card Program Specialist of lost or stolen Purchasing Cards.
- Requesting the Purchasing Card Program Specialist cancel a Purchasing Card (e.g. terminated employees, employees transferring to other departments, and loss of Purchasing Card privileges) as approved by the Department Head/Elected Official.
- Collecting canceled Purchasing Cards and forwarding to the Purchasing Card Program Specialist.
- Assisting Purchasing Cardholder with declined and emergency transactions.
- Reporting misuse and abuse of the Purchasing Card.

## **17. Purchasing Card Program Specialist Responsibilities**

The Purchasing Card Program Specialist is located in the Purchasing Department and is responsible for the following:

- Serves as the Bexar County's Purchasing Department liaison with the Bank.
- Processes the Purchasing Cardholder Application and Purchasing Cardholder Agreement.
- Coordinates Purchasing Cardholder Application financial information with the Auditor's Office.
- Submits a completed Purchasing Card Application to Bank and receive the Purchasing Card.
- Trains Reviewer/Approver before issuing Purchasing Cards to Purchasing Cardholders.
- Trains Purchasing Cardholders before releasing Purchasing Cards.
- Assists the Purchasing Cardholder and bank with disputed charges/discrepancies.
- Secure revoked, cancelled or lost/stolen Purchasing Cards and submit information to the bank.
- Monitor and assess Purchasing Card transactions for compliance with these Policies.
- Coordinates Purchasing Cardholder changes, i.e. updates to MCC's, threshold limits, etc.
- Maintains and updates Purchasing Card Guidelines.

## 18. County Auditor Responsibilities

The County Auditor's Office is responsible for the following:

- Receives and reviews the Expense Report and supporting documentation.
- Establishes and notifies Purchasing Cardholders of cut-off dates for approvals.
- Prepares documentation and payment to bank.

## 19. Purchasing Card Restrictions

### Restricted Businesses

- X ATM's
- X Attorneys
- X Banks, Automated Tellers
- X Professional and Consultant / Contracted Service Providers
- X Temporary Labor Agencies
- X Travel Related Expenses (except with Travel Card)
- X Entertainment Providers
- X Rental Agencies: equipment, furniture, etc.

### Restricted Commodities

- X Any Single Purchase Exceeding \$1,000.00
- X Alcoholic Beverages
- X Weapons, Firearms, Ammunition
- X Animals
- X Cash Advances or Gift Purchasing Cards
- X Cellular / Portable Phone(s)
- X Computer or Telecommunication Equipment (Exceeding \$500.00)
- X Consulting Services
- X Controlled Assets
- X Controlled Prescription Drugs

- X Cylinder Gases, Liquid Nitrogen
- X Decorations
- X Entertainment
- X Hazardous Chemicals or Materials
- X Organization Memberships, Charitable and Social Services, Associations, Civic, Social, and Fraternal
- X Personal Items
- X Purchases outside the United States
- X Purchases Involving Equipment Trade-In
- X Radioactive Materials
- X Scientific or Medical Equipment (Exceeding \$500.00)
- X Stereo Systems (Exceeding \$500.00)
- X Hotels, Car Rentals, Meals (Except with Travel Card)
- X Telephone Services

The items shown above: (i) are intended to guide you in which form to use for processing payments and orders, (ii) are not representative of all restrictions, (iii) may change without notice. It is recommended that you contact the Purchasing Card Program Specialist to ensure the proper expenditure of funds.

## **SECTION 6**

### **COMPETITIVELY BID PURCHASES**

#### **A. Competitive Bidding General Requirements**

In Bexar County, Purchasing staff solicits "sealed" bids using the Invitation for Bid (IFB) process for commodities and services exceeding \$50,000. Local Government Code §262 outlines the requirements for formal sealed bids for purchases exceeding \$50,000 and includes the following general requirements:

- The bids are advertised based on the County's specifications and conditions of purchase (outlined in the IFB) at least once a week in a newspaper of general circulation, with the first advertisement date occurring at least 14 days before the specified opening date.
- The County's specifications (IFB) stipulate the date and hour bids are received. After that date and time, no further bids are accepted.

- The bids are opened and read aloud at the specified date and hour, evaluated for “best value” and submitted to the Commissioners Court for award. Generally, the bid that represents the best value is accepted, but only one bid may be accepted unless the IFB notes that multiple awards will be made.
- If no bid is acceptable, the entire bidding process may be repeated or terminated.

This process provides all bidders the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications as required by statute.

See <http://www.statutes.legis.state.tx.us/docs/lq/htm/lq.262#htm#262.021> for more information and requirements of specific parts of the process.

## **B. Competitive Proposals General Requirements**

Competitive Proposals are similar to competitive bids, but are more restricted by statute. In accordance with Texas Local Government Code §262.030 requirements, competitive proposals are used to procure insurance, high technology items, landscape maintenance, travel management and recycling services. “High technology” goods or services means goods or services of a highly technical nature, including: data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio and microwave systems; electronic distributed control systems, including building energy management systems; and technical services related to those goods and services. According to §262.030, quotations must be solicited through a Request For Proposal (RFP). RFPs must be advertised in the same manner proscribed for competitive bidding.

See <http://www.statutes.legis.state.tx.us/docs/lq/htm/lq.262.htm#262.030> for more information and requirements of specific parts of the process.

The major differences between bids and proposals are:

- The RFP uses performance standards rather than the description of the good or service and specifies the relative importance of price and other factors used to evaluate the proposal;
- Vendors submit unique proposals to meet the requirements outlined in the RFP. Proposals may incorporate entirely different approaches to accomplish the same performance;
- After proposals are received, the County may negotiate with as many vendors that are deemed “responsive” to find the best possible proposal for each vendor and award to that vendor.

In addition to the items outlined in §262.030 above, proposals are often used to procure professional or personal services as defined by the Professional Services Procurement Act (Chapter 2254 of the Government Code). It is permissible to use a competitive proposal to obtain qualifications and rates charged for professional/personal services from interested professionals. However, the County must meet the requirement specified in Chapter 2254 that “a governmental entity may not select a provider of professional services or award a contract for the services on the basis of competitive bids . . .”

**C. Invitation For Bid (IFB) / Request For Proposals (RFP) Process**

This section of the Manual outlines the steps needed to process seal bids and proposals. Since many of the steps are similar, the description will be combined.

The IFB/RFP process consists of the following:

- IFB/RFP Preparation
- IFB/RFP Authority to Advertise and Solicitation
- Bid (Proposal) Receipt and Opening
- Bid (Proposal) Evaluation
- Negotiation (RFP only)
- Contract Award

Each stage has specific requirements, many of which are required by law and are discussed briefly in this section of the Manual.

**1. IFB/RFP Preparation**

The IFB/RFP preparation begins with the submission of a specification outlining the item(s) and/or services that a Department wishes to procure. The specification is developed and submitted to the Purchasing Department as outlined in Section III of this Manual. The Purchasing Department will work with the Department to ensure that it is as open and competitive as possible. When the specification is finalized, the Purchasing Department will assemble it into the IFB or RFP document.

The main difference between a specification for an IFB and an RFP is that the IFB specification will describe an item; whereas in an RFP, the specification will be in terms of performance and often include a statement of work to be performed. An IFB/RFP is actually a package of documents needed by the vendor to respond to the County’s requirements. **Exhibit 13** identifies the general contents of Bexar County IFBs and RFPs.

**Exhibit 13: IFB/RFP Contents**

Item/Description	Use
Solicitation, Offer and Award Document. This is the cover form. It contains the bid (proposal) submittal date and time, County contact information and whether or not a bond is required. It also contains a section that requires the vendor to complete vendor identification information and to sign the document certifying the vendor’s bid (proposal). This is also the form signed by the County if the bid (proposal) is awarded to the vendor.	IFB/RFP

Item/Description	Use
Terms and Conditions. This section of the IFB/RFP lists all of the conditions of doing business with Bexar County. It includes the following sections: instructions to bidders; bidder's certification/agreements; description of supplies; terms and conditions and award of contract.	IFB/RFP
Schedule of Items. This is the detailed specification. For the IFB it includes a detailed description of each item requested by the County, the quantity and unit of measure. The vendor is to complete the unit price and the total price for each item in their bid and the total cost of the entire bid. For the RFP, the schedule of items also contains a listing of each item/service required by the county, asking the vendor to complete the cost portion. In addition, a performance specification is part of this section that outlines the basic requirements.	IFB/RFP
Enterprise Owner Information Form and Bexar County Statement of Vendor Responsibilities. These forms are required to assist the County in collecting information to determine and document its progress in meeting its SMWBE participation goals.	IFB/RFP
Statement of Work. This is the detailed specification for an RFP that outlines the work to be performed, proposal submission requirements and qualifications and experience of the vendor.	RFP
General Provisions. These are requirements related to the scope of the contract, delivery provisions, warranties and contract modifications. For RFPs, this section is more extensive and includes the evaluation criteria.	IFB/RFP

An example of the common elements found in a Bexar County IFB/RFP is located in Appendix C.

## 2. IFB/RFP Authority to Advertise and Solicitation

It is Bexar County practice to seek Commissioners Court approval before an item is advertised. To accomplish this, the Purchasing Agent prepares an agenda item seeking the "Authority to Advertise" (ATA) from the Court. The ATA is used to identify the funding proposed for the IFB/RFP and to let the Commissioners Court and the County office and departments know what is proposed for advertisement. Once the ATA is received, the IFB/RFP is advertised.

Commissioners Court ATA is not required for construction or flood control projects.

By law, the County must advertise the IFB/RFP for competitive purchases in a newspaper of general circulation in Bexar County. The first advertisement must occur a minimum of 14 days before the bid (proposal) opening date specified in the IFB/RFP. The Purchasing Department also "advertises" the IFB/RFP by posting it on the TEG located at <http://www.govbids.com/scripts/TEG/public/home1.asp>.

For Construction and Flood Control projects, advertising will be referenced through CivCast. The following link will direct interested parties to Bexar County Construction and Flood Control projects:

<http://www.civcastusa.com>

The newspaper advertisement must include:

- The specifications describing the goods and services to be purchased, or a statement of where the specifications may be obtained;
- The time and place for receiving and opening bids (proposals) and the name and position of the employee to whom the bids (proposals) are sent;
- Whether the bidder should use lump-sum or unit pricing;
- The type of bond required of the bidder; and
- The method of payment by the County.

During the solicitation period, the County may hold a pre-bid (pre-proposal conference for RFPs) conference for the purpose of discussing contract requirements and answering questions of prospective bidders (offerors). The Purchasing Department supervises the pre-bid (pre-proposal) conference and the Department is asked to provide staff to attend the conference and answer technical questions. The IFB/RFP may be amended during the solicitation period based on clarifications to questions from the pre-bid (pre-proposal) conference. Amendments will be sent to bidders (offerors) and posted to TEG.

### **3. Bid (Proposal) Receipt and Opening**

Bidders (offerors) submit sealed bids (proposals) as described in the IFB/RFP. All bids (proposals) are received by the Purchasing Department and are stamped with the date and time received. The "Date Stamp Clock" in the Purchasing Department serves as the official time clock for the purpose of identifying the date and time bids (proposals) were received in the Purchasing Department. The bidder (offeror) must submit the bid (proposal) by the date and time specified in the IFB/RFP to be accepted. All sealed bids (proposals) will be stamped with the time and date received. Late bids (proposals) are not accepted and are returned unopened to the bidder (offeror).

After bids (proposals) are received, they are logged in and the Purchasing Department stores them in a secure place until the bid (proposal) opening date. The bids (proposals) are to be received sealed and shall remain sealed until they are opened by the Purchasing Department on the advertised date.

**Bids:** According to Texas Local Government Code §262.026, the county official who makes purchases for the county shall open the bids on the date specified in the notice. Sealed bids will be opened publicly by the Purchasing Department and will be documented. The date specified in the notice may be extended by the Purchasing Agent. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

Preliminary bid price tabulations will be provided to the public upon request. The Purchasing Department will be responsible for creating the price tabulation. After the bid has been opened, the Purchasing Department will determine bidder responsiveness and will create a bid referral form. The bids and bid referral form are sent to the user Department to assist in evaluating the bid.

In accordance with Texas Local Government Code §262.0225, (a) A County may receive bids or proposals under this subchapter in hard-copy format or through electronic transmissions. A County shall accept any bids or proposals submitted in hard-copy format.

**Proposals:** In accordance with Texas Local Government Code §262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors and be kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

Once the proposal is opened, the Purchasing Department will determine responsiveness and will distribute copies of the proposal to the evaluation committee formed for the particular RFP.

#### **4. Bid / Proposal Evaluation**

**Bids:** The Purchasing Department will evaluate all bids with assistance from the user department and a joint recommendation will be made to Commissioners Court. Purchasing will forward a Bid Referral form to the Official or Department Head for signature. The form and any other documentation from the Department will be submitted with the agenda request. Purchasing will be responsible for placing the item on the Commissioners Court agenda.

Bids will be evaluated based on the following factors: (1) the relative prices of the bids, including the cost of items such as repair and maintenance (heavy equipment) or delivery and hauling (road construction materials); (2) compliance of goods and services offered with specifications; and (3) the responsibility of the vendor, including the vendor's safety record if Commissioners Court has adopted a definition of safety that is included in the bid, and the past performance of the vendor.

When the lowest priced bid is not the best bid, the requesting Department works with the Purchasing Department to develop and document clear justification for not selecting the lowest bidder. This documentation must be presented to the Commissioners Court for their approval.

If the Department and Purchasing cannot agree on the recommended award, the Purchasing Department will submit an agenda item to the Commissioners Court asking for the "Authorization to Award". The Court will make the final determination for award after hearing both recommendations. Once the Court has approved the "Authorization to Award", the Purchasing Department will prepare award documents to present to the Commissioners Court in a subsequent Court meeting.

**Proposals:** The Purchasing Department facilitates/supervises the evaluation process performed by the user department and/or committee. Evaluators shall use only the evaluation factors and the points and/or weights specified in the RFP in evaluating the proposals. Typical evaluation factors include:

- Technical Approach
- Management Plan (including work plan and schedule)
- Personnel Qualifications
- Demonstrated Corporate Experience and Qualifications in performing work outlined in RFP

- Cost

Important: It should be noted that while the County encourages the participation of SMWBEs, status as a SMWBE cannot be included as an evaluation factor. Based on the scoring, the Purchasing Department staff will coordinate with the evaluation committee to: recommend an award, coordinate follow-up meetings for negotiations or discontinue the process. If the evaluation recommends award without further negotiation, the Purchasing Department will forward an evaluation summary to the Department Head for concurrence with the selection. Purchasing will make the recommendation to Commissioners Court.

## **5. Negotiations / Best and Final Offer (BAFO)**

The Purchasing Agent will supervise all negotiations. Any negotiations with offerors should be coordinated with the Purchasing Agent. Departments negotiating directly may jeopardize the progress of the County evaluation committee.

All offerors must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a "Best and Final Offer" (BAFO).

After the negotiations are complete, the assigned Purchasing Department staff shall request qualified offerors to submit a BAFO by a specified date and to a specified location. Based on the negotiations, the BAFO must allow the offeror to:

- modify the initial offer;
- update pricing based on any changes the user department/county has made; and;
- include any added inducements that will improve the overall score in accordance with the evaluation plan of the RFP.

The BAFO may be the basis of a recommendation of contract award.

## **6. Contract Award**

**Bids:** In accordance with Local Government Code, §262.027, the Purchasing Agent shall recommend contract award to Commissioners Court. Commissioners Court will either approve the recommendation or reject all bids and authorize the Purchasing Agent to re-bid the goods and/or services.

Chapter 262.027 further specifies that If two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

In addition, a contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

**Proposals:** There is a two-step process associated with awarding the contract for the RFP. The first stage is to request the Authority to Negotiate/Award the RFP from the Commissioners Court. This step identifies the recommended vendor to the Court with negotiations continuing until contract award. The Purchasing Agent will draft contract terms and conditions and negotiate the terms and conditions with the vendor. Once the negotiations are complete, the terms and conditions and contract document is finalized for award.

The second stage is to request the Authority to Award from the Commissioners Court. The Purchasing Agent will present the contract for award to the Commissioners Court for approval.

**Exhibit 14** outlines the steps to be followed in processing an IFB and an RFP.

**Exhibit 14: Procedures for Processing an IFB and RFP**

<b>Step</b>	<b>Responsibility</b>	<b>Output/Source</b>
Enter requisition into AFS system to reserve the funds for the procurement. Note: in absence of funded requisition, the user department must justify to Purchasing Agent why purchase should proceed.	Department	See Section IV
Prepare and submit specification to Purchasing Department	Department	Specification (See Section III)
Work with user department and assigned district attorney (if applicable) to develop IFB/RFP based on submitted specifications.	Purchasing Department	
Distribute draft IFB/RFP to applicable parties for review (user department, auditor, attorney, etc.)	Purchasing Department	
Compile and negotiate draft changes into final document.	Purchasing Department	
Submit Authority to Advertise agenda item for Commissioners Court approval.	Purchasing Department	
Approve Authority to Advertise	Commissioners Court	
Advertise IFB/RFP in accordance with statutory requirements.	Purchasing Department	
Conduct pre-bid (pre-proposal) conference (optional)	Purchasing and Department	Conference attendee sheet and questions
Amend IFB/RFP (if applicable).	Purchasing Department	Amendment
Receive bids (proposals) and conduct bid (proposal) opening.	Purchasing Department	Bid Tabulation
Evaluate bids (proposals) based on IFB/RFP requirements and recommend one award or multiple awards as applicable (IFB) or identify vendors for further negotiation.	Purchasing and Department	IFB: Bid Referral Form; RFP: Evaluation Documents
<b>IFB Award Process</b>		
Prepare and submit "Authorization to Award" agenda item for Commissioners Court approval	Purchasing Department	Authorization to Award agenda

Step	Responsibility	Output/Source
		request
Approve "Authorization to Award"	Commissioners Court	
Prepare and submit "Authority to Award" agenda item for Commissioners Court approval	Purchasing Department	Authority to Award agenda request
Approve Authority to Award	Commissioners Court	
Receive approved contract, prepare originals and copies for distribution with appropriate award documents.	Purchasing Department	
<b>RFP Award Process</b>		
Negotiate with vendors and request Best and Final Offers (as applicable) and select recommended vendor to finalize negotiations with.	Purchasing Department and Evaluation Committee	
Prepare and submit "Authority to Begin Negotiations/Award the RFP" agenda item for Commissioners Court approval	Purchasing Department	Agenda request
Approve "Authority to Begin Negotiations"	Commissioners Court	
Negotiate contract terms with recommended vendor and develop contract documents reflecting negotiated terms.	Purchasing, District Attorney and Department	
Prepare and submit "Authority to Award" agenda item for Commissioners Court approval	Purchasing Department	Agenda Request
Approve Authority to Award	Commissioners Court	
Receive approved contract, prepare originals and copies for distribution with appropriate award documents.	Purchasing Department	

**SECTION 7  
COOPERATIVE PURCHASES**

**A. Statutory Authority for Cooperative Purchases**

Several laws allow local governments to purchase goods and services using contracts competed previously by the state or other governments. They include:

Texas Building and Procurement Commission Rule Transfer Through the enactment of House Bill 3560, 80th Legislature, 2007, certain procurement duties and powers of the Texas Building and Procurement Commission are transferred to the Comptroller of Public Accounts.

<http://www.window.state.tx.us/>

## **B. State of Texas Cooperative Programs**

There are many programs that are enabled by the statutes. This section of the Manual describes the programs and provides basic procedures for using these methods of procurement. In all of these programs, the Purchasing Agent is authorized to act for Bexar County at the direction of Commissioners Court in all matters relating to the purchasing program, including the purchase of goods and services from the vendor under any contract. Bexar County is responsible for making payments directly to the vendor.

### **1. Texas Multiple Award Schedules (TXMAS)**

The contracts listed under TXMAS have been competed at the federal level and are available from agencies such as the General Services Administration. A list of contracts may be viewed at:

<http://www.window.state.tx.us/procurement/prog/txmas>

This type of procurement is processed as an “open market” requisition using the procedures described in Sections IV (A) and (C) of this Manual. The major difference is that the requisition information (item description, vendor name/number, price, unit of measure, etc.) will reflect TXMAS contract information.

### **2. State of Texas Department of Information Recourses (DIR) and Go DIRect Program**

Local governments can purchase goods and services that have been competitively bid by the State through DIR and through its vendors. The Go DIRect Program is managed by DIR and allows entities to purchase computer-related equipment from the DIR-contracted vendors. A listing of available products and services is located at: <http://www.dir.state.tx.us/store/index.htm>

This type of procurement is processed as an “open market” requisition using the procedures described in Sections IV (C) of this Manual. The major difference is that the requisition information (item description, vendor name/number, price, unit of measure, etc.) will reflect either DIR or DIRect information.

## **C. Cooperative Purchasing (Interlocal Agreements)**

Bexar County currently has interlocal agreements with Tarrant County and the Houston-Galveston Area Council of Governments (H-GAC).

This type of procurement is processed as an “open market” requisition using the procedures described in Sections IV (A) and (C) of this Manual. When the Purchasing Department receives the requisition, it will evaluate whether or not it can be cooperatively purchased from these entities and will enter specific contract information into the requisition before generating a purchase order.

## **D. Other Cooperatives**

The Bexar County Purchasing Department will evaluate other cooperatives for price competitiveness and feasibility. When cooperatives are identified, the Purchasing Department will distribute procedures pertaining to these cooperatives to user departments to assist in their planning and identification of requirements.

## **SECTION 8** **CONSTRUCTION**

### **A. Introduction**

Section §262.011 (e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid..." Section §271.024 of the Texas Local Government Code states that "...to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$50,000... bidding on the contract must be accomplished in the manner provided by this subchapter."

Construction procurements use the IFB format and process, described in Section 6 of this Manual. There is however, more emphasis on the following items:

- Bonding Requirements
- Safety Records
- Prevailing Wage Labor Rates

### **B. Process**

The Process followed for construction IFBs is similar to other IFBs with some notable exceptions that are discussed below.

#### **1. Preparation of Documents**

The Department will prepare the specification that will be reviewed and Purchasing will provide comments for incorporation into the final documents. Because construction is more complicated, the Department prepares an entire description of the proposed project that includes items such as specifications, drawings, surveys, etc. in a document called a Project Manual.

Once the Commissioners Court has approved the Authority to Advertise, the Department contacts the Purchasing Department to obtain an IFB number. The IFB number is added to the project manual by the user Department.

The Department will work with Purchasing to coordinate the issue date, pre-bid conference date and opening date.

#### **2. Review of Documents and Payment of Deposit**

The Purchasing Department releases the advertisement to the newspaper and posts it to the Texas e-Purchasing Group (TEG); however, the Infrastructure Services Department releases the bid to prospective bidders and informational agencies.

Normally, copies of the IFB are posted to TEG and are available at the Purchasing Department. However, because there are plans and drawings associated with construction and the project manual is an extensive document, these items are maintained for viewing at the Infrastructure

Services Department Construction Manager's offices and at the SMWBE Program Office. Contact information identifying the location for review is published in the advertisement.

Bidders are also required to post a \$150 refundable deposit to obtain a set of bid documents. The deposit is refunded if the plans are returned within 10 days of bid opening.

### **3. Advertisement**

According to Local Government Code §271.025, the County must advertise for bids and the advertisement must include a notice that:

- describes the work;
- states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and
- states the time and place for submitting bids and the time and place that bids will be opened.

The advertisement must be published as required by law. If no specific legal requirement for publication exists, the advertisement must be published at least twice in one or more newspapers of general circulation in the county or counties in which the work is to be performed. The second publication must be on or before the 10th day before the first date bids may be submitted.

### **4. Award**

The Purchasing Agent will present the recommendation to the Commissioners Court. Once the award is approved, the Department (rather than Purchasing) coordinates preparation of award documents.

### **C. Procurement of Architect / Engineering / Land Surveying Services (Request for Qualifications)**

The Professional Services Procurement Act requires that architect, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

- formally end negotiations with that provider;
- select the next most highly qualified provider; and
- attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered into.

The Infrastructure Services Department develops the Request For Qualifications (RFQ). The RFQ contains a cover sheet that summarizes the project for which the RFQ is sought and provides the location where the RFQ response is to be sent and its due date. The RFQ document generally contains the following sections:

- General Information outlining the purpose of the RFQ, identifying the issuing office, describing the problem and defining the County's expectations for the selected service provider.
- Submittal of Statement of Requirements that identifies the conditions for submittal of a statement of qualifications (SOQ) including the number of copies required, date required and format, provisions related to preparation of the SOQ, date and time of pre-proposal conference, how addenda will be issued, format requirements and process to be followed in accepting the SOQ.
- Qualifications providing a detailed description of the types of tasks that the selected vendor is expected to perform and the requisite qualifications to perform the tasks.
- Timeline for procurement with anticipated procurement milestone and project start dates.
- Information Required from Service Provider outlining the specific format and content to be used in submitting the SOQ. This section also includes a requirement for a certification from the respondent stating that they have read and understood the RFQ and that the information provided is accurate.
- Selection Criteria that defines the criteria that will be used to evaluate the SOQ. Cost and the use of SMWBE participation cannot be used as selection criteria.

Respondents submit their SOQs to the Infrastructure Services Department where they are evaluated. The two-step process required by statute is followed. Infrastructure Services will prepare the agenda request for Commissioners Court approval to award the contract. Once the contract is awarded, the Infrastructure Services Department contacts the Purchasing Department to obtain a contract number to generate purchase orders and facilitate payment throughout the contract.

Important: It should be noted that while the County encourages the participation of SMWBE, it cannot be included in the selection criteria.

#### **D. Alternative Delivery Methods for Construction Projects**

In accordance with Texas Local Government Code §271.117(a); Contracts for Facilities: Construction Manager-Agent. A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility. §271.117(b); a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

In accordance with Texas Local Government Code §271.118; Construction Manager at Risk (CMAR) methods may be used. The governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. §271.118(e); the governmental entity shall select the construction manager-at-risk in either a one-step or two-step process. For full detailed information, see: <http://law.justia.com/texas/codes/2005/lq/008.00.000271.00.html>

In accordance with Texas Local Government Code §271.119; Design-Build Contracts for Facilities, a governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a facility. §271.119(c), the governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. §271.119(d), the governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases: (1) the governmental entity shall prepare a RFQ and evaluate each offeror's experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted. (2) the governmental entity shall evaluate the information submitted by the offerors on the basis of the selection criteria stated in the RFQ and the results of an interview. For additional information, see: <http://law.justia.com/texas/codes/2005/lq/008.00.000271.00.html>

#### **E. Wage Rate Determination**

Wage determination for construction projects shall be verified in accordance with the Davis Bacon Act at the following link:

<http://www.gpo.gov/davisbacon/TX.html>

The construction wage rates are determined by job project and title.

### **SECTION 9 REQUEST FOR PROPOSALS OUTSIDE PURCHASING (PROFESSIONAL & PERSONAL SERVICES)**

The Commissioners Court has adopted policy that allows departments to procure professional/personal services outside the Purchasing Department if the Department:

- Reports to the Commissioners Court;
- Obtains approval of the RFP from Commissioners Court; and
- Uses the “Standard Request For Proposal” format (see Appendix C of this Manual).

In using the template, the Department should add, delete and change the sections, paragraphs, sentences or words in the RFP template to adapt it to deal effectively with the particular, factual situation and accomplish the Office’s or Department’s objectives. In adapting the template, however, the office or department shall not change the numerical designation of sections. If a section is not used, the department should put the words (NOT USED) in parentheses behind the title of the section (e.g. 2.7 PRE-PROPOSAL CONFERENCE (NOT USED)).

The Court’s policy allows use of outside professional and personal service contractors when:

- Technical expertise is required which does not exist within Bexar County resources;
- A temporary requirement exists that cannot be met by Bexar County’s existing work forces; and
- It is necessary to receive advice and recommendations independently of the Bexar County work force.
- It should be noted that while the County encourages the participation of SMWBE, it cannot be included as an evaluation factor.
- Please contact the SMWBE Program Office and the Purchasing Department for a listing of available SMWBEs.
- The Purchasing Department does release the advertisement to the newspaper and post it to TEG.

**Exhibit 15** outlines the basic procedure and process for this type of RFP.

**Exhibit 15**

<b>Step</b>	<b>Responsibility</b>
Obtain copy of RFP template and Enterprise Owner Information Form	Department
Develop RFP using standard template	Department
Request RFP approval and Authority to Advertise from Commissioners Court	Department
Approve RFP and Authority to Advertise	Commissioners Court
Enter requisition for advertising RFP and submit to Purchasing Department	Department

<b>Step</b>	<b>Responsibility</b>
Advertise RFP	Purchasing Department
Hold pre-proposal conference (if applicable)	Department
Receive and open proposals	Department
Evaluate proposals (see Appendix C, Template for RFP, section 5) for selection criteria and recommend award	Department and Purchasing (as requested)
Request Authority to Award RFP from Commissioners Court	Department
Approve Authority to Award RFP	Commissioners Court
Negotiate contract terms and conditions with vendor and work with district attorney's office to draft contract documenting negotiated terms and conditions.	Department
Request contract award from Commissioners Court	Department
Approve contract award	Commissioners Court
File and distribute copies as appropriate.	Department

**SECTION 10**  
**REQUEST FOR PROPOSALS PROCESSED BY PURCHASING**

The Purchasing Department processes RFPs for commodities and services for Bexar County. Each department is encouraged to engage the Purchasing Department for processing RFPs for professional and personal services. The difference between this and other RFPs is that if the professional service is one of those defined in the Professional Services Procurement Act, the contract will not be awarded based on cost.

**SECTION 11**  
**FEDERAL FUNDED PROCUREMENT PROJECTS**

- A. On March 12, 2007, Commissioners Court adopted the Texas Department of Transportation (TXDOT) Local Area Management Agreement. Under this Agreement, the County is further required to establish a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Bexar County receives Federal financial assistance from the Department of Transportation and as a condition of this assistance, Bexar County signed an assurance confirming that compliance with 49 CFR Part 26 will be adhered to.

For additional information, see: <http://www.fhwa.dot.gov/hep/49cfr26.htm>

Additionally, staff may reference County Administrative Policy 8.2 (Disadvantaged Business Enterprise (DBE) Program for Federally Funded Transportation Projects).

- B. All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations such as the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. For additional Federal Funded information, visit the following website links:

<https://www.acquisition.gov/far/>  
<http://www.whitehouse.gov/omb/>

## **SECTION 12**

### **CONTRACT ADMINISTRATION AND MODIFICATIONS**

#### **A. Contract Administration**

This aspect of the procurement process is one of the most important and is frequently overlooked. The user department is on the “front line” and has the best capability to monitor and document contractor performance/compliance. To accomplish this, the following is recommended:

- Assign Department personnel who have frequent interactions with the contractor to monitor and document performance.
- Require assigned personnel to coordinate with the Purchasing Department to read and fully understand the contract requirements.
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance and the name of the vendor’s representative who was notified.

All documentation of non-compliance must be shared with Purchasing. If there has been poor performance or non-compliance with the contract, the Purchasing Department will be responsible to initiate corrective action with the vendor. The Purchasing Department will also coordinate with the user department to document whether or not the terms of corrective action have been met.

The Purchasing Agent will take all steps related to obtaining compliance with the contract but will consult with the District Attorney before taking any steps toward suspension or termination of the contract. The Purchasing Agent will coordinate with the District Attorney to develop any letters, notices and other communication related to termination or suspension.

## **B. Contract Modifications**

According to Texas Local Government Code, §262.0305, after award of a contract, but before the contract is made, the Purchasing Agent may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modified contract for it to be effective.

The Commissioners Court may also make changes in plans, specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. The total contract price may not be increased unless the cost of the change can be paid from available funds.

The Commissioners Court has delegated the authority to make change orders to a contract that involves an increase or decrease costing less than \$50,000, to the Purchasing Agent. However, the Purchasing Agent does not have the authority if the change increases the original contract price by more than 25 percent (unless change is needed to comply with law or judicial decision) or decreases the contract price by 18 percent or more without the contractor's agreement.

The Purchasing Agent will bring contract modification to Commissioners Court for approval on all contracts executed through the Purchasing Department.

The Purchasing Agent is also authorized by the Commissioners Court to modify contracts at any time in writing if the changes do not increase the contract price and are within the general scope of the contract including changes to any of the following:

- Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for the County in accordance with the drawings, designs, or specifications.
- Shipping or packing method.
- Delivery location
- Correction of administrative errors or other mistakes that do not affect the price or scope of the contract and that do not result in additional expense to the contractor.

## **SECTION 13** **RECEIPT OF GOODS**

### **A. Verify Order**

Since the County does not have centralized receiving, Departments receive items. When a shipment is received, the employee receiving the shipment should perform the following steps:

- Open the shipment promptly (within 24 hours) and inspect the shipment.

- Verify that the order belongs to your Department by matching the Purchase Order number on your receiving copy of the Purchase Order to the Purchase Order number on the delivery slip. If there is no purchase order number and it does not belong to your Department, call Purchasing immediately to help identify where it should be delivered. Purchasing will coordinate the pickup and delivery.
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered.
- Verify whether or not shipping (if charged) is applicable or not.

If there are differences or items are back ordered, call Purchasing to notify them of the shipment problem and fax a copy of the delivery slip. If there are no differences, sign the receiver copy of the purchase order and forward it with the appropriate, signed delivery ticket to the Auditor's Office for payment.

## **B. Damaged Goods**

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill. If freight is visibly damaged, the receiving department must instruct the freight line driver to:

- Note the damage on the freight bill and then;
- Sign the freight bill.

If there is concealed damage, save the shipping cartons so that the Purchasing Department can notify the freight line and request an "inspection and report of concealed damage." A receiving report noting the damage should be completed and matched with the receiving copy of the purchase order.

All boxes and packing materials should be kept in the event of visibly damaged and concealed damage freight shipments. Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed as to corrective action.

Damaged goods should not be returned to the freight line, or the vendor, unless specifically requested to do so and then only if a claim has been filed or if authorization has been given by the vendor and/or the Purchasing Department.

**SECTION 14**  
**FIXED ASSET PROCEDURES**

**A. General Information**

The purpose of this document is to provide County department/offices with policies and guidelines regarding the tagging, inventory, and disposal of County controlled and fixed assets.

**B. Introduction**

Bexar County has thousands of controlled and fixed assets. These assets come in many varieties (i.e. vehicles, firearms, road equipment, computer systems, etc.). Assets are classified as either fixed assets (assets with a useful life greater than three years and a value greater than \$5,000) or controlled assets (assets with a value greater than \$500.00, but less than \$5,000 are tagged and tracked), or High Risk Assets (assets that are sensitive in nature because of liability issues). Combined, they have value of millions of dollars. As public servants we are responsible for the care and custody of this large investment.

To maintain care of this multitude of assets is not an easy job. Accountability is not only our inherent duty as County employees; it is also required by statute. Each employee should demonstrate a personal commitment to protect and account for all equipment, regardless of its current use assignment.

The process of tagging and inventorying controlled and fixed assets is under the direction of the Purchasing Department. A full cooperative effort of all departments/offices allows the Purchasing Department to maintain inventory records. The Purchasing Department has a responsibility for the providing accurate inventory records for controlled and fixed assets and will perform the following duties in support of this responsibility:

Conduct periodic reviews of department/office to determine that controlled and fixed assets are recorded and reported.

Prepare inventory records of controlled and fixed assets for County departments/offices.

Maintain inventory records of controlled and fixed assets reported to the County Auditor's Office and the Bexar County Purchasing Agent Board.

Tag a controlled and fixed asset as determined by this policy.

Input information into the inventory records regarding controlled and fixed assets as determined by this policy.

Transfer a controlled and fixed asset that is not needed or used by a County department/office.

Remove tags, dispose of controlled and fixed assets, and update inventory records upon approval by the Commissioners Court.

Provide a report to the County Auditor and the County Purchasing Agent Board an inventory of assets on July 1 of each year.

### **C. Authority**

The Texas Local Government Code requires that the County Purchasing Agent perform several duties related to the acquisition, inventory, and disposal of County assets.

### **D. Inventory**

On July 1 of each year, the County Purchasing Agent shall file with the County Auditor and the County Purchasing Agent Board an inventory of assets belonging to the County. The County Auditor shall carefully examine the inventory and make an accounting for the assets purchased or previously inventoried and not appearing in the inventory.

### **E. Transfer**

To prevent unnecessary purchases, the County Purchasing Agent, with the approval of the Commissioners Court shall transfer County supplies, materials, and equipment from a subdivision, department, officer, or employee of the County that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials, and equipment.

### **F. Definition**

Fixed assets are defined as items that possess all of the following characteristics: an original unit cost of \$5,000 or more (including costs to install and implement the asset), physical substance, a life expectancy of more than three years, capable of repeated use, identifiable as an individual unit and accounted for separately (this criteria shall exclude construction and improvements to real property), not intended for resale within its expected useful life, not consumable (e.g. office supplies), and not repair or replacement parts of a larger asset. Bexar County also tracks and reports assets classified as "Controlled Assets". Controlled Assets are those items with a purchase cost between \$500 and \$5,000. Additionally, the County tracks and reports other assets considered "High Risk Controlled Assets". These assets generally have a purchase cost below or at those of Controlled Assets but are tagged and reported because of liability, insurance, licensing, or other factors.

#### **1. Fixed Asset - \$5,000 and up; examples include:**

- Vehicle
- Road maintenance equipment
- Playground equipment
- Forklift

#### **2. Controlled Asset - \$500.00 up to \$4,999.99; examples include:**

- Typewriter

- Mower
- Projector
- Drill press

**3. High Risk Controlled Asset - \$0 up to \$4,999.99; examples include:**

- Weapon (tagged by proxy using serial number)
- Communication radio
- Camera
- Television and/or VCR
- Computer hardware, desktop computer, notebook, printer, scanner

**4. Low Risk Controlled Asset - \$0 up to \$4,999.99; examples include:**

- Desks
- Credenzas
- File Cabinets
- Bookcases
- Chairs
- Tables

**G. Department / Office Responsibilities**

The following outlines the responsibilities of the department/office and the procedures to be followed.

**H. Protection**

All departments/offices are responsible for controlling and protecting the assets of the County that have been entrusted to them and each County employee has the duty to protect and conserve County assets. The negligent or willful loss or damage of County assets by an employee, including a department head, may be cause for disciplinary action consequences in accordance with the County's policies. Additionally, specific policies regarding the use of technology equipment such as desktop computers, laptops, and cellular phones is provided by the Bexar County Information Services (BCIS) and are provided by Bexar County Administrative Policies 5.3, 5.4, and 5.6.

**I. Representative Designation**

The elected official and/or department head is to designate in writing those employees that will assist the Purchasing Department with implementing the provisions of this policy. It is recommended that designations are made for each location in order to facilitate the process of asset tagging, inventory, disposal, and other direct communications regarding assets for that department/office. The official or department head remains responsible for the controlled or fixed assets assigned to the department/office.

**J. Receiving**

Immediately upon receipt and acceptance of the asset, the department/office shall mark “received” on receiver copy of the purchase order. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

**K. Special Acquisitions**

Assets obtained by nontraditional means such as donations or leases or that are purchased with funds that are non-County funds through grants, interlocal agreements, or commissary funds or as result of forfeiture proceedings. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

**L. Donations**

Assets received via donation or contribution, regardless of source, must be evaluated with respect to inclusion in the inventory records. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

**M. Funded with other entities (interlocal, grants, etc.)**

Departments/offices accepting assets from other governmental entities via interlocal or grant agreements shall notify the Purchasing Department when an asset is received for tagging and reporting.

**N. Received Upon Completion of Third Party Contract**

In case a third party (contractor), in performance of a contract with the County, purchases an asset and provides the asset to the County, transferring ownership to the County upon completion of the contract. The department/office shall coordinate with the Auditor’s Office and Purchasing Department to determine the value. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

**O. Held in Trust (loaned to County by non-County entity (grant funded, state or federal))**

Assets held by the County on behalf of a non-county entity and under the temporary control of the County are called assets in trust. This includes assets owned by the state of Texas or federal government that have been loaned to the County or assets purchased with federal or state grant funds in which the asset remains the property of the granting agency. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

**P. Purchased with Discretionary Funds**

Several elected and appointed officials have statutory authority over the expenditure of certain discretionary funds. Examples of these types of funds include commissary funds and federal and state forfeiture funds. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

#### **Q. Software Tracking**

Bexar County Purchasing Department does not inventory computer software as part of this policy. BCIS maintains licensing information pertaining to software purchases made through BCIS for departments/offices to ensure compliance with commercial license requirements as well as Bexar County software use policies. Departments/offices should contact BCIS regarding software license tracking.

#### **R. Warranty**

Warranty information is often delivered with the asset when it is received at the department/office and it is recommended that the department/office maintain the warranty information in department/office files. If equipment malfunctions and before any equipment repair is initiated, the department/office shall research their acquisition records and warranty files to determine whether the equipment is under warranty. If it is determined that the malfunctioning equipment is defective and needs to be returned, the department/office shall contact the Purchasing Department to reflect the return of the asset so that it no longer appears in the department/office inventory records. In addition, the department/office should contact the Purchasing Department when the replacement asset is received and accepted for tagging and reporting.

#### **S. Trade-In**

For assets that are used for trade-in, the department/office shall contact the Purchasing Department to coordinate and update the inventory records. It is crucial that this happen before the trade-in so that the inventory records may be adjusted and reconciled. The department/office shall provide the asset number, description, tag number, unit number, trade-in amount, and when the unit was transferred. Additionally, when the trade-in is for computer equipment, the department/office shall contact BCIS.

Advantages of a trade-in are reduced administrative overhead, storage, and handling costs for disposal of assets. It is very beneficial to the County that this portion of the purchasing process is utilized wherever practical. Departments/offices participating in this process shall assist in:

Identifying the asset scheduled for trade-in during the procurement process;

- Securing the asset scheduled for trade-in; and
- Making the asset available to contractor.

#### **T. Damaged/Replaced**

The department/office shall contact the Bexar County Risk Manager in the event an asset has been damaged to determine whether the asset qualifies for reimbursement under Bexar County's self-insurance or conventional insurance programs. Additionally, claims may be filed for this purpose. The department/office shall provide a copy of the filed claim and information regarding the replacement asset or the damaged asset to the Purchasing Department Fixed Asset Specialist for tagging and reporting.

#### **U. Vandalized**

The department/office shall contact the Bexar County Sheriff's Office and file a report documenting the vandalized asset. The department/office shall send copies of the report to the Purchasing Department and County Auditor's Office.

**V. Stolen**

The department/office shall report stolen assets from their department/office immediately to the Bexar County Sheriff's Office and shall complete a Bexar County Missing or Stolen Asset Incident Report (Attachment 3). The department/office shall send a copy to the Purchasing Department and County Auditor's Office. Generally, a replacement should not be requested until after 90 days to allow for asset recovery. The department/office shall notify the Purchasing Department if the asset is recovered so that the inventory records may be updated.

**W. Missing**

The department/office shall complete a Bexar County Missing or Stolen Asset Incident Report (Attachment 3) and send a copy to the Purchasing Department and the Auditor's Office. Assets identified as missing shall not be removed from the inventory records until a thorough search is completed. The department/office is required to make a thorough and adequate search for the missing asset and document steps taken to locate the asset.

**X. Cannibalization**

When the asset is transferred for disposal, the department/office shall indicate in the remarks column of the Bexar County Inventory Form (Attachment 2) identify an asset that was cannibalized and the component(s) removed. This action will aid in determining the condition of the asset when it is sold at auction or in determining whether or not it can be removed from the inventory.

The Purchasing Department will update the inventory records to reflect the cannibalization identified on the Bexar County Inventory Form and if provided, shall document the asset that is to receive the cannibalized part(s).

**Y. Vehicle Title and License**

The County Fleet Maintenance accepts vehicles purchased by Bexar County. The original title for vehicles is retained by Fleet Maintenance. Fleet Maintenance prepares the forms required by the Vehicle and License section of the County Tax Assessor/Collector's Office or other agencies, and applies for exempt license plates. Upon disposal of vehicles and titled equipment, the Fleet Maintenance representative signs the original titles. The department/office coordinates with Fleet Maintenance for the transfer of vehicles through the Purchasing Department as part of the disposal process.

**Z. Reuse**

Department/offices may request a transfer of surplus assets located in another department/office. Assets such as office furniture and equipment are occasionally available. Department/offices that are interested in leveraging budget funds by receiving existing assets from other departments/offices shall contact the Purchasing Department to inquire whether surplus assets are available and to coordinate transfer.

## **AA. Inventory Exercise**

An inventory exercise is conducted at a minimum once each year. The Purchasing Department will send representatives to each department/office worksite and attempt to locate the assets, reconcile the findings to the inventory records for that department/office, and evaluate differences with the department/office. Each department/office shall designate an employee to assist with the process of determining the location of assets and providing information regarding asset additions, deletions, corrections, and/or additional comments. The department/office inventory records are reconciled and exceptions identified. A report is provided to the Bexar County Purchasing Agent Board and the County Auditor's Office on July 1<sup>st</sup> each year.

## **AB. Disposal**

By state law only the Purchasing Agent, upon approval of Commissioners Court can dispose of County assets subject to this policy. A department/office that no longer uses an asset because duties, workloads, or personnel changes have occurred, or the condition of an asset deteriorates and it becomes unusable, the department/office shall contact the Purchasing Department to coordinate the disposal of assets and/or furniture. In addition, the Purchasing Agent is responsible for identifying and disposing assets that are declared "surplus" or "salvage". The Purchasing Department supervises a variety of actions including: competitive bid, trade-in, auction, donation, or recycling. The Purchasing Agent shall determine appropriate disposal method and take action based upon recommendation by the department/office and upon approval granted by the Commissioners Court.

To begin the process of disposal, the department/office requests a transfer of the asset out of the department/office inventory records with use of the Bexar County Inventory Form (Attachment 2). The department/office shall note the condition of the equipment (Good, Fair, Poor) and provide specific descriptive information in the "Remarks" column e.g. Typewriter, Electric - works but does not backspace properly.

Once the Inventory Form is completed, the next step is to contact the Purchasing Department. Assets are not transferred without a completed Inventory Form. The department/office shall not dispose of assets by other means. Large assets such as vehicles, road machinery, and furniture are to remain with the department/office until a disposition method is determined. Department/offices are asked to provide the Purchasing Department a plan for addressing the timelines and costs associated with the handling, moving, and storing of assets scheduled for disposal.

Generally computer hardware deemed as surplus under this policy is used as trade-in during the purchase process. BCIS shall notify the Purchasing Department upon removing computer hardware from service and provide the tag number, removal date, location, make and model.

In examining assets and/or furniture for disposal the Purchasing Agent shall use the following definitions:

Salvage asset - Asset, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

Surplus asset - Asset that:

- (A) is not salvage asset or items routinely discarded as waste;
- (B) is not currently needed by County;
- (C) is not required for County's foreseeable needs; and
- (D) possesses some usefulness for the purpose for which it was intended.

In disposing of all assets the Purchasing Agent, with approval by Commissioners Court, may:

Sell the surplus or salvage asset by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the County;

Offer the asset as a trade-in during the purchase process;

Donate the asset to a civic or charitable organization located in the County; or

Order the asset to be destroyed or otherwise disposed if the Purchasing Agent undertakes to dispose of the asset and is unable to do so because no bids are received.

#### **AC. Recording**

There are two methods by which the Purchasing Department records assets:

- o entry of received assets purchased with a Purchase Order; or
- o entry of received assets resulting from forfeiture proceedings, use of commissary funds, discovery during audit, or donations to Bexar County.
- o Note: Anytime an asset is found that has not been tagged, the Purchasing Department should be notified to coordinate tagging and reporting.

#### **AD. Tagging**

Upon receiving notification from the department/office the Purchasing Department shall tag the asset. Additionally, anytime an asset is found that has not been properly tagged, the Purchasing Department should be notified to coordinate tagging and reporting.

All assets shall be identified with a "Tag" with an asset number assigned. It may be a sequential, consecutive number. Asset tagging is accomplished by the Purchasing Department or those designated by the Purchasing Agent. When an asset is purchased with a Purchase Order, the receipt copy of the Purchasing Order is forwarded to the department/office by the Purchasing Department.

Consistent tagging practices ensure efficiency during the tagging process as well as subsequent inventory. When practical, asset tags are placed adjacent to the equipment manufacturer's I.D. plate. If there is not sufficient space or the surface is not appropriate, the tag may be placed away from heavy exposure, wear areas, or at a place which does not detract from the asset's appearance. Additionally, the asset tag shall be affixed so that it can easily located without moving or dismantling and it can be easily located during inventory exercises. The department/office shall notify the Purchasing Department when an asset is received for tagging and reporting.

## **AE. Asset Tag**

The Asset Tag is an adhesive label used to identify County assets. The types of tags are:

Bar Code Tag - Numerically controlled labels for controlled or fixed assets.

Computer Tag - Used for computers/peripheral and other technology equipment within communication closets throughout County buildings to include but, not limited to network routers and network switches. BCIS shall ensure tags are affixed to these assets and provide the Purchasing Department a list that includes information regarding the tag number, location, and date received, and model number. Assets such as firearms are tagged by proxy referencing manufacturer's serial number in lieu of a controlled/fixed asset tag.

Note: Anytime an asset is found that has not been tagged, the Purchasing Department should be notified to coordinate tagging and reporting.

## **AF. Recycling**

Waste assets and some salvage assets may be of greater value to the County when sold for materials or scrap rather than being disposed of as waste. The Purchasing Department shall coordinate recycling of assets with departments/offices.

## **AG. Destruction**

As per the Texas Local Government Code, the Commissioners Court may order the property to be destroyed as worthless if it cannot sell the property'. When this situation occurs, the Purchasing Department compiles a list of assets for destruction and presents the list to Commissioners Court for consideration and action. Generally, this action is taken upon extensive efforts to dispose of the assets by sale, donation, or recycling. Upon Court approval, the Purchasing Department shall coordinate with the department/office destroy and dispose of the asset. The Purchasing Department shall update the inventory records to reflect the removal and destruction.

## **SECTION 15** **APPENDICES**

### **A. Definitions**

ADVERTISEMENT or ADVERTISE - A public notice put in a newspaper of general circulation containing information about an Invitation for Bid or Request For Proposal as specified in TEX. LOC. GOV'T CODE ANN., §262.025.

AFS SYSTEM - Bexar County's Financial Management System, which includes the purchasing module.

AMENDMENT - A document used to change the terms and/or conditions of a Solicitation.

ANNUAL TERM CONTRACT - A recurring contract for goods or services, usually in effect on a 12-month basis.

AUDITOR - Bexar County Auditor and his/her designated representatives.

BIDDERS LIST - An automated list of vendors who have applied to Bexar County indicating an interest in submitting bids for particular categories of goods and services.

BLANKET DELIVERY ORDER (BDO) - A BDO allows a department to establish a ceiling or account for a specific dollar value to purchase an unspecified quantity or type of good or service from a vendor with whom the County has a contract. It is used when specific items and quantities are not defined.

CHANGE ORDER - A construction contract document that changes the contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

COMMISSIONERS COURT - Bexar County Commissioners Court.

COMMODITY CLASS LIST - A means of classifying goods and services with a unique number assigned to each description.

COMPETITIVE BIDDING - Letting available vendors compete with each other to provide goods and/or services.

COMPETITIVE PROPOSAL PROCESS – Available vendors compete with each other to provide goods and services in compliance with TEX. LOC. GOV'T CODE ANN., §262.030.

COMPONENT PURCHASES - Purchasing a series of component parts of goods that normally would have been purchased as a whole.

CONTRACT - A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are to be furnished to the County and the County's authorized representative commits County funds.

CONTRACT DELIVERY ORDER - Contract Delivery Orders are purchase orders for specific items at specific prices placed with vendors with whom the County has an existing contract.

CONTRACTOR - A vendor, which has been awarded a contract by Bexar County.

COUNTY - Bexar County.

CYCLE TIME - The time between when a purchase requisition is assigned to a buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, nor the time it takes for the Purchasing Department to make corrections to the requisition.

EMERGENCY PURCHASE - A purchase that is needed because of an emergency condition as described in TEX. LOC. GOV'T CODE ANN., §262.024(a)(1).

EMPLOYEE - Any County, district or precinct elected official, appointed official, or employee when the purchase will be funded even partially with County funds or anyone who acts on behalf of any of these persons.

ENTERPRISE OWNER INFORMATION FORM - A company may be recognized as a SMWBE, as defined herein, upon successful completion of an Enterprise Owner Information Form in response to a Bexar County Invitation to Bid (IFB) or Request for Proposal (RFP) and in accordance with Section 10 of the Bexar County Administrative Policy 8.0.

FORMAL COMPETITIVE BIDDING - The bidding process (\$50,000 and above) specified in TEX. LOC. GOV'T CODE ANN., §262.023 which requires approval by the Commissioners Court.

GOODS - Includes any personal property to be purchased by the County, including equipment, supplies, material and component or repair parts.

INVITATION FOR BID or IFB - Specifications and formal bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

LEASE - A contract for the use of personal property for a period of time in return for a specified compensation.

LOWEST RESPONSIBLE BID - The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the county in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor's past performance into consideration.

MODIFICATION - A document used to change the terms and/or conditions of a contract.

OFFICIAL - Any elected or appointed official and any person authorized to act on their behalf.

PRE-BID/PROPOSAL CONFERENCE - A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for services or supplies required by the County. Held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

PROPRIETARY INFORMATION - Information in bids or proposal to which Vendor claims ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act (TEX. LOC. GOV'T CODE ANN., chapter 552).

PURCHASE ORDER - An order by the Purchasing Department for the purchase of goods and services written on the county's standard Purchase Order form and which, when accepted by the vendor without qualification becomes a contract. The vendor agrees to deliver and invoice for goods or services specified, and the County commits to accept the goods or services for an agreed upon price.

PURCHASING - The act, function, and responsibility for the acquisition of goods and services including construction and professional/personal services.

PURCHASING ACT - Chapter 262, subchapter C of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

PURCHASING AGENT -The purchasing agent for the County who reports to the Purchasing Agent Board and his/her designated representatives.

PURCHASING AGENT BOARD - A board composed of three district judges and two county commissioners who are responsible for appointing the Purchasing Agent and approving the Purchasing Department's budget.

PURCHASING CARD CARDHOLDER – County personnel who have been issued purchasing cards and who are authorized to make purchases in accordance with purchasing card procedures.

PURCHASING CARD SPECIALIST – Resides in the Purchasing Department and is responsible for procurement program details, including Purchasing Cardholder inquiries.

PURCHASING DEPARTMENT - Bexar County Purchasing Department and its staff.

PURCHASING LAWS - The laws that govern county purchasing including the following:

- Purchasing Act, (TEX. LOC. GOV'T CODE ANN., ch. 262, subch. C)
- Public Property Finance Act, (TEX. LOC. GOV'T CODE ANN., ch. 271, subch. B)
- State Contract, (TEX. LOC. GOV'T CODE ANN., sec. 262.002, 271.081-3)
- State Catalogue, (TEX. GOV'T CODE ANN., ch. 2157 in co-ordination with TEX. LOC. GOV'T CODE ANN., ch. 271.081-3)
- Services and Products of Severely Disabled, (TEX. HUM. RES. CODE ANN., sec. 122.014)
- Interlocal Cooperation Agreement, (TEX. GOV'T CODE ANN., ch. 791)
- Prompt Payment Act, (TEX. GOV'T CODE ANN., ch. 2251)
- Bidders from other States and 5% Retainage, (TEX. GOV'T CODE ANN., ch. 2252)
- Public Works Performance and Payment Bonds, (TEX. GOV'T CODE ANN., ch. 2253)
- Professional Services Procurement Act, (TEX. GOV'T CODE ANN., ch. 2254, subch. A)
- Wage Rate for Construction Projects, (TEX. REV. CIV. STAT. ANN., Art. 5159a)
- Sales tax exemption for incorporated purchases (TEX. TAX CODE ANN. § 151.131)
- Worker's Compensation Compliance (Workers Compensation Rule 110.110)

REQUEST FOR OFFER or RFO - A process for soliciting offers from three catalogue vendors authorized by the Texas Building and Procurement Commission pursuant to TEX. GOV'T CODE ANN., ch. 2157 and negotiating with them for the best value and a purchase in the best interest of the Bexar County.

REQUEST FOR PROPOSAL or RFP - A document requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received, but before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., section §262.0295 or §262.030.

REQUEST FOR QUALIFICATIONS or RFQ - A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act.

REQUISITION - A request by a department to the Purchasing Department which authorizes the Purchasing Department to enter into a contract with a vendor to purchase goods or services for the county and the Auditor to charge the appropriate department budget. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.

REVIEWER/APPROVER – The individual designated by an elected or appointed official to review and approve a cardholder's purchasing card monthly statement of account.

SEALED BIDS - Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope.

SEPARATE PURCHASES - Purchases made in a series of separate purchases, goods and services that in normal purchasing practices would have been purchased in one purchase.

SEQUENTIAL PURCHASES - Purchases made over a period of time that in normal purchasing practices would be made as one purchase.

SERVICES - Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

SINGLE PURCHASE LIMIT – The purchasing card dollar amount limitation of purchasing authority delegated to a Purchasing Cardholder. The single purchase and monthly per-card limit is \$1,000.

SMWBE - A business in which at least 51% ownership is owned by one or more persons who have been historically underutilized because of their identification as being African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans or Women or a business owner meeting all criteria outlined in the U.S. Department of Transportation (DOT) guidelines in 49 CER Part 26, including the CFR 121 Small Business Administration size standards and DOT size cap, but personal net worth is excluded.

SOLE SOURCE GOOD OR SERVICE - A good or service that can be obtained from only one source that is purchased in compliance with TEX. LOC. GOV'T CODE ANN., section §262.024 (a)(7) and (c).

SOLICITATION - A document, such as an invitation for bid, request for proposal, request for offers or request for qualifications, issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

SPECIFICATIONS - A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, or preparing any item for delivery, or preparing or installing it for use. The specification is the total description of the item to be purchased.

STATEMENT OF ACCOUNT – The monthly listing of all purchasing card transactions, issued by the bank directly to the Purchasing Cardholder and the coordinator in the Purchasing Department.

USER DEPARTMENT - The department from whose budget the contract will be paid.

VENDOR - One who sells something; a "seller." A vendor is also a company from which a Purchasing Cardholder is purchasing materials and/or equipment or services under the provisions of the purchasing card procedures.

## **B. Applicable Forms**

### **1. Specification and Standards References**

#### **SOURCES OF INFORMATION**

##### **Federal Government**

Federal Non-Military Specs  
General Services Administration  
Specifications Unit (WFSIS)  
7<sup>th</sup> and D Streets, S.W.  
Washington, D.C. 20407  
202-472-2205 or 2140  
[www.gsa.gov](http://www.gsa.gov)

Federal Military Specs  
Department of Defense  
Naval Publications and  
Forms Center  
5801 Tabor Avenue  
Philadelphia, PA 19102  
215-697-3321  
[www.dod.gov](http://www.dod.gov)

NIOSH  
Department of Health and  
Human Services  
National Institute for  
Occupational Safety & Health  
Robert A. Taft Laboratories  
4676 Columbia Parkway  
Cincinnati, OH 45226  
[www.niosh.gov](http://www.niosh.gov)

Federal Publications  
Superintendent of  
Documents  
Government Printing Office  
Washington, D.C. 20402  
[www.gpo.gov](http://www.gpo.gov)

Federal  
GSA Spec Activity  
Naval Weapons Plant  
Room 3197  
Building 301  
Washington, D.C. 20407

Federal Telephone Numbers  
U.S.D.A. 202-447-5881  
Publications 202-447-2791  
National Agriculture  
Library 301-344-3755  
FDA 301-443-3170

## Standards Writing Organizations

American Bar Associations (ABA)  
750 N. Lake Shore Drive  
Chicago, IL 66061

American National  
Standards Institute  
1430 Broadway  
212-354-3300  
[www.ansi.org](http://www.ansi.org)

American Society for  
Testing & Materials (ASTM)  
100 Barr Harbor Drive  
West Conshohocken, PA 19428  
610-832-9585  
[www.astm.org](http://www.astm.org)

International Coalition for  
Procurement Standards  
100 Barr Harbor Drive  
West Conshohocken, PA 19428  
610-832-9585  
[www.astm.org](http://www.astm.org)

National Institute for  
Standards & Technology (NIST)  
Gaithersburg, MD 20899  
301-975-2000

Underwriters Laboratories,  
Inc. (UL)  
Public Information Services  
333 Pfingsten Road  
Northbrook, IL 60062  
312-272-8800

## Other Sources of Information

American Plastics Council  
Washington, D.C.  
202-223-0125 (Inside Washington, D.C.)  
800-243-5790 (Outside Washington, D.C.)

Buyers Laboratory, Inc.  
20 Railroad Avenue  
Hackensack, NJ 07601  
201-488-0404

Council of State Governments  
Iron Works Pike  
P.O. Box 11910  
Lexington, KY 40578  
606-252-2291

Government Product News  
1100 Superior Avenue  
Cleveland, OH 44114  
216-696-7000  
[www.govpro.com](http://www.govpro.com)

National Association of Counties  
440 First Street, NW  
Washington, D.C. 20001  
202-393-6226  
[www.naco.org](http://www.naco.org)

National Assoc. of Educational Buyers  
450 Wireless Blvd.  
Hauppauge, NY 11788  
516-273-2600  
[www.naeb.org](http://www.naeb.org)

Institute of Supply Mgmt  
2055 East Centennial Circle  
P.O. Box 22160  
Tempe, AZ 85285  
800-888-6276  
[www.ism.ws](http://www.ism.ws)

National Assoc. of State  
Purchasing Officials  
201 East Main St., Ste. 1405  
Lexington, KY 40507

National Institute of Governmental  
Purchasing, Inc.  
151 Spring St.  
Herndon, VA 20170-5223  
800-FOR-NIGP  
[www.nigp.org](http://www.nigp.org)

National Law Enforcement and  
Corrections Technology Center  
U.S. Department of Justice  
2277 Research Blvd., M/S 8J  
Rockville, MD 20850  
800-248-2742  
[www.justnet.org](http://www.justnet.org)

National Purchasing Institute  
(An Affiliate of ISM)  
P.O. Box 370192  
Las Vegas, NV 89137  
702-989-8095  
[www.npicconnection.org](http://www.npicconnection.org)

National Recycling Coalition, Inc.  
805 15<sup>th</sup> Street, NW  
Washington, D.C. 20005  
202-789-1430

Public Technology, Inc.  
1301 Pennsylvania Ave., N.W., Ste. 830  
Washington, D.C. 20004  
866-664-6368  
[www.pti.org](http://www.pti.org)

## 2. Specification Format (Source: Model Purchasing Manual for Texas Cities and Counties)

### Sample Specification Format

#### Specification for good/service

##### 1.0 SCOPE AND INTENT

- 1.1 Scope: Explain title and summarize the applicable sections of the specification.
- 1.2 Intent: State the use of the item and the departments that will use it. The intent section also defines the classification of the item.

##### 2.0 DEFINITIONS AND APPLICABLE DOCUMENTS

- 2.1 Definitions: Define technical and critical terms where necessary.
- 2.2 Applicable Documents: List and reference all documents referred to in the specification, including title, edition or issue number, year of publication and publisher or originating organization. If necessary, state where the documents are located.

##### 3.0 REQUIREMENTS

- 3.1 Performance Requirements and Characteristics: List all needs and performance requirements. Include work-related needs that the item must fulfill.
- 3.2 Design Features and Requirements: List all design requirements, including materials, manufacturing standards and directions, dimensions, physical characteristics and workmanship standards.
- 3.3 Other Requirements: List any requirements not covered in the first two sections.

##### 4.0 QUALITY ASSURANCE

- 4.1 Test Requirements: List any testing requirements including sampling, inspection, laboratory certifications and other quality control requirements.
- 4.2 Remedies and Penalties: List all remedies available to the government for non-compliance with specifications. Detail penalties for failure to perform or comply.

### 3. Discretionary Exemption Form

#### INTEROFFICE MEMORANDUM

**MEMO TO:** Daniel R. Garza, Purchasing Agent

**DATE:** (Type Date Here)

**FROM:** (Type Department Representative Name and Title Here)

**SUBJECT:** Discretionary Exemption for a purchase from (Type Supplier Name Here)

Formal competitive procurements are required for purchases over \$50,000. Purchases of any of the following are exempt from the competitive procurement requirements if the Commissioners Court grant the exemption. The Purchasing Agent grants the exemption to informal competitive procurements for purchases below \$50,000. Please check all applicable blocks below (more than one may apply) and provide an explanation on the following sheet.

The item / service purchased is:

- an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
- necessary to preserve or protect the public health or safety of the residents of the County;
- necessary because of unforeseen damage to public property;
- a personal or professional service;
- individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
- any land or right of way;
- obtained from only one source, including: items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, or other specialized needs;
- captive replacement parts or components for equipment;
- food (applies only to sealed competitive bidding, must solicit at least three phone quotes);
- personal property sold: at an auction by a state licensed auctioneer, at a going out of business sale or by a political subdivision of the State of Texas, a state agency of the State of Texas, or any entity of the federal government;
- vehicle and equipment repairs;

- the renewal or extension of a lease or of an equipment maintenance agreement if: (1) the lease or agreement has gone through the competitive bidding procedure within the preceding year, (2) the renewal or extension does not exceed one year and (3) the renewal or extension is the first renewal or extension of the lease or agreement.

This item / service:

- does require Commissioner's Court approval.
- does not require Commissioner's Court approval.

Authorized Signature: \_\_\_\_\_

Discretionary Exemption Explanation:  
(Type explanation here)

**Please call the Purchasing Department at 210-335-2211 for assistance with this form.**

**4. Purchasing Card Application Form**

**Chase Bank Purchasing Card Account Application Form**  
**For Bexar County, Texas, Agency Code C0150**

*Application: Please Complete and forward to: Chrissy Lopez in Purchasing Office 210-335-3245*

(A) Check Only One:

- New Purchasing Card Only** (Note Only One Card Will be Issued)
- New Travel Card Only** (Note Only One Card Will be Issued)
- Change** (Note Only complete fields to be changed)

(B) Cardholder Information (Please Print Required Information)

Cardholder Name (24 Characters) \_\_\_\_\_ Social Security # XXX-XX-\_\_\_\_\_

Department Name (24 Characters) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Employee ID \_\_\_\_\_

Address Line 1 (35 Characters) \_\_\_\_\_ Work Phone: 210-\_\_\_\_ - \_\_\_\_\_

Address Line 2 (35 Characters) \_\_\_\_\_ Home Phone: 210-\_\_\_\_ - \_\_\_\_\_

City: San Antonio, Texas, Zip Code: \_\_\_\_\_

(c) Cardholder Controls (Required)

Fund Code (3 Digit Number)	Agency Number (3 Digit Number)	Organization Number (4 Digit Number)	Sub-Organization (4 Digit Number)	Appropriations Unit (First 4 Digits Only)

(D) Cardholder Limits (Required)

Credit Limit (CSL) (Not to Exceed \$10,000.00) \_\_\_\_\_ Single Purchase Limit (SPL) (Not to Exceed \$1,000.00) \_\_\_\_\_

Authorization Per Day (Not to Exceed 99) \_\_\_\_\_ Transaction Per Cycle (Not to Exceed 99) \_\_\_\_\_

(E) Travel Card Only (Cardholder & Department Head/Elected Official Please Sign Under Statement)

I certify that this card is for Travel related purchases only.

\_\_\_\_\_ Cardholder Signature \_\_\_\_\_ Department Head/Elected Official Signature

(F) Cardholder Approvals

Cardholder Name: \_\_\_\_\_ Cardholder Signature/Date: \_\_\_\_\_

Department Head/Elected Official Name: \_\_\_\_\_ Department Head/Elected Official Signature/Date: \_\_\_\_\_

(G) Purchasing Card Program Specialist Use Only

*Reporting Hierarchy Level Numbers*

Level 1 \_\_\_\_\_ Level 2 \_\_\_\_\_ Level 3 \_\_\_\_\_ Level 4 \_\_\_\_\_

Verification ID Number: \_\_\_\_\_ MCC Group \_\_\_\_\_

Account Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Verification ID # Verified: \_\_\_\_\_ Date: \_\_\_\_\_ Initials: \_\_\_\_\_

## 5. Purchasing Card Employee Agreement

### BEXAR COUNTY EMPLOYEE PURCHASING CARD AGREEMENT

I, \_\_\_\_\_, (Cardholder) hereby request a Purchasing Card. As Cardholder, I agree to comply with the terms and conditions of the Purchasing Card Guidelines, and all Bexar County Policies and Procedures governing the purchase of commodities and services. I hereby will agree and comply with to all the following statements:

- I acknowledge receipt of said Agreement, confirm that I have read, and understand the terms and conditions set forth in the Bexar County Purchasing Manual.
- I understand that Bexar County is liable to the issuing bank for charges made on the Purchasing Card issued in my name.
- I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policies and procedures as set forth in the Bexar County Manual.
- I understand that purchases made in violation of the policies and procedures as set forth in the Bexar County Purchasing Manual will subject me liability for the total dollar amount of such unauthorized purchases and any administrative costs associated with the unauthorized purchases.
- I understand I may be liable to refund Bexar County the purchases up to and including payroll deduction of the unauthorized purchases.
- I agree to use the Purchasing Card for Bexar County approved purchases only and agree not to use said Purchasing Card to charge personal purchases.
- I understand that Bexar County will audit the use of this card and may report any discrepancies.
- I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment in accordance with Administrative Policy 8.3, Temporary Chapter IX Discipline and Conduct Section 5, 9.15 and Chapter 735 Appendix A. No. 1.
- I agree to return the Purchasing Card immediately upon termination of my employment (including retirement).
- I understand that Bexar County may limit the Purchasing Card privileges granted to me or terminate my right to use the Purchasing Card at any time and without cause.

Cardholder Signature / Date		Cardholder Department
Reviewer / Approver		
Reviewer / Approver Name		Reviewer / Approver Signature / Date
Department Head / Elected Official		
Department Head / Elected Official Name		Department Head / Elected Official Signature/Date
For Purchasing Card Program Specialist Use Only		
Purchasing Card Account Number		Date
Purchasing Card Program Specialist		Date

## 6. Purchasing Card Transaction Log

### BEXAR COUNTY PURCHASING CARD TRANSACTION LOG

Department Name/Last 4 digits of Card: \_\_\_\_\_ For the Month of: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_

	Date of Trans	Vendor Name	Vendor Tax ID	Total Purchase Amount	Object Code	Object Code Total	Description of Purchase	Received	SWMBE	Travel Expense*
1				\$						
2				\$						
3				\$						
4				\$						
5				\$						
6				\$						
7				\$						
8				\$						
9				\$						

\* I certify this is a travel related expense and all travel guidelines and policies have been adhered to. I also certify that I have received the appropriate approval and authorization for this expense and I have attached a copy of the Request for Travel to this log.

I certify the above listed transactions were purchased for the benefit of department and is the property of Bexar County.

Reviewer/Approver Name/Date: \_\_\_\_\_

Reviewer/Approver Signature \_\_\_\_\_

Auditor Name/Date \_\_\_\_\_

Auditor Signature \_\_\_\_\_

## 7. Purchasing Card Dispute Form

**CHASE BANK**  
**Phone 1-800-890-0669, Fax 1-888-297-0785, Attn: Commercial Card Services**  
**Cardholder Statement of Disputed Item**

Organization Name: Bexar County C0150

Cardholder Name: \_\_\_\_\_ Cardholder Account Number: \_\_\_\_\_

Statement Date	Transaction Date	Merchant Name/Description
Amount	Posting Date	Reference Number

Check the description most appropriate to your dispute. If you have any questions, contact Chase Bank at 1-800-890-0669.

- \_\_\_ 1. **Alteration of Amount:**  
 The amount of the sales draft has been altered from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
  
 (Please include copy of sales draft)
- \_\_\_ 2. **Unauthorized Mail or Phone Order:**  
 I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.
- \_\_\_ 3. **Cardholder Dispute:**  
 I did participate in the above transaction, however, I dispute the entire charge, or a portion, in the amount of \$ \_\_\_\_\_  
 Because: \_\_\_\_\_  
 \_\_\_\_\_
- \_\_\_ 4. **Credit Not Received:**  
 The merchant has issued me a credit slip for the transaction listed above; however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old (Please include a copy of the credit voucher.)
- \_\_\_ 5. **Imprinting of Multiple Slips:**  
 The above transaction represents multiple billing to my account. I only authorized one charge from this merchant for \$ \_\_\_\_\_. I am still in possession of my card.
- \_\_\_ 6. **Merchandise Not Received:**  
 My account has been charged for the above transaction, but I have not received this merchandise. I have contacted the merchant.
- \_\_\_ 7. **Merchandise Not Received:**  
 My account has been charged for the above transaction, but I have since contacted this merchant and canceled the order. I will refuse delivery should the merchant still be sent.
- \_\_\_ 8. **Merchandise Returned:**  
 My account has been charged for the transaction listed above, but the merchandise has been returned. Provide description of the circumstances. (Please include postal receipt if applicable).
- \_\_\_ 9. **Inadequate Description / Unrecognized Charge:**  
 I do not recognize this charge. Please supply a copy of the sales draft for my review.
- \_\_\_ 10. I am no longer disputing this charge.

Authorized by: \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_

## 8. Fixed Asset Hand Receipt

FIXED-ASSET HAND RECEIPT					
DATE:		ORIGINATING DEPARTMENT:			ACCT NO:
TRANSFER TO:		LOAN TO:			TURN-IN:
ITEM	MAKE	MODEL	S/N	BC TAG NO	*REMARKS
* OK = Working Order    RP = Needs Repair    JK = Beyond Economical Repair (Explain)					
I certify that the property listed above is assigned to my Department, the condition as stated in the Remarks column is true to the best of my knowledge, and equipment is no longer needed.					
_____		_____		_____	
Printed Name & Title		Signature and Date		Telephone Number	
I acknowledge receipt for above equipment and request it be added to my fixed assets inventory.					
_____		_____		_____	
Printed Name & Title		Signature and Date		Telephone Number	
_____		_____		_____	
Purchasing Department Name & Title		Signature and Date		Telephone Number	

109-12 Apr. 04

**9. Enterprise Owner Information Form**

**ENTERPRISE OWNER INFORMATION FORM**

**I. OWNER STATUS (Check applicable boxes)**

**BUSINESS NAME:** \_\_\_\_\_

**MALE/FEMALE**

- Male
- Female

**ETHNICITY**

- White
- Hispanic
- Asian Pacific
- Sub-Continent Asian
- Black/African American
- Native American
- Other Ethnicity \_\_\_\_\_

**PHYSICAL CONDITION**

- Disabled
- Not Disabled

**ENTERPRISE SIZE**

- Small Business
- Large Business

**BUSINESS STRUCTURE**

- Sole Proprietor
- Partnership
- LLC
- Multi Ethnicity
- Public Corporation
- Private Corporation
- Non Profit Organization

**FEDERAL TAX ID #** \_\_\_\_\_

**II. SUBCONTRACTORS**

None. No subcontractor(s) will be used to complete this contract.

Yes. Name(s) of Subcontractor(s): \_\_\_\_\_ ( ) % of Total Contract

Address: \_\_\_\_\_  
(Attach a list if additional space is necessary)

**III. CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)**

Bexar County has established a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. Bexar County will accept certification from various agencies, [i.e. local ([www.sctrca.org](http://www.sctrca.org)), State of Texas ([www.thpc.state.tx.us](http://www.thpc.state.tx.us)), Federal ([www.sha.gov](http://www.sha.gov) or [www.ra.gov/O.SDBI](http://www.ra.gov/O.SDBI)), and the private sector ([www.csmhc.org](http://www.csmhc.org) or [www.wbe-texas.org](http://www.wbe-texas.org))]

Certifying Agency: \_\_\_\_\_ REG #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 SBE  MBE  WBE  DBE  8(a)  Veteran

For information on the certification process or access to SMWBE vendors, call (210) 335478 or [www.hexar.org/smwbe](http://www.hexar.org/smwbe)

**IV. BEXAR COUNTY SOLICITATIONS**

Bexar County solicitations are available at [www.hexar.org](http://www.hexar.org). Click on Electronic Purchasing. The Texas EPurchasing Group website is the single site for such solicitation notices. They may be accessed thru the Bexar County Website referenced here. State Law prohibits set-asides or preferences for County purchases.

**NOTICE RECEIPT**

Bexar County is interested in providing the best service possible to our customers in the most efficient manner possible. In order to continue that service, your completion of the appropriate blocks below will assist us.

**HOW DID YOU RECEIVE NOTICE OF THIS SOLICITATION?**

- \_\_\_ Newspaper advertisement. Company subscribes to newspaper: \_\_\_ Yes \_\_\_ No \_\_\_\_\_ Newspaper title
- \_\_\_ Downloaded from Bexar County Website at [www.hexar.org](http://www.hexar.org) using: \_\_\_ Home computer \_\_\_ Company computer
- \_\_\_ Facsimile, Email, or download from BidNet.com Company ( \_\_\_ is ) ( \_\_\_ is not ) a subscriber to BidNet
- \_\_\_ Direct mail from Bexar County Purchasing \_\_\_ Visited Bexar County Purchasing and noticed bid posted
- \_\_\_ Bexar County SMWBE office OTHER: \_\_\_\_\_

(2004)

**10. Vendor Bid List Application**



**BEXAR COUNTY  
PURCHASING DEPARTMENT**  
Vista Verde Plaza \* 233 N. Pecos, Suite 320 \* San Antonio, Texas \* 78207-3178  
Daniel R. Garza  
County Purchasing Agent

**BEXAR COUNTY PURCHASING DEPARTMENT BIDDER APPLICATION**

Thank you for being interested in doing business with Bexar County. Please complete the following and return to the address listed above or email to [purchasing1@bexar.org](mailto:purchasing1@bexar.org)

Company Name: \_\_\_\_\_  
(Type or Print)

Tax Identification Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Commodities or Services your company provides:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Website: [www.bexar.org](http://www.bexar.org) \* E-mail: [purchasing1@bexar.org](mailto:purchasing1@bexar.org) \* Phone: 210-335-2211 \* Fax: 210-335-2219

**11. Price Tabulation**

<b>SOLICITATION REFERRAL &amp; PRESENTATION</b>					
<b>TO: COMMISSIONER'S COURT</b>			<b>FROM:</b>		
IFB/RFP NO.		ITEMS/SERVICES:			
ESTIMATED COST:		USING DEPARTMENT(S):			
BIDS SOLICITED:		BIDS RECEIVED:		BIDS EXPIRE:	
(* ) SCTRCA/SBA Certified SMWBE's		(** ) MWBE's other than SCTRCA/SBA Certified			
<b>PART 1</b>					
Bids as shown below have been received, opened and tabulated, and are hereby presented to this honorable Court pursuant to V.T.C.A. Local Government Code Section 262					
BIDDER	BID AMOUNT	ALL ITEMS	BIDDER	BID AMOUNT	ALL ITEMS
1.			11.		
2.			12.		
3.			13.		
4.			14.		
5.			15.		
6.			16.		
7.			17.		
8.			18.		
9.			19.		
10.			20.		
<b>PART 2</b>					
<b>USER RECOMMENDATION:</b> (Attach sheet if additional space is needed)					
Item included in budget? <input type="checkbox"/> YES <input type="checkbox"/> NO Budget Line No. _____ For \$ _____					
Funded Requisition No's: _____					
_____ PRINTED NAME AND TITLE			_____ SIGNATURE AND DATE		
<b>PART 3</b>					
<b>DEPARTMENT RECOMMENDATION:</b>					
_____ Department Head/Elected Official					
<b>PART 4</b>					
APPROVED ( )					
DISAPPROVED ( )					
BY COMMISSIONER'S COURT ON:					
				_____ DATE	_____ INITIALS

## **C. RFP Template Information**

This information is provided as an outline to assist you in preparing an RFP. It is not intended to include all requirements necessary to meet policies and laws governing Bexar County procurements. Although not required, it is recommended that an evaluation team approach be used to evaluate proposals that are more complex. Please contact the Purchasing Agent before you issue an RFP for assistance.

Note: A cover letter must accompany this Request for Proposal. The letter is used to inform the service providers of unique situations covered by this request. In addition it must include: a) the number of copies of the proposal which must be submitted, b) the date on which this proposal must be submitted and c) the exact caption and address (to allow for delivery by other than U.S. Postal Service, a P.O. box number must not be used) to be placed on the envelope for submittal.

### **1. General Information**

#### **1.1 Purpose:**

PURPOSE: The heading should read "Request for Proposal." The sub-title should be descriptive of the service desired. A short paragraph should be used here to describe the type of service provider which should respond and the desired service.

#### **1.2 Issuing Office:**

Identify the County office or department issuing the Request for Proposal and the contact person within the office or department who can provide additional information relating to the proposals requested.

#### **1.3 Statement of Problem:**

Describe why the service is needed by the County. Provide enough details so that the supplier will be able to understand the need and the possible solutions to the problem. Indicate any recent changes or anticipated changes which may cause the need for this service to be different from past needs in this area. Describe why the County need may be different than the needs of other organizations.

#### **1.4 Statement of Purpose:**

Describe the major objectives of the project and briefly state what the final product should be. Be as pointed as possible.

### **2. Consideration**

#### **2.1 General:**

Service providers are required to submit their proposals upon the following express conditions:

- Service providers shall thoroughly examine the cover letter accompanying this Request for Proposal, drawings and all other solicitation documents.

- Service providers shall make all investigations necessary to inform themselves regarding site location, site conditions, plant and facilities for delivery of material and equipment and all other conditions as required by the solicitation.
- No plea of ignorance by the service provider of conditions that exist or that may thereafter may exist as a result of failure or omission on the part of the service provider to make the necessary examinations and investigations, or failure to fulfill in very detail the requirements and conditions of the solicitation will be accepted as a basis for varying the requirements of the County or compensations to the service provider.
- Service providers shall make all investigations necessary to inform themselves regarding site location, site conditions, plant and facilities for delivery of material and equipment and all other conditions as required by the solicitation.

## **2.2 Preparation of Proposals:**

Proposals will be prepared in accordance with the following:

All information required by the solicitation form shall be furnished.

Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

Alternate proposals will not be considered unless authorized by the "Request for Proposals."

Proposed service delivery times must be shown and shall include weekends and holidays.

Complete Enterprise Owner Information Form. Form 9 in Appendix B.

## **2.3 Number of Copies of the Proposal Needed:**

The proposer shall provide the required number of copies of the proposal as specified in the cover letter. No other distribution of proposals will be made by the service provider. On each copy the offeror shall print or type his/her name and manually sign the Proposal.

## **2.4 Officials Not to Benefit:**

No County employee or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.

## **2.5 Rejected of Proposals:**

The County reserves the right to reject any and all proposals received as a result of this Request for Proposal or to negotiate separately with any source whatsoever in any many necessary to serve the best interest of the County. The County does not intend to pay for the information solicited or obtained through any response.

## **2.6 Incurring Costs:**

The County of Bexar is not liable for any cost incurred by the service provider prior to issuance of a contract.

## **2.7 Pre-Proposal Conference:**

A formal pre-proposal conference will be held on the date and at the place specified in the cover letter. The purpose of this conference is to discuss with the service providers the service to be provided and to allow them to ask questions arising from their review of the Request For Proposal. The pre-proposal conference is for informational purposes only. Answers furnished will not be official until verified in writing by the issuing office or department. Answers that change or substantially clarify the Request For Proposal will be affirmed in writing; copies will be provided to all persons attending the conference. Proposals from service providers who fail to send representatives to the Pre-proposal conference will receive no consideration.

## **2.8 Inquiries:**

Questions that arise subsequent to the pre-proposal conference must be submitted in writing to the issuing office or department. Questions and answers thereto will be provided to all service providers who sent representatives to the pre-proposal conference. All questions must be submitted on or before the date specified in the cover letter.

## **2.9 Addenda to the Request for Proposal:**

In the event it becomes necessary to revise any part of this Request For Proposal, addenda will be provided to all service providers who received the basic Request For Proposal if the addenda are issued before the pre-proposal conference, or to all service providers who sent a representative to the pre-proposal conference if the addenda is issued after the conference.

## **2.10 Response Date:**

To be considered, proposals must arrive at the issuing office or department on or before the date and time specified in the cover letter. Service providers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal.

## **2.11 Type of Contract:**

The County uses its own professional/personal services agreement in contracting for professional/personal services. The characteristics of that agreement include:

- An indemnification provision holding the County harmless from negligence on the part of the professional, professional's employees, agents or consultants:
- A requirement that the service provider comply with all Federal and State laws and is responsible for obtaining all applicable permits, licenses and reviews relating but not limited to fire, safety, historic preservation, plan inspection, building permit and handicap access;

- A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability and worker's compensation as required by law and Bexar County.

Negotiations may be undertaken with those service providers whose proposal best addresses the needs of the proposed project and demonstrates the ability and experience to perform the work. Award of the contract will be to the responsive service provider whose proposal is most advantageous to the County.

### **3. Conditions**

#### **3.1 General:**

To be considered, service providers must submit a complete response to this Request For Proposal, using the format provided in section 4. Each proposal must be submitted in the required number to the location specified in the cover letter. No other distribution of the proposals will be made by the service provider. Proposals must be signed by an official authorized to bind the firm(s) to its provisions.

#### **3.2 Acceptance of RFP and Proposal Content:**

The contents of this RFP and the proposal of the successful service provider(s) may become contractual obligations, if a contract ensues.

#### **3.3 Proposal Preparation:**

Proposals should be prepared providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

#### **3.4 Oral Presentation:**

Service providers who submit a proposal may be required to make an oral presentation of their proposal to Commissioners Court. These presentations provide an opportunity for the respondents to clarify their proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations.

#### **3.5 Prime Contractor Responsibilities:**

The selected service provider will be required to assume responsibility for all services offered in the proposal whether or not the service provider produces them. Further, the County will consider the selected service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **3.6 Services Required:**

The services required for this project will include the following: (Department is to enter a full description of the services required including deliverables)

#### **4. Information Required From Service Provider**

For ease in review and evaluation, the proposals submitted for this project must be organized and presented as follows:

##### **4.1 Cover and Title Page:**

The following information must appear on the cover and/or the title page:

- Project title
- Name of the firm making the submittal along with address, phone number and contact person

The following citation:

- Submitted to:
- (Insert Name, Title)
- (Insert Street Address)
- (Insert City, State, Zip Code)
- Date of submittal

##### **4.2 Table of Contents:**

Identify materials by section and page number.

##### **4.3 Letter of Transmittal:**

The transmittal letter must include the following:

- Brief statement of understanding of the work to be performed and a positive commitment to perform the work within the time period.
- Name of the contact person or representative for the firm, their title, address and phone number.
- State whether the contact person is authorized to bind the firm. If not, who is authorized to sign on behalf of the proposer?

##### **4.4 Service Provider Information:**

In this section the respondent is asked to provide information about the firm(s) and the personnel to be assigned to this project. Be sure to include:

- A current resume of the proposed project supervisor;
- The name of the principal who would be responsible for the work;
- A list of references complete with names, addresses and phone numbers;
- A statement of the assessment of present workload.

#### **4.5 Statement of the Problem:**

In this section the respondent is asked to identify and develop the scope of the project. Give details as to your perception of the problem and how you propose to solve the problem. Respondents should not merely repeat the problem statement included in this Request For Proposal, but elaborate on the problem, the objectives and scope of the proposed project.

#### **4.6 Method:**

The respondent is asked to describe his/her substantive approach to addressing the problem. What services are to be performed? What kind of specialized services are needed? What kinds of data are to be collected and analyzed? Also in this section, the respondent should identify any constraints native to the method proposed.

#### **4.7 Statement of Work:**

Identify and outline what the firm(s) propose(s) to do. Describe your firm(s) approach to performing the specific services required in this project as noted in section 3.6 of the Request For Proposal. Include also a schedule of work to be performed with appropriate milestones and dates of completion. You should also identify the extent to which Bexar County staff and officials will be involved in the project.

#### **4.8 Management Plan:**

Describe in both narrative and graphic form how the firm(s) propose(s) to manage the project. Provide general information on the organization and management processes of the firm(s) involved in the project, as well as a more specific outline of the structure of the proposed project team. (sole proprietor, partnership, corporation, joint venture, etc.). This section should answer such questions as: Who will have overall responsibility? What will the lines of authority be? How much of each person's time will be committed to the project?

In addition to the narrative description, this management plan should include an organization chart of the project team. Also a chart should be prepared indicating the time commitments and task responsibilities at each phase of the project. This section should be summed up with assurances that a joint venture will be well coordinated and that any problems which may arise can be considered and resolved without infringing on the project.

#### **4.9 Fee Proposal:**

In this section the respondent is requested to furnish the fee proposed for all services as set forth in Section 3.6 including:

- The maximum price for completing requested work; and
- The maximum amount of anticipated reimbursable expenses along with a description of expenses, including hourly or daily rates, where appropriate.
- One or several sections may be added here to define how the fee proposal must be structured such as: A fixed fee for services and a not to exceed price on reimbursable items approved in advance by the County. Proposed basis for the performance of services with an estimate of total costs which may be anticipated. The respondent's

standard basis for extra services. Note: It should be stated that the fees are firm prices over a sixty (60) day period following the date of submission of the proposal.

Where the RFP is for professional/personal services where fee cannot be used to rank the proposals, the following may be used:

**4.10 Fee Proposal (To be placed in a separate sealed envelope)**

Section 4.9 should be placed in a sealed envelope to be used by the County after the proposals have been evaluated. In this section, the respondent is requested to furnish fee proposed for all services as set forth in Section 3.6. It is anticipated the fee will be based on the unit costs for services performed with an estimate of the total costs. Include your standard fees to be paid for any extra services. State the maximum price for completing requested work. It should be stated that the fees are firm prices over a sixty (60) day period following the date of submission of the proposal.

**4.11 Certification:**

The respondent is required to include the following statement and signature area:

I certify that \_\_\_\_\_ has carefully reviewed the RFP and recognizes that this proposal becomes the property of Bexar County and is non-returnable. I further certify that the enclosed information is accurate and verifiable by Bexar County, and that the below named signatory is fully authorized to bind the firm to the provisions of this proposal.

Signature of Principal: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

**5. Selection Criteria:**

It is the policy of Commissioners Court to discourage any unsolicited verbal or written communications from competing companies which may pertain or relate directly or indirectly to any proposal being evaluated by Commissioners Court which has been submitted in response to a Request For Proposal and which contemplates award of a professional contract, unless provided for in the Request For Proposal.

Any necessary request for clarification, delineation, or explanation of a company's proposal will be made in writing by the designated Agent in the Request For Proposal and the response will follow the same procedure or as otherwise directed by the Request For Proposal.

Proposals will be evaluated and weighted factors will be applied for evidence of understanding of the problem, the objectives to be achieved, and the technical and administrative capabilities in relation to the needs of the project and the reasonableness of costs shown in relation to the work to be performed. The following criteria are those that may be applied in the evaluation of the Request for Proposals.

**5.1 Qualifications:**

The extent to which the firm has personnel with the necessary experience and training to perform the work.

**5.2 Availability:**

The extent to which the firm has personnel with the time to do the job.

**5.3 Professional Competence:**

The extent to which the service provider has demonstrated competence in performing similar work or the extent of former client satisfaction.

**5.4 Proposal:**

The extent to which the firm has proposed a work program and an end product that demonstrates a thorough understanding of the scope of the project and that will meet the needs of the County.

**5.5 Cost Awareness:**

Alternate solutions permitting Owner choices taking into consideration first cost, long term cost and maintenance factors.

**5.6 Organization Depth:**

Backup capability relative to key personnel.

**5.7 User Sensitivity:**

Proven sensitivity of functional requirements of users.

**5.8 Track Record:**

Demonstrated past performance including governmental, institutional, or commercial clients.

**5.9 Management Plan:**

An organizational structure and management plan which will be highly responsive to the needs and interests of the County.



Jan

'11

### SOLICITATION, OFFER AND AWARD

**Bexar County  
Purchasing Department  
233 North Pecos, Suite 320  
San Antonio, Texas 78207-3178**

WRITTEN 30

<b>Solicitation No. 2011-</b>	<input checked="" type="checkbox"/> Invitation for Bid (IFB)	Date Issued:
<b>Thermoplastic Alkyd Resin</b>		February 23, 2011

Note: An "Offer" and "Offeror" mean "Bid" and "Bidder."

### SOLICITATION Page 1 of 17 Pages

Bidders must submit sealed bids in triplicate signed original for furnishing the supplies, services or equipment identified in the Schedule. Bids will be received at the office of the Purchasing Agent at the address shown above until **10:00 A.M. local time, March 11.** Bids received after the time and date set for submission will be returned unopened.

For Information Call:	Phone No.: (210) 335-	Fax No.: (210) 335-2219
(NO collect calls, Telegraphic, EMail, On-Line or Fax offers accepted)	E-mail:	
5% Bid Bond Required:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(If YES, See Para 4(d) of Terms and Conditions)
100% Performance Bond Required:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(If YES, See Para 4(d) of Terms and Conditions)

### OFFER (Must be fully completed by offeror)

Offeror's State of Residence: \_\_\_\_\_ (See Para. 6(f) of Terms and Conditions)

Prompt Payment Terms: \_\_\_% Discount if paid within \_\_\_ days.

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered At the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

FOR INFORMATION, CONTACT THE PERSON ABOVE.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

<b>*Submit Signed Offers in Triplicate Original*</b>		<b>Bidder E-Mail Address:</b>	
Name	Name and Title of Person Authorized to Sign Offer (Type or Print):		
And			
Address			
of Offeror			
Signature:	Date:	Phone No.:	Fax No.:
Name, Address and Telephone No. of Person authorized to conduct negotiations on behalf of Offeror. (Applies to Request for Proposal only)			

### AWARD (To be Completed by County)

Contract #	Awarded as to item(s):	Contract Amount:
Vendor Code #:		Delivery Date or Term of Contract:

This contract issued pursuant to award made by Commissioners Court. Date: \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

*Important: Award may be made on this form or by other authorized official written notice.*

\_\_\_\_\_  
**DANIEL R. GARZA, Purchasing Agent**

\_\_\_\_\_  
DATE

**TERMS AND CONDITIONS FOR SOLICITATIONS**

**APPLICABLE TO:  
INVITATION FOR BID (IFB)**

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"**BID**" AND "**BIDDER**" ARE USED TO REFER TO AN OFFER IN RESPONSE TO A BID IN RESPONSE TO AN IFB.

**1. INSTRUCTIONS TO BIDDERS**

- (a) Thoroughly examine the drawings, specifications, schedule, instructions, and all other solicitation documents.
- (b) Make all investigations necessary to be familiar with conditions that affect the bid, such as but not limited to, plant and facilities for delivery of material and equipment. No plea of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of COUNTY or changing the compensations due.
- (c) COUNTY contracts are subject to all legal requirements of county, state or federal statutes and regulations. Laws of the State of Texas apply to this agreement and venue for any dispute in Bexar County, Texas.
- (d) Provide all required information on the forms furnished in the IFB. Print or Type name on bid and MANUALLY SIGN ALL COPIES IN THE SPACE AND ON THE FORMS PROVIDED. Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, bidder affirms that no alteration of any kind has been made to this solicitation.
- (e) Provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
- (f) Alternate Bids cannot be considered unless specifically invited and authorized by the IFB.
- (g) Show your proposed delivery time. Include weekends and holidays in counting days or months.
- (h) Do not include federal taxes or State of Texas limited sales excise and use taxes in bid prices since COUNTY is exempt from payment of these taxes. (Sec 151.309 Tax Code)
- (i) Include cost of freight to destination(s) shown in the unit price in your bid. Only FOB destination bids will be considered.
- (j) All bids must be current and final at the time of opening in order to be considered responsive. No bid will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding matter, including, but not limited to, any review, certification, or approval by any party that has not been received.

**2. BIDDER'S CERTIFICATIONS/AGREEMENTS - By submission of a bid:**

- (a) You certify that you are a duly qualified, capable, and otherwise bondable business entity. You further certify that the Company, Corporation or Partnership does not owe any back taxes within COUNTY. No award will be made to a firm owing back taxes within the COUNTY. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of this contract.
- (b) You warrant that all applicable patents and Copyrights which may exist on items bid have been adhered to and further, you warrant that COUNTY shall not be liable for any infringement of those rights. Such rights granted COUNTY shall apply for the duration of the contract or for the life of the equipment or supplies purchased. COUNTY agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than COUNTY employees for official use as described in this contract. COUNTY will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.
- (c) You warrant that upon execution of a contract with COUNTY you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, or national origin and will submit reports as COUNTY may require to assure compliance. Furthermore, 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, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with COUNTY shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all of the citizens of COUNTY.
- (d) You certify that any substitute brand bid upon matches the performance and essential characteristics of the item in the purchase description and agree to replace it in the event it does not conform. All information, brochures, specifications, etc., necessary to determine the alternate item conforms to that stated in the purchase description must be submitted with each bid.
- (e) You warrant that the bid price will be held firm and subject to acceptance by the County Commissioners for a period of Sixty (60) calendar days from IFB opening date, or such longer period indicated in your bid.
- (f) COUNTY is a government agency engaged in public projects where damages caused by breach of contract are difficult or impossible to measure. Awardee agrees that the amount of the bond is the amount of damage, except that if in the opinion of the Commissioners Court, the failure to perform terms of the contract is the result of acts or events over which you have no control of the BOND in whole or in part may be returned to you at the Commissioners Court's sole discretion.
- (g) You warrant that you employ or retain no one or no agency to solicit or secure this contract where you have agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for COUNTY to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.
- (h) You affirm that any response has not included any preparation in collusion with any other bidder, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.



written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the Purchasing Agent, the protestant may appeal the decision within ten calendar days after receipt thereof, to the County Purchasing Agent outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the bidder/contractor, the appeal will be submitted to Commissioners Court. The appellant shall then have the right to be heard in open court by Commissioners Court.

(iii) The County Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the County Purchasing Agent shall be null and void.

(iv) The decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this County, and in accordance with the laws of the State of Texas.

(m) TERMINATION FOR DEFAULT: Termination for Default: Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the County may require corrective action within Ten Days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a Default of contract. The contractor shall be given a Thirty Day (30) period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default, or show cause, shall be issued by the County Purchasing Agent of the County, and all replies shall be made in writing to the County Purchasing Agent at the address shown on Page 1. Notices issued by or to anyone other than the County Purchasing Agent shall be null and void, and shall be considered as not having been issued or received. If defaulted, the contractor shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to County should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees.

(n) If it is in the PUBLIC INTEREST TO TERMINATE the contract, the Commissioners Court reserves the right to do so. If terminated for the public good, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories. In the event COUNTY pays for supplies or materials, they shall become the property of COUNTY and shall be delivered to the FOB point shown in the contract, or as designated by the County Purchasing Agent. No anticipated profits are payable.

(o) CONTRACT CONSTRUCTION:

(i) Provisions Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with Government Code 311.001 et seq Code Construction Act. Wherever "COUNTY" is used herein, it is understood to mean "Bexar County, Texas."

(ii) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order: (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) Terms and Conditions of Invitation for Bid; (e) other provisions, whether incorporated by reference or otherwise.

(iii) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.

(iv) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.

(v) Terms addressed in the solicitation apply to the contract, as well.

(p) After IFB opening and prior to award, COUNTY reserves the right to make a PRE-AWARD SURVEY of any or all bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection with two (2) days advance notice. Failure to allow such an inspection is cause for rejection of bids as non-responsive. COUNTY reserves the right to reject facilities or equipment as a result of this survey. In addition, bidder's reputation relating to quality of performance may also be used for purposes of evaluating bidder's suitability for award of this solicitation. Additionally, you may be required to make appropriate financial data available for review. An acceptable review would result in the data being returned. Should the data be the basis for a determination of non-responsibility, then the data would be presented to Commissioners Court and filed for record.

(q) OWNERSHIP OF DOCUMENTS: Any paper or electronic document(s) created pursuant to this agreement shall become the property of the COUNTY and the COUNTY shall have a special right of access to the document(s) whether provided to the COUNTY or retained by the Bidder.

**6. AWARD OF CONTRACT:**

(a) Award will be made to the responsible bidder who submits the lowest and best bid, and most advantageous to the COUNTY, price and other factors considered. When payments are to be made to the COUNTY, award will be made to the highest bidder. After approval by Commissioners Court, Award will be made by the County Purchasing Agent signing and attaching the award portion of the successful bid and delivering it to the successful bidder. No contract exists until the signed document is delivered.

(b) COUNTY reserves the right to accept any item or group of items offered, unless the bidder qualifies their bid by specific limitations. The bid can be on an "ALL OR NONE" basis if wording in the bid so states and if all items solicited are included in the bid.

(c) COUNTY may reject a bid (or all bids) if not satisfactory to Commissioners Court. COUNTY also reserves the right to waive minor informalities or irregularities in any bid.

(d) Other factors may be considered in determining the successful bid when they are applicable, such as administrative cost for a multiple award calculated at \$500 per award, cost of any test or inspections, cost of delivery to final destination under unusual circumstances, warranties and guarantees, delivery or performance period, and ability to deliver or perform.

(e) Ties will be broken by consideration of delivery time or delivery schedule.

(f) Texas provides no advantage to resident bidders in the award process. However, bids from another state where that state favors their residents will be evaluated by adding the same differential to the bid that would be required for a non-resident bid to be awardable in their resident state. (for example, how much lower a Texas firm must be in that state than one of their resident bids in order to be the awardee)

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**\*SUBMIT BIDS IN TRIPLICATE SIGNED ORIGINAL. THE PAGES THAT MUST BE RETURNED WITH YOUR BID ARE MARKED ABOVE WITH AN ASTERISK (\*) AT THE RIGHT BORDER. FAILURE TO COMPLETE AND RETURN THE PAGES MARKED WITH AN ASTERISK MAY RENDER YOUR BID NON-RESPONSIVE AND MAY BE REJECTED.**

**CONTACT THE BUYER NOTED ON PAGE 1 SHOULD YOU HAVE ANY QUESTIONS.**

SCHEDULE OF ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1				<u>\$ /</u>

Bidding On: \_\_\_\_\_  
                  Manufacture Brand/Part Number



**SWMBE Program Goals**

Bexar County is committed to increasing the involvement of SMWBE in its procurement process. Similarly, the County promotes SMWBE participation in its Tax Phase-in Program to support the growth and diversity of a regional economy.

The Commissioners Court established as a targeted goal that a minimum of 20% of all procurement dollars in the areas of Commodities, Equipment, Services (non-professional and operations), Maintenance and Construction are spent with minority and women-owned business enterprises, and a minimum of 30% of those procurement dollars are spent with small business enterprises.

**BEXAR COUNTY STATEMENT OF VENDOR RESPONSIBILITIES**

1. The vendor is required to complete and submit an ENTERPRISE OWNER INFORMATION FORM as shown in response to a County IFB, RFP, or RFQ. A vendor's bid or proposal may be declared non-responsive if the completed ENTERPRISE OWNER INFORMATION FORM is not included.
2. In conjunction with completing the forms, the vendor will comply with the following criteria:
  - A. To the extent practical, and consistent with standard and prudent industry practices, vendors are encouraged to divide the contract work into the smallest feasible portions to allow for maximum SMWBE subcontractor participation.
  - B. Notify SMWBEs in writing when SMWBE opportunities are available, allowing sufficient time for effective participation of the work the vendor plans to subcontract. The notification shall include, but is not being limited to the following:
    - (1) Provide information concerning the intended subcontracting work;
    - (2) Provide bonding and insurance requirements that the SMWBE Subcontractor will be required to fulfill; and
    - (3) Provide a point of contact (name, title, phone number, and address, etc.) within the vendor's organization that can answer any question a SMWBE may have concerning the project.
3. Provide SMWBEs that are genuinely interested in the project with adequate information about the project (i.e. plans & specifications, and scope of work, etc.) and any other information that will prove beneficial to the SMWBE.
4. Provide written notice/explanation to the SMWBE Program Office when a SMWBE Subcontractor's bid or price quotation/proposal is rejected, unless another SMWBE was selected to perform the same job.
5. For those vendors that experience difficulty in locating certified SMWBEs, a list will be provided to the vendor by the Bexar County SMWBE Program Office. In order for the SMWBE Program Office to supply the list, vendors must provide the following in regards to the project:
  - A. a detailed description of work to be subcontracted to SMWBEs (i.e. electrical, concrete, mechanical, general labor, etc.);
  - B. the estimated dollar amount of the work to be subcontracted to SMWBEs; and
  - C. bonding and insurance requirements the SMWBE subcontractor will be required to fulfill.

**ENTERPRISE OWNER INFORMATION FORM**

**I. OWNER STATUS (Check applicable boxes)**

**BUSINESS NAME:** \_\_\_\_\_

MALE/FEMALE

- Male
- Female

ETHNICITY

- White
- Hispanic
- Asian Pacific
- Sub-Continent Asian
- Black/African American
- Native American
- Other Ethnicity \_\_\_\_\_

PHYSICAL CONDITION

- Disabled
- Not Disabled

ENTERPRISE SIZE

- Small Business
- Large Business

BUSINESS STRUCTURE

- Sole Proprietor       Partnership
- LLC
- Public Corporation     Private Corporation
- Non-Profit Organization

FEDERAL TAX ID #: \_\_\_\_\_

a) SUBCONTRACTORS

- None. No subcontractor(s) will be used to complete this contract.
- Yes. Name(s) of Subcontractor(s): \_\_\_\_\_ ( ) % of Total Contract  
 Address: \_\_\_\_\_  
 (Attach a list if additional space is necessary)

b) CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)

Bexar County has established a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. Bexar County will accept certification from various agencies, [i.e. local ([www.sctrca.org](http://www.sctrca.org)), State of Texas ([www.tbpc.state.tx.us](http://www.tbpc.state.tx.us)), Federal ([www.sba.gov](http://www.sba.gov) or [www.va.gov/OSDBU](http://www.va.gov/OSDBU)), and the private sector ([www.cstmhc.org](http://www.cstmhc.org) or [www.wbea-texas.org](http://www.wbea-texas.org))]

Certifying Agency: \_\_\_\_\_ REG #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 SBE       MBE       WBE       DBE       8(a)       Veteran

For information on the certification process or access to SMWBE vendors, call (210) 335-2478 or [www.bexar.org/smwbe](http://www.bexar.org/smwbe).

c) BEXAR COUNTY SOLICITATIONS

Bexar County solicitations are available at [www.bexar.org](http://www.bexar.org) Click on Purchasing under DEPARTMENTS. The Texas E-Purchasing Group website is the single site for such solicitation notices. They may be accessed thru the Bexar County Website referenced here. State Law prohibits set-asides or preferences for County purchases.

**NOTICE RECEIPT**

Bexar County is interested in providing the best service possible to our customers in the most efficient manner possible. In order to continue that service, your completion of the appropriate blocks below will assist us.

**HOW DID YOU RECEIVE NOTICE OF THIS SOLICITATION?**

- \_\_\_ Newspaper advertisement. Company subscribes to newspaper: \_\_\_ Yes \_\_\_ No \_\_\_\_\_ Newspaper title
- \_\_\_ Downloaded from Bexar County Website at [www.bexar.org](http://www.bexar.org) using: \_\_\_ Home computer \_\_\_ Company computer
- \_\_\_ Facsimile, Email, or download from BidNet.com Company ( \_\_\_ is ) ( \_\_\_ is not ) a subscriber to BidNet
- \_\_\_ Direct mail from Bexar County Purchasing \_\_\_ Visited Bexar County Purchasing and noticed bid posted
- \_\_\_ Bexar County SMWBE office OTHER: \_\_\_\_\_

**Requirement for Disclosure of Conflict of Interest**

This questionnaire reflects changes made to the law by the H.B. 1491, 81<sup>st</sup> Leg., Regular Session.

The 79<sup>th</sup> Texas State Legislature enacted H.B. 914, creating Chapter 176 of the Texas Local Government Code. This act, Disclosure of Certain Relationships with Local Government Officers, took effect January 1, 2006. As required by the act, the Texas Ethics Commission has created a disclosure questionnaire to be completed by vendors. The disclosure requirement applies to a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity.

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
  - A. the date the person becomes aware of facts that require the statement to be filed

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to the Bexar County Clerk's Office, located on the 1<sup>st</sup> floor of the Bexar County Courthouse, 100 Dolorosa San Antonio, TX 78205.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For Respondent or other person doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 81<sup>st</sup> Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person who meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity 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.</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>		<p><b>Date Received</b></p>
1	Name of the person doing business with local governmental entity.	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire</p> <p>(This law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally files questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Name of local government officer with who filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Name of Officer)</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.000 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	

**GENERAL PROVISIONS**

1. **RESPONDING TO IFB:** Sealed bids are due by \_\_\_\_\_ at 10:00 a.m. (CST). Bidders must submit sealed bids in triplicate signed originals for furnishing the supplies, services or equipment identified in the Schedule of Items/Services to the following address:

Bexar County Purchasing Department  
 233 N. Pecos, Suite 320  
 San Antonio, TX 78207  
 Attn Daniel R. Garza, Purchasing Agent  
 IFB 2011-0 \_\_

2. **KEY EVENTS SCHEDULE:**

Issuance of IFB – [REDACTED]  
 Pre-Bid IFB Questions Due – [REDACTED]  
 Pre-Bid Conference/Site Visit – [REDACTED]  
 Final Date for Vendor Questions - [REDACTED]  
 Submittal Deadline – [REDACTED], 10:00 a.m. (Central Standard Time)

3. **PRE-BID CONFERENCE:**

A pre-bid conference is scheduled for all prospective Respondents as follows:

DATE: [REDACTED]  
 TIME: 9:00 a.m. (CST)  
 PLACE: [REDACTED]

- (a) This conference is to be held to brief prospective Respondents after the IFB has been issued but before bids are submitted. Generally, the purpose is to explain and clarify complicated specifications and requirements.
- (b) Prospective Respondents are encouraged to attend the conference and to submit written questions in advance so that prepared answers can be delivered during the conference. Attendance is not mandatory to submit a bid.
- (c) Remarks and explanations at the conference will not qualify the terms of the solicitation. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.
4. **SCOPE OF CONTRACT – REQUIREMENTS:** This is firm-fixed-price, estimated quantity contract calling for delivery of the products or services identified in the Schedule of Items/Services at the stated prices submitted by the bidder. Upon acceptance of a bid by Bexar County Commissioners and issuance of a Contract Award by the Bexar County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in individual delivery orders. The quantities stated in the schedule of Items/Services are the estimates of Bexar County's needs for one (1) year supply. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. Actual

requirements will be deemed to exist unless or until such orders are issued.

- a) Bexar County is obligated to pay for such orders and to order all its requirements against this contract for which award has been made. Bexar County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.
  - b) Delivery Orders or Purchasing Card transactions may be issued. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.
  - c) If mailed, a delivery order is considered "issued" when the County deposits the order in the mail. Orders may also be issued orally, by fax, or e-mail.
  - d) If the County's requirements do not result in orders in the quantities described as "ESTIMATED" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
  - e) If the County urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract and if the Contractor will not accept an order providing for the accelerated delivery, the County may acquire the urgently required goods or services from another source.
  - f) Any order issued during the effective period of this contract and completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and County's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period.
  - g) The County reserves the right to selectively and individually compete requirements for unusually large quantities prior to or in lieu of placing an order under this contract. This limitation would be reserved for those situations where the requirement exceeds 25% of the total annual estimated requirement.
  - h) Blanket monthly orders may be issued for individual departments. Those departments will then be authorized to call for delivery on a monthly basis against their blanket order. A summary invoice will then be submitted at the end of each month.
5. TERM OF CONTRACT: This contract will be for a one year period beginning on or about \_\_\_\_\_, 2011 or date of Award whichever is later, through \_\_\_\_\_, 2011. This contract shall remain in effect until all goods and services authorized have been satisfactorily delivered or performed.
6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended, or any price re-determination 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 days (90) prior to expiration of this contract, not later than the final day of the contract period. This Option to Renew requires the mutual agreement 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 in 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 five (5) years.

- 7. **CHANGES:** The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
  - a) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the County in accordance with the drawings, designs, or specifications.
  - b) Method of shipment or packing.
  - c) Place of delivery.
  - d) Correction of errors of a general administrative nature or other mistakes, the correction of which do not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the County Purchasing Agent shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

- 8. **PRICE REDETERMINATION:** Prices of individual items may be renegotiated prior to the execution of the Option to Renew provisions in \_\_\_\_\_. Prices of individual items may be reduced at any time; however, increases will only be effective on anniversary dates of this contract. Price increases of individual items will be held to no more than seven percent (7%) per item, above the previously established price.
- 9. **DELIVERY POINT:** Delivery of all items or services under this contract shall be FREE ON BOARD to final destination at the address shown below, located in Bexar County:

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

**POINT OF CONTACT:** \_\_\_\_\_ (210/335-\_\_\_\_)

- 10. **REQUIRED TIME OF DELIVERY:** Bexar County requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE  
 \_\_\_\_\_ Calendar Days after Receipt of Notice of Award

- 11. **DESIGNATED COUNTY HOLIDAYS:** No deliveries or services will be required or accepted, unless specific

prior arrangements have been made, on designated holidays. Below is the approved holiday schedule for 2011.

**2011**

Dec 31 - New Year's Day (Observed)	Jan 17 – Martin Luther King, Jr. Day	Feb 21 – President's Day
Apr 15 – Battle of Flowers	Apr 22 – Good Friday	May 30 – Memorial Day
Jul 04 - Independence Day	Sep 05 – Labor Day	Nov 11 – Veterans Day
Nov 24 – Thanksgiving Day	Nov 25 – Thanksgiving Holiday	Dec 26 – Christmas Day (Observed)

12. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at their own expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold Bexar County harmless from any and all causes arising from this contract. With respect to required insurance, Contractor shall;

- (i) Name Bexar County as additional insured/or an insured, as its interests may appear,
- (ii) Provide Bexar County a waiver of subrogation in favor of Bexar County.
- (iii) Provide Bexar County with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within the (10) days after receipt of Notice of Award.

Submit a certificate of insurance reflecting coverage as follows:

- a) Automobile Liability:
  - Bodily Injury (Each Person) - \$250,000.00
  - Bodily Injury (Each Accident) - \$500,000.00
  - Property Damage - \$100,000.00
- b) (General Liability (Including Contractual Liability)):
  - Bodily Injury - \$1,000,000.00
  - Property Damage - \$100,000.00
- c) Excess Liability:
  - Umbrella Form - \$1,000,000.00
- d) Worker's Compensation: - Statutory

**ATTACHMENT "A"**  
**CRIMINAL JUSTICE RECIDIVISM**

CRIMINAL-JUSTICE RECIDIVISM: County government is responsible for administering the jail and the judicial system. We value employers who hire ex-offenders because this reduces criminal-justice recidivism and lends itself to the successful reintegration of offenders who have paid their debt to society.

For informational purposes only, does your company hire ex-offenders?

- Yes     No

Comments?

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**ATTACHMENT "B"**  
**SUSPENSION/DEBARMENT CERTIFICATION**

All Bidders must complete this form and return with Bid Package.

I, the undersigned agent for the firm named below, certify the organization and its principles are not suspended or debarred on any listing(s) to include federal, state, or local (i.e. GSA/HUD/GAO/TDHCA).

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

Authorized Official's Name (Printed): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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

**ATTACHMENT "C"**  
**DEPARTMENT OF FAIR LABOR STANDARDS ACT CERTIFICATION**

All Bidders must complete this form and return with Bid Package.

I, the undersigned agent for the firm named below, certify the organization and its principles adhere to the Department of Fair Labor Standards Act.

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

Authorized Official's Name (Printed): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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



**BEXAR COUNTY  
PURCHASING DEPARTMENT**

Vista Verde Plaza \* 233 N. Pecos, Suite 320 \* San Antonio, Texas \* 78207-3178

DANIEL R. GARZA  
Purchasing Agent

[INSERT DATE]

Dear Prospective Bidder

The enclosed solicitation with applicable attachments invites your bid. **It is very important that your response be addressed exactly as noted above, TO INCLUDE THE SUITE NUMBER. Otherwise, the envelope may be routed to the wrong office. The delay could make your bid late.**

It is important that your response be timely as we are unable to consider late submissions. You may refer to Page 1 for the opening date and time. Telegraphic, Fax, EMail and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. **If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, bidder affirms that no alteration of any kind has been made to this solicitation.**

Responses should be in a sealed envelope/package and show the firm's name, address, and solicitation number on the envelope/package. Do not, however, identify NO BID notices on the envelope as a BID. Responses are opened in our office soon after the appointed time. All copies of your response must be manually signed on page 1.

Once the responses have been evaluated, award will normally be considered in Commissioners Court. Each participant will be notified of the results. Any bid security will be returned to unsuccessful bidders at that time.

Changes sometimes occur in our solicitations, and acknowledgment by the bidder is usually mandatory in order for any bid to be considered. Notification of these changes is first sent to those prospective bidders on our bid list, though we do attempt to send copies to all bidding services that received the basic solicitation. Therefore, it is the bidder's responsibility to ensure their addition to our official bid list. You may do that by contacting the buyer, or other Departmental personnel, at the number listed below.

It is important that all Enterprise Owner Information forms are completed and returned. If you don't understand them or need assistance in completing them, contact the undersigned.

We look forward to your response and to a rewarding business relationship. **ANY QUESTIONS SHOULD BE REFERRED TO THE UNDERSIGNED AT 210/335-2211, OR THE EMAIL ADDRESS NOTED ON PAGE 1.**

[Insert Contract Specialist/Buyer name]  
Contract Specialist - or - Buyer

Website: [www.bexar.org](http://www.bexar.org) \* E-mail: [purchasing1@bexar.org](mailto:purchasing1@bexar.org) \* Phone: 210-335-2211 \* Fax: 210-335-2219



**BEXAR COUNTY PURCHASING DEPARTMENT  
233 N. PECOS, SUITE 320  
SAN ANTONIO, TEXAS 78207**

**REQUEST FOR PROPOSALS**

**RFP-2011-\_\_\_**

**FOR**

\_\_\_\_\_

**ISSUE DATE: \_\_\_\_\_, 2011**  
**RESPONSE DUE DATE: \_\_\_\_\_, 2011**

Interested vendors must submit a RESPONSE PACKAGE of one (1) original and five (5) copies, plus one (1) CD version to the Purchasing Department, (Attn: Daniel R. Garza, Purchasing Agent), Bexar County Purchasing Department, 233 N. Pecos, Suite 320, San Antonio, Texas 78207, no later than 10:00 a.m. (CST), \_\_\_\_\_, 2011.

Bexar County Purchasing Department

RFP 2011-\_\_\_

\_\_\_\_\_ Services

1

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**SECTION 1**  
**INTRODUCTION**

**1.1 General Information**

Bexar County was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas and is now the 4<sup>th</sup> most populous of the 254 counties in the State of Texas. The County is located in south central Texas and is a component of the San Antonio Metropolitan Statistical Area, the nation's 30<sup>th</sup> largest Metropolitan Statistical Area. The current estimated population of the County is 1,592,000. Bexar County employs approximately 4,500 individuals and has an annual operating budget of approximately \$1.09 billion.

The Commissioners Court is the governing body of the County. It has certain powers expressly granted by the Texas Constitution and by the Legislature and powers necessarily implied from such grants. Among other things, it approves the budget, determines the tax rates, approves contracts in the name of the County, and determines whether indebtedness should be authorized and issued.

The County Judge is the presiding official of the Commissioners Court and is elected for a four-year term by the voters of the County. Each Commissioner represents one of the four precincts into which the County is divided and is elected by the voters of the precinct for a four-year term.

Other officials having responsibility for the financial administration of the County are the County Tax Assessor-Collector and the County Clerk (both of whom are elected officials), the County Auditor (who is appointed by the District Judges) and the Budget Officer (who is an employee of the Commissioners Court).

**1.2 Project Background**

**Explain why we are doing this RFP**

**SECTION 2**  
**PROJECT SCOPE OF WORK**

**Explain what is to be accomplished**

**SECTION 3**  
**NOTICE TO RESPONDENT**

**3.1 General Information**

Bexar County Commissioners Court (the "County") is requesting proposals for the purpose of selecting a Contractor to provide [REDACTED]. The County's needs are outlined in the following Request for Proposal ("RFP").

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY BE USED TO EXCLUDE A RESPONSE FROM CONSIDERATION.**

**3.2 Submittal Deadline**

The County will accept proposals submitted in response to this RFP until [REDACTED] at 10:00 a.m., Central Standard Time (the "Submittal Deadline").

**3.3 County Contact Person**

Any questions or concerns regarding this RFP shall be submitted to the assigned representative listed below:

[REDACTED]  
Bexar County Purchasing Department  
233 North Pecos, Suite 320  
San Antonio, Texas 78207  
Phone: 210-335-2211 Fax: 210-335-2219  
E-Mail: [REDACTED]

The County specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the above-named County contact person. Communication with anyone other than the contact person stated within this RFP prior to award may deem your proposal non-responsive. The County shall have a reasonable amount of time in which to respond to questions or concerns. It is the County's intent to respond to all appropriate questions and concerns.

**3.4 Agreement**

The successful Respondent selected by the County in accordance with the requirements and specifications set forth in this RFP will be required to enter into an agreement ("Agreement") with the County.

### **3.5 Inquiries and Interpretations**

The County may, at its sole discretion, respond in writing to written inquiries concerning this RFP and mail its response as an addendum to all parties recorded by the County as having received a copy of this RFP. Only the County's responses that are made by formal written addenda shall be binding on the County. Verbal and other written interpretations or clarifications shall be without legal effect. All addenda issued by the County prior to the Submittal Deadline shall be and are hereby incorporated into this RFP for all purposes.

Each Respondent shall be required to consider and acknowledge receipt of each addendum as specified in this Section. The Respondent is to acknowledge all addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist referenced in Section 10 should accompany the Respondent's proposal.

Respondents receiving this RFP other than directly from the County are responsible for notifying the County that they are in receipt of an RFP package and shall provide to the County its name, address, telephone number and Facsimile ("FAX") number, in the event the County issues addenda to this RFP or provides written answers to questions.

### **3.6 Public Information**

Respondent is hereby notified that the County strictly adheres to all statutes, court decisions and opinions of the Attorney General of Texas relating to the Texas Public Information Act (TEX. GOV'T CODE, Chapter 552). The County considers all information, documentation and other materials requested in this RFP to be presumed public.

In the event the Respondent believes that any documentation submitted in response to this RFP is proprietary in nature, the Respondent shall clearly identify the documentation that may be proprietary. Upon receipt of a request for information by the County, the County will make a good faith effort to contact Respondent of the request and Respondent shall be responsible for contacting the Attorney General of Texas for a ruling relating to the status of the documentation.

Responses will be opened so as to avoid disclosure of contents to competing Respondents, and kept secret during the process of negotiation. However, all proposals shall be open for public inspection after award except for trade secrets and confidential information contained in the proposals and identified as such.

### **3.7 Evaluation and Award**

Commissioners Court has designated representatives from the Purchasing Department, and other County offices and departments to review proposals, make evaluations, and offer a recommendation for award to Commissioners Court.

**3.7.1** The Respondent must identify all terms and conditions with which they are not able to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the Respondent. These evaluation items will be used to compare Respondent's product and service offerings. Respondents are to use the sheets contained in this RFP or a facsimile of these sheets in providing a response.

**3.7.2** The County retains the right to reject all proposals submitted. The County is not required to select the proposal with the lowest pricing, but shall take into consideration other factors shown below and other relevant criteria. The County reserves the right to accept any proposal deemed advantageous to the County.

**3.7.3** Proposals will be evaluated on the basis of the following factors:

- A. Product Functionality 0%
  - Ability to meet specifications
- B. Price 0%
  - Detailed costs with both direct and indirect costs identified
- C. Experience and Qualifications 0%

**3.8 Selection**

The Commissioners Court may award a contract to the successful Respondent on the basis of the proposal initially submitted, without discussion, clarification or modification. In the alternative, selection of the successful proposal may be made by the County on the basis of negotiation with any Respondent.

**3.8.1** The County reserves the right to:

- (a) enter into agreements for all or any portion of the requirements and specifications set forth in this RFP with one or more Respondent,
- (b) reject any and all proposals and re-solicit, or
- (c) reject any and all offers and temporarily or permanently abandon the procurement, if deemed to be in the best interests of the County.

**3.8.2** Respondent(s) who submit a proposal may be required to make an oral presentation(s) of their proposal to an Evaluation Committee and/or Bexar County Commissioners Court.

**3.8.3** Negotiations may be conducted with responsible Respondents who submit proposals determined to be reasonably susceptible of being selected for award. (See TEX. LOC. GOV'T CODE §262.030(e)) All Respondents will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.

**3.8.4** Revisions to proposals may be permitted after submission and before award for

the purpose of obtaining best and final offers. Any oral negotiations must be confirmed in writing prior to award. [THIS SENTENCE SHOULD BE ADJUSTED ON A CASE BY CASE BASIS: Pricing Data is required to be submitted with the proposal, if specified elsewhere in this RFP, or, during the process of any negotiations that may be conducted after receipt of proposals and prior to award.]

**3.8.5** The County reserves the right to request clarification of information submitted, and to request additional information from any Respondent. The County reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

**3.8.6** The County reserves the right to award the contract to other qualified Respondents if the primary Respondent chosen does not execute a contract agreeable to the County within thirty (30) days after the award.

**3.9 Respondent’s Acceptance of Evaluation Methodology**

By submitting a proposal, Respondent acknowledges its acceptance of (a) the proposal evaluation process, (b) the Criteria for Selection, (c) the Specifications, and (d) other requirements and specifications set forth in this RFP. Respondent also acknowledges and accepts that the County may make some subjective judgments during this RFP process.

**3.10 Solicitation for Proposal and Proposal Preparation Costs**

The Respondent understands and agrees that:

- (a) this RFP is a solicitation for proposals and the County has made no representation written or oral that one or more contracts with the County will be awarded under this RFP;
- (b) the County issues this RFP predicated on the County’s anticipated requirements for services and that the County has made no representation, written or oral, that any such requirements set forth in this RFP, including but not limited to the any estimated volume of transactions, will actually be realized if the County enters into an Agreement as a result of this RFP; and
- (c) the Respondent shall bear any cost that arises from the Respondent’s preparation of a response to this RFP.

**3.11 Key Events Schedule**

Issuance of RFP – [REDACTED]  
Pre-Proposal RFP Questions Due – [REDACTED]  
Pre-Proposal Conference/Site Visit – [REDACTED]  
Final Date for Vendor Questions - [REDACTED]  
Submittal Deadline – [REDACTED], 10:00 a.m. (Central Standard Time)

### 3.12 Pre-Proposal Conference

A pre-proposal conference is scheduled for all prospective Respondents as follows:

DATE: [REDACTED]  
TIME: 9:00 a.m. (CST)  
PLACE: [REDACTED]

- (a) This conference is to be held to brief prospective Respondents after the RFP has been issued but before proposals are submitted. Generally, the purpose is to explain and clarify complicated specifications and requirements.
- (b) Prospective Respondents are encouraged to attend the conference and to submit written questions in advance so that prepared answers can be delivered during the conference. Attendance is not mandatory to submit a proposal.
- (c) Remarks and explanations at the conference will not qualify the terms of the solicitation. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

### 3.13 Respondent General Questionnaire

In addition to those items requested in Section 8, Respondent's General Questionnaire in this RFP, the proposal should include a response to the following:

- (a) Provide an organizational chart for the proposed account manager and service team assigned to Bexar County.
- (b) Provide a brief history of your organization and its affiliations, including the date founded and how many years your organization has provided the requested services outlined in this RFP document.
- (c) Describe in detail the experience of the principal individuals of your organization that will perform the requested services.
- (d) Provide any special certifications or qualifications you (or individuals in your company that you would propose to work for the County) possess that are relevant to this service.
- (e) Provide the size of your largest client. Please provide the average size of your client base. How many counties utilize your services?
- (f) What similar services have you provided in the past two years? List name of clients, population, length of contract with company, your function or service provided, lead representative(s), primary client contract and telephone number.

- (g) Describe your company's knowledge of the County's programs and the problems and issues affecting the County.
- (h) Summarize your plan and approach for providing the requested services. This should include the key points of your submittal and why you/your organization should be selected as the County's contractor. Include specific examples of advice and services provided to other large entities and a statement of how the work will be organized, managed and implemented.
- (i) Explain how your technical and computer capabilities would be utilized in performing services, including a specific discussion of hardware and software capabilities. Please include a description of the types of software you/your organization possess in terms of word processing, databases, spreadsheets, statistical analysis, etc. Also identify who will provide any generated analyses.
- (j) It is important to the County that continuity of staffing be maintained throughout the entire contract term. Indicate how the quality and continuity of personnel assigned to the contract will be maintained. Since immediate availability of assigned personnel is of paramount importance, describe how that availability will be assured.
- (k) What does your organization do to stay current on national and local legislative and regulatory issues that would affect Bexar County?
- (l) Describe in both narrative and graphic form how you propose to manage the project/contract. Provide general information on the organization and management processes, as well as a more specific outline of the structure of the proposed project team. Include who has overall responsibility. Describe the organizational lines of authority and how much time will be committed to the project and a schedule for project completion.
- (m) Specify the percentage of the work that will be performed by subcontractors; the nature of that work; identify the subcontractors, if known at the time of submission of the proposal; and describe other projects similar to the proposed project for which you have worked with the named subcontractors. All subcontractors must be approved by the County. Indicate if your organization could perform all of the services required under the RFP if County does not want the work subcontracted.
- (n) Provide current client references and former client references for which you provided the same or similar services. Please include one county as a reference. If none, please explain. For each reference provide the organization name, address, phone number, contact name and title, effective date of contract, and description of services provided. References should be based on the office that will be providing services to Bexar County.

- (o) Describe any lawsuits or administrative actions pending in any court or before any administrative body against your organization. Describe any lawsuits or administrative actions filed and disposed of within the last five (5) years and the outcome of each.

**3.14 General Conditions**

Respondents are required to submit proposals upon the following express conditions:

- (a) Respondents shall make all investigations necessary to thoroughly inform themselves regarding site location, site conditions, and plant and facilities and all other conditions as they currently exist. No plea of ignorance by the Respondent of conditions that exist or that may thereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of County or the compensations to the Respondent.
- (b) Respondents are advised that County contracts are subject to all legal requirements provided for in County, State and applicable Federal statutes and regulations.
- (c) [THIS PARAGRAPH TO BE ADDED ON A CASE BY CASE BASIS] Where specific equipment brand or model is described, it is not the intent to discriminate against the products of other manufacturers, but rather to establish a standard of quality. All proposed substitutions must be submitted with complete data with the RFP response.

**3.15 Availability of Funds**

If the County is unable to appropriate funds to provide the goods/services requested in this solicitation, the County may terminate the contract with the Proposer awarded the contract without any termination charges, except as otherwise provided in the contract, upon thirty (30) days notice by the County.

**3.16 Tax Exemption**

Unless otherwise noted, the County is exempt from all taxes and shall not pay or reimburse the Proposer with respect to any, local, state, and federal taxes.

**3.17 Governing Law**

The parties agree that the venue for execution of a contract or any litigation arising from a contract shall lie in San Antonio, Bexar County, Texas.

**3.18 Cancellation**

The County reserves the right to cancel any contract, without cause, at any time during its term. Notice of such cancellation will be made in writing at least thirty (30) consecutive days prior to the effective date of cancellation to the Proposer's last legal address on file with the County. It is the responsibility of the Proposer to inform the County of any change of legal address.

**SECTION 4**  
**PROPOSAL REQUIREMENTS**

**4.1 General Instructions**

- A. The Respondent should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Offers must include the following information as a minimum:
  - 1) Client references within the last twenty-four (24) months for similar projects with detail regarding the type of work performed and the firms engaged in that work.
  - 2) The dollar volume of work your company has had in each of the last two years.
- B. Respondents that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind are subject to disqualification by the County, at its option.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and specifications.
- D. The County reserves the right to seek clarification of any item contained in the Respondent's proposal prior to final selection. The clarification must be provided in writing to either the County or its designated agent, at the County's discretion. Representations made by Respondent in the proposal will be binding the Respondent. The County will not be bound to act by any previous communication or response submitted by the Respondent, other than this RFP.
- E. A Respondent wishing to submit a 'No-Response' is requested to return the first page of the Execution of Offer. The returned form should indicate the responding entity's name and should include the words 'No-Response' in the right-hand column of the Execution of Offer form.

## **4.2 Preparation and Submittal Instructions**

### **A. Execution of Offer**

The Respondent must complete, sign and return the attached Execution of Offer as part of its proposal. The Execution of Offer must be signed by a representative of the Respondent duly authorized to commit Respondent to its proposal. Any offer received without a completed and signed Execution of Offer may be rejected by the County, at its discretion.

### **B. Addenda Checklist**

The Respondent must acknowledge all addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by the County, at its discretion.

### **C. Respondent's General Questionnaire**

Offers shall include answers to the questions in the Respondent's General Questionnaire. The Respondent should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, reference the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Respondent shall explain the reason when responding N/A or N/R. RFP questions will be made available in Microsoft Word at the Respondent's request. The RFP will be available for distribution in PDF format upon the Respondent's request.

### **D. Table of Contents**

Responses shall include a Table of Contents ("TOC") with page number references. The TOC should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the TOC). If a Respondent includes supplemental information or non-required attachments with its offer, this material should be clearly identified in the TOC and organized as a separate section of the Response.

E. Number of Copies

The Respondent must submit one original signed proposal and five (5) copies and an electronic copy of the entire proposal on disk or CD. An original signature by an authorized officer of the Respondent must appear on the Execution of Offer of original proposal submitted. The original copy of the proposal containing the original signature copy must be marked "Original" on the front cover of the proposal.

F. Proposal Submission

1. Proposals must be received by the County on or before the Submittal Deadline and shall be delivered to:

Purchasing Department  
(Attn: Daniel R. Garza, Purchasing Agent)  
233 North Pecos, Suite 320  
San Antonio, Texas 78207

Respondent must submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Respondent should be clearly visible.

Upon Respondent's request and at Respondent's expense, the County will return to a Respondent its proposal if received after the Submittal Deadline. The County will not consider a proposal submitted after the Submittal Deadline.

The County will not accept proposals submitted by telephone, proposals submitted by FAX transmission, or proposals submitted by Electronic transmission ("E-mail") in response to this RFP.

G. Modification or Withdrawal

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, an offer may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without the County's consent, which shall be based on Respondent's submittal of a written explanation and documentation evidencing a reason acceptable to the County, in its sole discretion.

H. Offer Validity Period

Each offer must state that it will remain valid for the County's acceptance for a minimum of 120 days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The offer accepted by the County shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

**4.3 Terms and Conditions**

A. Respondent must comply with the requirements and specifications contained in this RFP. If there is a conflict among the provisions stated in this RFP, then the provision requiring Respondent to supply the better quality or greater quantity of services shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

1. Specifications
2. General Terms and Conditions
3. Proposal Requirements
4. Notice to Respondents

B. By signing the Execution of Offer and submitting an offer, Respondent certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they do not conflict with the laws of the State of Texas or this RFP and that they do not impose additional requirements on the County. Respondent further certifies that its offer is Respondent's good faith intent to enter into an Agreement with the County in accordance with the terms and conditions of Respondent's proposal and the other documents attached thereto.

**4.4 Submittal Checklist**

Respondent is instructed to complete, sign, and return the following documents as a part of its proposal submittal. If Respondent fails to return each of the following items with its RFP, then the RFP may be rejected by the County, at its discretion.

- |    |  |           |
|----|--|-----------|
| A. | Responses to RFP questions and delivery schedule | Section 3 |
| B. | Proposal Requirements                            | Section 4 |
| C. | Insurance Requirements                           | Section 5 |
| D. | Cost / Pricing                                   | Section 6 |
| E. | Signed and Completed Execution of Offer          | Section 7 |

F.	List of Sub-Contractors / Suppliers	Section 8
G.	Responses to Respondent's General Questionnaire	Section 9
H.	Addenda Checklist	Section 10
I.	Requirement for Disclosure of Conflict of Interest	Section 11
J.	Small, Minority and Woman Owned Business Enterprise Goals	Section 12
K.	Enterprise Owner Information Form	Section 13
	Criminal Justice Recidivism	Exhibit "A"
	Suspension / Debarment Certification	Exhibit "B"
	Department of Fair Labor Standards Act Certification	Exhibit "C"

**SECTION 5**  
**INDEMNIFICATION AND INSURANCE**

The following Terms and Conditions, all or in part, may be incorporated into any contractual agreement between Respondent and Bexar County.

**5.1 Indemnification**

THE RESPONDENT COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS (EACH AN "INDEMNIFIED PERSON"), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE MADE UPON AN INDEMNIFIED PERSON DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE RESPONDENT'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE RESPONDENT AND ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND REPRESENTATIVES, OR OF THE RESPONDENT'S SUBCONTRACTOR AND ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR ITS OFFICIALS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT THE PARTIES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE RESPONDENT SHALL PROMPTLY ADVISE THE COUNTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST EITHER PARTY KNOWN TO THE RESPONDENT RELATING TO OR ARISING OUT OF THE RESPONDENT'S ACTIVITIES UNDER THIS AGREEMENT.

## 5.2 **Insurance**

Respondent shall be required to maintain the statutory amounts required for insurance coverage and shall furnish certificates of insurance, policies and endorsements to Bexar County. Acceptance of insurance coverage shall be subject to approval by the County's Risk Management office.

During the term of the Agreement, Respondent shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all subcontractors to do likewise. Respondent understands and agrees that, if it allows subcontractors to perform services under the Agreement with insurance coverage limits less than the minimums set forth below, Respondent shall assume all liabilities incurred as a result of such decision.

Contractor shall maintain the insurance coverage in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance (County must be listed as an additional insured):
  - (a) \$500,000 per occurrence
  - (b) \$1,000,000 aggregate
- (2) Worker's Compensation including Broad Form All State endorsement:
  - (a) Statutory amount
- (3) Professional Liability insurance:
  - (a) \$5,000,000 per occurrence
  - (b) \$5,000,000 aggregate
- (4) Automobile Liability insurance (County must be listed as an additional insured):
  - (a) \$1,000,000 combined single limit per occurrence

Respondent shall provide copies of the certificate of insurance, the insurance policies and all related endorsements obtained by Respondent and its subcontractors prior to approval of the Agreement by Bexar County Commissioners Court. Respondent represents that the insurance policies to be obtained by Respondent, and its subcontractors, will not contain provisions which would prevent County from acting in the capacity of an additional insured under the policies as reflected in the certificate of insurance. The certificate of insurance, insurance policies, and endorsements shall be forwarded to David Thigpen, Bexar County Auditor's Office, 300 Dolorosa, Suite 800, San Antonio, Texas 78205. County shall have sixty (60) days to review the documents submitted to confirm that County is an additional insured under the policies. County may terminate the

Agreement, without payment for services performed during the sixty (60) day review period, if County determines that it is excluded as an additional insured.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against Bexar County, as it relates to Workers Compensation and that it shall give thirty (30) days written notice to County before they may be canceled, materially changed, or non-renewed. Within the thirty (30)-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewable so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the County, at its sole discretion, may

- (a) immediately suspend Contractor from any further performance under this agreement and begin procedures to terminate for default, or
- (b) purchase the required insurance with County funds and deduct the cost of the premiums from amounts due to Contractor under this agreement.

**SECTION 6**  
**COST/PRICING**

Respondents shall quote their pricing for all fees, charges, etc. for the contract term. Clearly define all fees, charges, etc. that may be incurred by Bexar County.

**Costs, Fees,  
Charges, Etc.**

**Explain**

Costs, fees, charges, etc.

Services

Training

Other

IMPORTANT: Fees/prices provided must include all expenses, travel, living and other expenses.

**SECTION 7**  
**EXECUTION OF OFFER**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE RESPONDENT'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- A. By signature hereon, Respondent represents and warrants that:
1. Respondent acknowledges and agrees that (a) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (b) the submission of a proposal by Respondent in response to this RFP will not create a contract between the County and Respondent; (c) the County has made no representation or warranty, written or oral, that one or more contracts with the County will be awarded under this RFP;
  2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the services it offers;
  3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
  4. Respondent understands (a) the requirements and specifications set forth in this RFP and (b) the terms and conditions set forth in the Agreement under which Respondent will be required to operate;
  5. If selected by the County, Respondent will: provide copies of all insurance policies, a Certificate of Insurance reflecting the insurance companies that are providing coverage and insurance limits for Commercial General Liability, Workers' Compensation, Professional Liability and Auto Liability, copies of all applicable policies and endorsements.
  6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the County will rely on such statements, information and representations in selecting the successful Respondent. If selected by the County, Respondent will notify the County immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- B. Respondent offers and agrees to furnish the products, services, and price more particularly described in its proposal to the County and complies with all terms, conditions, requirements and specifications set forth in this RFP.

- C. Respondent affirms that it has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Respondent may be removed from all proposal lists at the County.
  
- D. Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, *et seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
  
- E. Respondent certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent's proposal.
  
- F. Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rules of the Texas Building and Procurement Commission (formerly the Texas General Services Commission). (See 1 T.A.C. 111.2).
  
- G. Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint ventures of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability company, on one hand, and an employee of any the County's component, on the other hand, other than the relationships which have been previously disclosed to the County in writing and (ii) Respondent has not been an employee of any component institution of the County within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before the County enters into a contract with Respondent.
  
- H. Respondent shall and has disclosed, as part of its proposal, any exceptions to the certifications stated in the Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time the County makes an award or enters into any contract or agreement with Respondent.
  
- I. Respondent shall complete the following information:  
  
If Respondent is a Corporation, then State of Incorporation: \_\_\_\_\_

If Respondent is a Corporation then Respondent's Corporate Charter Number: \_\_\_\_\_

\_\_\_\_\_

Submitted and Certified By: \_\_\_\_\_

Signature of Duly Authorized Representative \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

Date Signed \_\_\_\_\_

Respondent's Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

EMAIL Address \_\_\_\_\_



**SECTION 9**  
**RESPONDENT'S GENERAL QUESTIONNAIRE**

Respondents shall submit a complete response to each of the items listed below. Responses requiring additional space should be brief and submitted as an attachment to the proposal package. Respondent should reference each response by its item number indicated below.

1. Respondent Profile

Legal name of Respondent:

\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of years in business: \_\_\_\_\_

Type of Operation: Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Name of Parent Corporation, if any: \_\_\_\_\_

NOTE: If Respondent is a subsidiary, the County prefers to enter into a contract or agreement with the parent corporation or to receive assurances of performance from the parent corporation.

2. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Respondent and any employee of the County? If yes, Respondent shall explain.

**SECTION 10**  
**ADDENDA CHECKLIST**

Offer of: \_\_\_\_\_  
Respondent Name

To: Bexar County

Re: [REDACTED]

RFP No.: RFP-[REDACTED]

Ladies and Gentlemen:

The undersigned Respondent hereby acknowledges receipt of the following addenda to the captioned RFP (initial if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

By: \_\_\_\_\_  
Signature of Duly Authorized Representative

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

Title: \_\_\_\_\_

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

**SECTION 11**  
**Requirement for Disclosure of Conflict of Interest**

This questionnaire reflects changes made to the law by the H.B. 1491, 81<sup>st</sup> Leg., Regular Session.

The 79th Texas State Legislature enacted H.B. 914, creating Chapter 176 of the Texas Local Government Code.

This act, Disclosure of Certain Relationships with Local Government Officers, took effect January 1, 2006. As required by the act, the Texas Ethics Commission has created a disclosure questionnaire to be completed by vendors. The disclosure requirement applies to a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity.

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
  - A. the date the person becomes aware of facts that require the statement to be filed

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to the Bexar County Clerk's Office, located on the 1<sup>st</sup> floor of the Bexar County Courthouse, 100 Dolorosa San Antonio, TX 78205.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
<b>For Respondent or other person doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b> <b>Date Received</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 81<sup>st</sup> Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person who meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity 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.</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>		
1	Name of the person doing business with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire (This law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 <sup>th</sup> business day after the date the originally files questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with who filer has employment or business relationship.  _____ (Name of Officer)  This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.000 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No  B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No  C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No  D. Describe each employment or business relationship with the local government officer named in this section.	
4	_____ Signature of person doing business with the governmental entity      Date	

## SECTION 12

### Small, Minority, & Women-Owned Business Enterprise (SMWBE) Program Goals

Bexar County is committed to increasing the involvement of SMWBE in its procurement process. Similarly, the County promotes SMWBE participation in its Tax Phase-in Program to support the growth and diversity of a regional economy.

The Commissioners Court established as a targeted goal that a minimum of 20% of all procurement dollars in the areas of Commodities, Equipment, Services (non-professional and operations), Maintenance and Construction are spent with minority and women-owned business enterprises, and a minimum of 30% of those procurement dollars are spent with small business enterprises.

### BEXAR COUNTY STATEMENT OF RESPONDENT RESPONSIBILITIES

1. The Respondent is required to complete and submit an ENTERPRISE OWNER INFORMATION FORM as shown in response to a County IFB, RFP, or RFQ. A Respondent's bid or proposal may be declared non-responsive if the completed ENTERPRISE OWNER INFORMATION FORM is not included.
2. In conjunction with completing the forms, the Respondent will comply with the following criteria:
  - A. To the extent practical, and consistent with standard and prudent industry practices, Respondents are encouraged to divide the contract work into the smallest feasible portions to allow for maximum SMWBE subcontractor participation.
  - B. Notify SMWBEs in writing when SMWBE opportunities are available, allowing sufficient time for effective participation of the work the Respondent plans to subcontract. The notification shall include, but is not being limited to the following:
    - (1) Provide information concerning the intended subcontracting work;
    - (2) Provide bonding and insurance requirements that the SMWBE Subcontractor will be required to fulfill; and
    - (3) Provide a point of contact (name, title, phone number, and address, etc.) within the Respondent's organization that can answer any question a SMWBE may have concerning the project.
3. Provide SMWBEs that are genuinely interested in the project with adequate information about the project (i.e. plans & specifications, and scope of work, etc.) and any other information that will prove beneficial to the SMWBE.

4. Provide written notice/explanation to the SMWBE Program Office when a SMWBE Subcontractor's bid or price quotation/proposal is rejected, unless another SMWBE was selected to perform the same job.
5. For those Respondents that experience difficulty in locating certified SMWBEs, a list will be provided to the Respondent by the Bexar County SMWBE Program Office. In order for the SMWBE Program Office to supply the list, Respondents must provide the following in regards to the project:
  - A. a detailed description of work to be subcontracted to SMWBEs (i.e. electrical, concrete, mechanical, general labor, etc.);
  - B. the estimated dollar amount of the work to be subcontracted to SMWBEs; and
  - C. bonding and insurance requirements the SMWBE subcontractor will be required to fulfill.

**SECTION 13**  
**ENTERPRISE OWNER INFORMATION FORM**

OWNER STATUS (Check applicable boxes)

BUSINESS NAME: \_\_\_\_\_

MALE/FEMALE

- Male  
 Female

ETHNICITY

- White  
 Hispanic  
 Asian Pacific  
 Sub-Continent Asian  
 Black/African American  
 Native American  
 Other Ethnicity \_\_\_\_\_

PHYSICAL CONDITION

- Disabled  
 Not Disabled

ENTERPRISE SIZE

- Small Business  
 Large Business

BUSINESS STRUCTURE

- Sole Proprietor  
 Partnership  
 LLC  
 Public Corporation  
 Private Corporation  
 Non-Profit Organization

FEDERAL TAX ID #: \_\_\_\_\_

SUBCONTRACTORS

- None. No subcontractor(s) will be used to complete this contract.  
 Yes. Name(s) of Subcontractor(s): \_\_\_\_\_  
 % of Total Contract \_\_\_\_\_  
Address: \_\_\_\_\_  
(Attach a list if additional space is necessary)

CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)

Bexar County has established a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. Bexar County will accept certification from various agencies, [i.e. local ([www.sctrea.org](http://www.sctrea.org)), State of Texas ([www.tbpc.state.tx.us](http://www.tbpc.state.tx.us)), Federal ([www.sba.gov](http://www.sba.gov) or [www.va.gov/OSDBU](http://www.va.gov/OSDBU)), and the private sector ([www.cstmbe.org](http://www.cstmbe.org) or [www.wbea-texas.org](http://www.wbea-texas.org))]

Certifying Agency: \_\_\_\_\_ REG #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 SBE  MBE  WBE  DBE  8(a)  Veteran

For information on the certification process or access to SMWBE Respondents, call (210) 335-2478 or [www.bexar.org/smwbe](http://www.bexar.org/smwbe).

BEXAR COUNTY SOLICITATIONS

Bexar County solicitations are available at [www.bexar.org](http://www.bexar.org) Click on Purchasing under DEPARTMENTS. The Texas E-Purchasing Group website is the single site for such solicitation notices. They may be accessed thru the Bexar County Website referenced here. State Law prohibits set-asides or preferences for County purchases.

NOTICE RECEIPT

Bexar County is interested in providing the best service possible to our customers in the most efficient manner possible. In order to continue that service, your completion of the appropriate blocks below will assist us.

HOW DID YOU RECEIVE NOTICE OF THIS SOLICITATION?

- \_\_\_ Newspaper advertisement. Company subscribes to newspaper: \_\_\_ Yes \_\_\_ No  
Newspaper title \_\_\_\_\_  
\_\_\_ Downloaded from Bexar County Website at [www.bexar.org](http://www.bexar.org) \_\_\_ Home computer  
\_\_\_ Company computer \_\_\_ Facsimile, Email, or download from BidNet.com. Company ( \_\_\_ is ) ( \_\_\_ is not ) a subscriber to BidNet.  
\_\_\_ Bexar County SMWBE office \_\_\_ Visited Bexar County Purchasing and noticed bid posted  
\_\_\_ Other

Bexar County Purchasing Department

RFP 2011- \_\_\_\_\_ Services

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**EXHIBIT "A"**  
**CRIMINAL JUSTICE RECIDIVISM**

CRIMINAL-JUSTICE RECIDIVISM: County government is responsible for administering the jail and the judicial system. We value employers who hire ex-offenders because this reduces criminal-justice recidivism and lends itself to the successful reintegration of offenders who have paid their debt to society.

For information purposes only, does your company hire ex offenders?

Yes       No

Comments?

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**EXHIBIT "B"**  
**SUSPENSION/DEBARMENT CERTIFICATION**

All offerors must complete the following:

I, the undersigned agent for the firm named below, certify the organization and its principles are not listed on any federal, state or local (i.e. GSA/HUD/GAO/TDHCA) list of debarred, suspended and ineligible contractors and grantees.

Offeror's Name:

\_\_\_\_\_

Authorized company official's name (Printed):

\_\_\_\_\_

Signature of Company Official:

\_\_\_\_\_

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

**EXHIBIT "C"**  
**DEPARTMENT OF FAIR LABOR STANDARDS ACT CERTIFICATION**

All offerors must complete the following:

I, the undersigned agent for the firm named below, certify the organization and its principles attest that the firm complies with the Department of Fair Labor Standards Act and meets all equal employment, and affirmative action non-discrimination regulations.

Offeror's Name:

\_\_\_\_\_

Authorized company official's name (Printed):

\_\_\_\_\_

Signature of Company Official:

\_\_\_\_\_

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

