



# Walker County Purchasing Department

## Invitation for Bid

### BID# C2360-19-002

#### Geographic Information System (GIS)

Pursuant to the provisions listed below, sealed bids subject to the conditions and requirements made a part hereof will be received at the Walker County Purchasing Office, 1301 Sam Houston Avenue, Suite 235, Huntsville, Texas, 77340 until 1:00 P.M. on Friday August 3, 2018. All bids received after that time will be returned unopened. Bids will be opened at 1:30 P.M. on Friday August 3, 2018, at the Walker County Purchasing Office, 1301 Sam Houston Avenue, Suite 235, Huntsville, Texas, 77340 and after evaluation by the Purchasing Department will be awarded by Commissioner's Court.

The bidder's signature is required for acceptance of bid and confirms bidder has read and understands all requirements concerning this Invitation for Bid. Each bid must be **CLEARLY** marked:

**BID# C2360-19-002**

**Bid Due Date: Friday August 3, 2018**

**Bid Opening: 1:30 P.M.**

#### CERTIFICATION OF BID

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_  
Street/P. O. Box City State Zip

Telephone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

- A. SCOPE OF BID.** Walker County is interested in establishing an ongoing relationship with a firm to ensure high quality, necessary, timely, and cost efficient GIS program required to meet our needs.
- B. CONDITIONS OF BIDDING.** The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this bid request.
1. All bidders are required to be informed of the Terms and Conditions and will be held responsible for having done so. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Walker County and the successful bidder for the period designated.
  2. Bids must be received in the Purchasing Office no later than the time and date specified. All bids received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.
  3. The County reserves the right to inspect and insure adaptability of the service/product, accept or reject in part or in whole any and all bids, to waive any informality in bids and unless otherwise specified by the bidder, to accept any service/product in the bid for the best value to the County.
  4. If either the unit price or extended price is obviously in error the unit price will prevail. Walker County shall not be responsible for any verbal communication between any employee of the County and any potential bidder.
  5. Only written specifications and written price quotations will be considered.
  6. Walker County reserves the right to reject any bid that does not fully respond to each specified item.
  7. Bidder must include Employer Identification Number or Social Security Number for the bid to be valid. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.
  8. Although the cost of service/product(s) to be provided is an essential part of the Bid, Walker County is not obligated to award a contract on the sole basis of cost.
  9. The Purchasing Agent shall review all bids that have been submitted and make recommendations to the Commissioner's Court.
  10. When only one bid is received by the County, the bid may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the bid is rejected. If two or more responsible bidders submit identical bids, the bid award will be determined by drawing of lots or as directed by the County Judge.
  11. Bidders must furnish information and submit samples upon request to include, individual samples of labeled products, and descriptive literature. Bidders who are unable to obtain these documents or submit requested samples when requested could terminate this contract due to non-compliance with these requirements. All services/products furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and Federal, State, and Local requirements relating to clean air and water pollution.
  12. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
  13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
  14. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

15. Bids must be submitted on this form and the envelope must be clearly marked. Bids will not be considered if submitted by telephone nor will a bid be considered if submitted to any other person or department other than specifically instructed.
16. The Purchasing Agent will ensure publication of the legally required notice.
17. No specifications are to be written with the intent to exclude a possible bidder. Any mention of brand names is strictly for comparing features as included in the following specifications.
18. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
19. All delivery and freight charges (FOB Walker County) are to be included in the delivered bid price.
20. Any interpretations, corrections or changes to this Invitation for Bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attaching as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Walker County shall hold the bidder responsible to perform in strict accordance with the specifications or the invitation.
21. Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addendum. Sole issuing authority of addendum shall be vested in the Walker County Purchasing Department. Addendum will be posted on the Walker County website under Purchasing and will be emailed or faxed to all that are known to have received a copy of this Invitation for Bid.
22. At the request of Walker County, bidder must supply, a list of at least three references where like service/products have been supplied by its firm. References shall include name of firm, address, telephone number and name of representative.
23. Walker County, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by Walker County, Texas to the successful bidder upon request to the Purchasing Department.

- C. PURCHASE ORDER.** The successful bidder shall not deliver products or provide services without a Walker County Purchase Order, signed by an authorized agent of the Walker County Purchasing Department. A purchase order must be issued by the Walker County Purchasing Department prior to work beginning.
- D. FUNDING.** Funds for payment have been provided through the Walker County budget approved by the Commissioner's Court for this fiscal year only. State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore anticipated orders or other obligations that may arise past the end of the current Walker County fiscal year shall be subject to budget approval.
- E. AWARD OF CONTRACT.** Contract may be awarded to one or more bidders in the event the selected bidder cannot render the requested service/products or is unable to fulfill the County's work demand and/or timeframe for any circumstance. County will award a contract to the responsible bidder that is of best value to the County.
- F. OTHER CONTRACTS.** The County reserves the right to establish a contract with the same terms and specifications herein with multiple responsible bidders of the same business type.
- G. CONTRACT CHANGES.** This bid, when properly accepted by Walker County, shall constitute a contract equally binding between the successful bidder and Walker County. No different or additional terms will become a part of this contract without approval by the Commissioner's Court. All proposed changes to the contract must be submitted in writing to the Purchasing Agent and shall become effective upon approval of Commissioners Court. No oral statement by vendor or County employee shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. Any and all changes will require an additional 1295 form (Attachment B) to be processed at the time of requested change.
- H. ETHICS.** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Walker County.
- I. CONFLICT OF INTEREST, FINANCIAL INTEREST PROHIBITED.** No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5,

Subtitle C, Chapter 171. Contractor shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of Contractor, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the Agreement or a subcontract for the Agreement, during the persons tenure with Agreement or a subcontract for the Contractor and for at least one year thereafter. Contractor shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official and any subcontractors of Contractor as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. Contractor shall comply with Chapter 171, Texas Local Government Code.

\*The Contractor shall include the substance of this Section in all subcontracts.

**Conflict of Interest Questionnaire. (ATTACHMENT A)**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any proposer or person conducting business or wishing to conduct business with a county, complete a "Conflict of Interest Questionnaire". A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14<sup>th</sup> St., 10<sup>th</sup> Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site [www.ethics.tx.us](http://www.ethics.tx.us).

The Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission Form 1295** before entering into a contract with Walker County.

**1295 FORM. (ATTACHMENT B)**

A notice to the appropriate local governmental entity that the following local government officer has become aware of the facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

**House Bill 89 Verification, Must be Notarized (ATTACHMENT C)**

- J. INDEMNIFICATION.** Successful bidder shall defend, indemnify and save harmless Walker County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Walker County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs, which may be obtained, against Walker County growing out of such injury or damages.
- K. TERMINATION FOR DEFAULT.** In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Walker County shall give the successful bidder written notice of such default. And in the event said default is not remedied to the satisfaction and approval of Walker County within five working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the bidder in default. The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Walker County reserves the right to terminate the contract for default if

bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Walker County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Walker County's satisfaction and/or to meet all other obligations and requirements. Walker County may terminate the contract without cause upon thirty (30) days written notice.

**L. PAYMENT/INVOICING.** An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of item shipped and quantity
5. A County employee must be present and sign to accept delivery ticket
6. Location of materials destination must be included on each delivery ticket

A minimum of one (1) hour notice shall be given prior to delivery. Payment shall not be processed until product has been received and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2<sup>nd</sup> floor, Auditor's Office. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the bidder to notify the auditor's office of this change at [payables@co.walker.tx.us](mailto:payables@co.walker.tx.us).

**M. TERM OF CONTRACT.** The initial term of this contract shall be from October 1, 2018 through September 30, 2019. Walker County reserves the right to extend this contract through written mutual consent of both parties at the same terms, conditions and prices as stated in the Invitation to Bid at one year intervals not to exceed four consecutive extensions.

The term of this contract shall be: October 1, 2018 through September 30, 2019.

Renewal contract periods will be:

October 1, 2019 through September 30, 2020.	October 1, 2020 through September 30, 2021.
October 1, 2021 through September 30, 2022.	October 1, 2022 through September 30, 2023.

The price indicated in this Invitation for Bid will be a guaranteed price for the duration of this Term. The successful bidder agrees to extend prices, terms and conditions to any/all governmental entities that have entered into, or will enter into, joint purchasing inter-local cooperation agreement(s) with Walker County. Price increases or decreases may be allowed on renewal years and increases must be approved by Commissioners Court. Any price change will be evaluated against the Consumer Price Index (CPI) and/or market survey conducted by the County. The following website will be used to calculate the CPI: [http://www.bls.gov/data/inflation\\_calculator.htm](http://www.bls.gov/data/inflation_calculator.htm). Baselines for the CPI will be the year in which the blanket purchase order was created.

- N. REDUCTION IN PRICE.** If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Walker County.
- O. PLACE OF DELIVERY.** The place of delivery shall be that set forth on the purchase order.
- P. DELIVERY TERMS.** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Walker County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County locations. Delivery days after receipt of order (ARO). If delay is foreseen, contractor shall give written notice to Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Delivery shall be made during normal working hours only, 7:00 a.m. to 5:00 p.m. **NO DELIVERY FRIDAY** unless otherwise noted in bid. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Walker County without prejudice to other remedies provided by law. Where delivery times are critical, Walker County reserves the right to award accordingly.
- Q. VARIATION IN QUANTITY.** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein. Quantities of items must be shipped as ordered per item. Quantity breakage will not be accepted. (Example: 1 case of 12 items is ordered, 1 case of 12 items must be shipped)
- R. SPECIAL TOOLS AND TEST EQUIPMENT.** Walker County shall not furnish any equipment to assist in offloading of material.
- S. INSURANCE REQUIREMENTS** The awarded Bidder shall furnish and keep in full force the following insurance during the term of this Contract:
1. Statutory workers comp in accordance with State of Texas requirements.
  2. Commercial General Liability at minimum combined single limits of (\$500,000 per occurrence and \$500,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$500,000 per occurrence.
  3. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
  4. All insurance must be written on forms filed with and approved by the Texas Board of Insurance.
  5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
  6. All of the aforementioned policies shall be issued immediately after the bidder receives notification of award. Receipt of the Certificates of Insurance is required before any funds will be released for payment.

Acceptance of proof of insurance supplied by the successful bidder, nor failure to disapprove the insurance shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful bidder may be required to carry. It is the responsibility of the successful bidder to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current Certificates of Insurance are received.

**T. REQUESTS FOR CLARIFICATIONS.** Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request by Wednesday, August 11, 2017. The request must be addressed to Charlsa Dearwester, Purchasing Department, at the address listed below or faxed to (936) 295-1595.

**Walker County Purchasing Department  
Attn: Charlsa Dearwester  
1301 Sam Houston Ave, Suite 235  
Huntsville, TX 77340**

Bidders may also email requests for clarification to: [purchasing@co.walker.tx.us](mailto:purchasing@co.walker.tx.us). The subject line must read "BID# C2360-19-002 Geographic Information System."

**U. ALTERNATE VENDORS.** An award will issued to the vendor submitting the best value to Walker County. Walker County will refer to the award as the "PRIMARY". Also, for the department(s), there may be an "ALTERNATE(S)", which will be a bid in and of itself, and will be given the designation "ALTERNATE(S)". Commissioners' Court reserves the right to make an award to more than one (1) alternate.

**V. RIGHTS TO DATA** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by bidder in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be delivered to the County by the bidder upon completion, termination, or cancellation of this contract. bidder shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of bidders obligations under this contract without the prior written consent of Walker County, provided, however, that vendor shall be allowed to use non- confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer and prepare derivative works.

**W. SUPPLIER'S RESPONSIBILITY.**

1. Provide recommendations and consultation services on general GIS projects and purchases. Including but not limited to software, hardware, geographic positioning, data collection, data processing, report generation, GIS integration in existing systems
2. The development and/or collection of GIS datasets (layers) for Walker County's infrastructure and departmental needs including but not limited to datasets such as roads, utilities, addressing, permitting, planning layers, complaint and criminal statistics.
3. Catalog current GIS data and research or create metadata for said datasets and new datasets as created.
4. Assist with recommendations on the development and phasing of existing projects for completion and budgets.
5. Provide training as requested for County Employees.
6. Other local government GIS support and recommendations as needed.
7. Provide all items in the scope of work and meet and work with staff at County offices (1313 University Ave Huntsville, TX 77340) as often as weekly, as well as respond to emergency request for services.
8. Agrees to maintain, and furnish to Walker County upon request, an off-premises back-up of the GIS warehouses/database. The off-premises back-up shall be updated no less that every 30 days.
9. Submit invoices as services are rendered.

**X. STATEMENT OF WORK.**

Located in East Texas, on interstate 45 corridor, Walker County currently has an estimated population of 72,245 people. Walker County is approximately 800 square miles in area and contains the three incorporated cities of Huntsville, New Waverly, and Riverside. Walker County currently maintains a GIS system of data under its Department of Planning and Development utilizing ESRI ArcGIS software and various third party database software platforms.

Bid shall include at minimum:

1. A cover letter describing the background of your firm. Include number of employees, office locations, and resumes of principle staff member (s). The cover letter must be signed by an official of the firm who has the authority to enter into an agreement.
2. Information of the company's experience as it relates to the following areas:
  - a. GIS capabilities for local government. Give demonstration of similar work.
  - b. GIS systems supported by firm, specifically firm experience with ESRI ArcGIS.
  - c. Building and maintain datasets for public sector and 911 emergency services.
  - d. Interface with local government administrators.
  - e. Training.
3. List of entities you currently provide GIS services for, if any. Include a brief summary of your duties and responsibilities for these entities.
4. Identify any services will be subcontracted.
5. Provide a briefs summary of how you plan to provide staff resources to Walker County. Include the resume of those employee(s) that would be assigned to the project if different from the principal staff.
6. Provide your company's billing information for the following:
  - a. Company's proposed fee schedule for services provided, including hourly billing rates for any support personnel.
  - b. Sample invoice
  - c. Company's billing schedules
  - d. Billing rates for any items not covered by fee schedules. \*NOTE: printing services will be provided by Walker County for all project needs deemed necessary by Walker County. Walker County does not intend to pay for travel time, travel expenses, telephone rates, copying, or supplies incurred by contractor.
7. Description of the firm's method, procedure, and practice's used to provide quality assurance on past projects.
8. Provide up to three references

Based on qualifications, all qualified solicitations will be considered and evaluated base on the below major factors.

1. Completeness of BID
2. Qualifications/Experience
3. References
4. Acceptance of Walker County's Standard Terms and Conditions
5. Fee Structure and Billing Rates