



Event # 873

Name: Forensic Science Bldg Automation Controls/Upgrades

Description: The Forensic Science Building Automation Controls and Upgrades Project consists of upgrading the old building automation systems with a new BAS that must be fully integrated and coordinated with mechanical equipment DDC controllers furnished and installed in the equipment manufacturer's factory. The intent of the BAS is to integrate all mechanical equipment into one system for global monitoring, control, and alarming associated with the building.

Buyer: Sana Amanullah

Status: Open

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 1

Preview date:

Q & A open date September 3, 2021 12:30:10 PM EDT

Open date: September 3, 2021 12:30:00 PM EDT

Q & A close date September 16, 2021 11:00:00 AM EDT

Close date: September 29, 2021 11:00:00 AM EDT

Dispute close date:

Contacts

Name	Title	Phone Number	Email Address
SANA AMANULLAH	BUYER/CONTRACT SPECIALIST	210-335-6636	SANA.AMANULLAH@BEXAR.ORG

Meetings

Meeting	Description	Location	Date	Required
Pre-Bid Meeting	The purpose is to explain and clarify complicated specifications and	Bexar County Forensic Science Building	09/14/2021 11:00:00 AM	No



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Meeting	Description	Location	Date	Required
	requirements after the IFB event has been opened but before the closing deadline.			

Questions

Question

What is your state of residence?

Has your organization, any subsidiaries of your organization or any franchise, chain, division, branch under the control of the corporation, partnership, or headquarters of the organization been under investigation or found in violation by the Department of Labor or State of Texas for any violation of wage and hour laws, including the Fair Labor Standards Act, within the last 5 years? If yes, please provide documentation of the investigation, violation, and any fines or penalties assessed.

Has your organization/principals ever been listed on any federal, state, or local list (i.e., GSA/HUD/GAO/TDHCA, or other federal, state, or local list) of debarred, suspended, or ineligible contractors and grantees? If yes, please provide documentation.

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?

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. Is it your intention to comply by completing, submitting and filing the attached Conflict of Interest Questionnaire (CIQ form) with the Bexar County Clerk's Office?

Does your organization follow all state and federal equal employment laws?

Reporting of the expenditure data is required to assist with Bexar County's efforts to capture payments to small, minority and women owned businesses. The attached document, including the Contractor's certification of the information, will become part of the contract awarded for this project, and the Contractor must report any additions, deletions, or substitutions to this certified list to the Bexar County Purchasing Department. Please fill out and attach signed affidavit. If none apply, please indicate on form, sign and attach. Is affidavit attached?

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Question

COOPERATIVE PURCHASING: Bexar County has a role in developing and encouraging Cooperative Purchasing efforts among governmental entities; therefore it would be in the supplier's best interest to help Bexar County facilitate this cooperative effort.

A. Should other Governmental Entities decide to participate in this contract, would you, the Supplier, agree that all terms, conditions, specifications, and pricing would apply?

1) If you, the Supplier, selected yes, the following will apply:

a) Governmental Entities utilizing Inter-Governmental Contracts with Bexar County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this event. All purchases by Governmental Entities other than Bexar County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Bexar County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.

b) Delivery to governmental entities located within Bexar County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Bexar County shall be negotiated between the successful supplier and each governmental entity.

c) Bexar County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing supplier invoices. In the event Governmental Entities utilizing Inter-Governmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the supplier to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the supplier.

d) Supplier(s) awarded contract(s) resulting from Invitation for Bids (IFB) shall be responsible for providing to Bexar County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Bexar County. Failure to provide the requested information when requested could delay the renewal process.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission (TEC) Form 1295 must be completed online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and a copy MUST be included as part of your response. The event/solicitation number shall be entered as the identification number used by Bexar County when completing the online form.

Have you read and attached Form 1295?

Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO INVITATION FOR BID (IFB)

EXAMINE SPECIFICATIONS

Thoroughly examine the drawings, specifications, schedule, instructions, and all other event documents/attachments.

INVESTIGATE CONDITIONS

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Make all investigations necessary to become 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.

LEGAL REQUIREMENTS

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.

USE OF IFB EVENT

Provide all required information on the attached forms and specifications in this event. Telegraphic, fax, or e-mail submissions WILL NOT BE ACCEPTED. Electronic submission via the supplier portal is preferred, but hard copies will be accepted. By submitting a response, bidder affirms that no alteration of any kind has been made to this event.

UNIT PRICE VS EXTENSIONS

Provide unit price(s). Where there is disagreement in the unit and extension prices, the unit price shall govern.

ALTERNATE BIDS

Alternate bids cannot be considered unless specifically invited and authorized by the event.

DELIVERY TIME

The Forensic Science Building Automation Controls and Upgrades Project must be completed within 180 calendar days (6 months) completion time from the date of the Notice to Proceed.

TAXES

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)

F.O.B. POINT

Include cost of freight to destination(s) shown in the unit price(s) in the bid. Only F.O.B. destination bids will be considered.

BIDDER RESPONSIVENESS

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. Such outstanding matter includes, but is not limited to, any review, certification, or approval by any party that has not been received.

SUBMISSION OF BID DOCUMENTS

County will not accept bids submitted by telephone, FAX transmission or e-mail in response to this event. Electronic submission via the supplier portal is preferred, but hard copies will be accepted.

If a hard copy bid is submitted, bidder must submit one (1) original signed bid and electronic copies of the entire bid on five (5)



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thumb drives. Bid must be submitted in a sealed envelope. The IFB Event number and the submittal deadline should be clearly shown in the lower left hand corner of the envelope; in addition, the name and the return address of the bidder should be clearly visible.

BIDS MAY ONLY BE SUBMITTED IN THE FOLLOWING WAYS AND TO THE FOLLOWING LOCATIONS:

1) Physically delivered to the Bexar County Purchasing Department, 1103 South Frio, Purchasing Suite, San Antonio, Texas 78207. (NOTE) Due to COVID-19 Pandemic: If delivering a hard copy bid vendor must notify Sana Amanullah via e-mail (sana.amanullah@bexar.org) 24 hours in advance to make arrangements for receiving the bid.

OR

2) Submitted electronically through the Bexar County Purchasing Supplier Portal.
<https://myebids.bexar.org/Improc/SourcingSupplier/controller.servlet?dataarea=Improc&context.session.key.SupplierGroup=100>

For technical assistance, please contact Aaron Andrade at aaron.andrade@bexar.org.

ANY BIDS NOT SUBMITTED TO EITHER OF THESE TWO LOCATIONS ON TIME WILL BE RETURNED UNOPENED AND WILL NOT BE CONSIDERED.

****ELECTRONIC SUBMISSION VIA THE SUPPLIER PORTAL IS PREFERRED, BUT HARD COPIES WILL BE ACCEPTED. A DIGITAL COPY MUST BE INCLUDED WITH ALL HARD COPIES SUBMITTED****

ANTI-LOBBYING RESTRICTIONS

Event bidders, their team members, or anyone involved in preparing their event submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of this qualification process. This anti-lobbying restriction extends to all elected and appointed officials as well as employees of the COUNTY. In the event of such lobbying, the COUNTY may reject any event submission by that bidder without further consideration and terminate the bidder's right to continue in the procurement process. All correspondence or contact by interested parties with the COUNTY must be directly and only with the County Contact Person for this event.

It should be duly noted by all bidders that this restriction extends from the release date of the event through to the date and time when the COUNTY formally awards the contract. Any lobbying undertaken during this timeframe by any bidder or their team members, or anyone involved with their event submission may result in the immediate disqualification of the process.

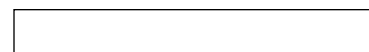
This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the event County Contact Person.

DELINQUENT TAX/BANKRUPTCY

Bidder certifies that bidder is a duly qualified, capable, and otherwise bondable business entity. Bidder further certifies that the Company, Corporation or Partnership does not owe any back taxes within COUNTY. No award will be made to a person/entity owing back taxes within COUNTY. Additionally, if taxes become delinquent after an award has been made to bidder, that fact may constitute cause for cancellation of this contract.

COPYRIGHTS/PATENTS

Bidder warrants that all applicable patents and copyrights which may exist on items bid have been adhered to. Further, bidder warrants 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 rights 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 copyright applicable to items sold hereunder.



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EMPLOYMENT PRACTICES

Bidder warrants that upon execution of a contract with COUNTY bidder will not engage in employment practices which have the effect of discriminating against employees or prospective employees on the basis of age, race, color, religion, national origin handicap or sex. Bidder agrees to submit reports as COUNTY may require to assure compliance. Furthermore, COUNTY, its contractors, contractor's subcontractors and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of age, 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.

SUBSTITUTE BRAND BID

Bidder certifies that any substitute brand bid upon matches the performance and essential characteristics of the item in the purchase description and agrees 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 attached with each bid.

BID PRICE HELD FIRM

Bidder warrants that the bid price will be held firm and subject to acceptance by Commissioners Court for a period of ninety (90) calendar days from event closing date, unless specifically authorized in the terms and conditions of the event or such longer period indicated in the bid.

AMOUNT OF LIQUIDATED DAMAGES

Liquidated damages for this contract shall be \$500 per each consecutive calendar day beyond the specified 180 calendar days (6 months) completion time from the Notice to Proceed.

CONTINGENCY FEES

Bidder warrants that bidder employs or retains no person or entity to solicit or secure this contract where bidder has agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for bidder's bona fide employees or bidder's bona fide established commercial or selling agencies that bidder maintains 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.

COLLUSION

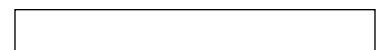
Bidder affirms that any response to this bid does not include any preparation in collusion with any other bidder. Further, bidder affirms that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official closing of this event.

OVERCHARGES

Bidder hereby assigns to COUNTY any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

NON-RESTRICTIVE SPECIFICATIONS

Intent is to solicit bids on common commercially available items rather than restrictive specifications. See "Event Clarification" for method and timing required for any request for clarification or objection to this event.



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CATALOG REFERENCES

Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted and is used only to indicate type and quality of material. Bidder is required to state exactly what bidder intends to furnish. Otherwise, bidder shall be required to furnish items as specified.

"OR EQUAL"

The term "OR EQUAL", if used, identifies a commercially produced item which has all the essential performance characteristics of the brand name stated in the item description. Bids submitted on an "OR EQUAL" item must identify the brand name and model number offered. If a brand name and model number is not indicated, bidder must provide the exact brand name and model number specified in the item description.

NEW UNUSED ITEMS

Bid material must be new and unused unless otherwise specified in this event. Remanufactured or reconditioned do not qualify as new.

BID BOND/PERFORMANCE BOND

Bid and Performance BONDS are required, the following apply:

- (i) Bidder must submit a Bid BOND equal to Five percent (5%) of the amount of offer.
- (ii) Bid BOND must be in the form of a SURETY BID BOND executed with a Surety Company authorized to do business in this State or a cashiers check or certified check PAYABLE TO BEXAR COUNTY.
- (iii) The Bid BOND must be submitted with bidder's offer. If bidder is the unsuccessful bidder, bid BOND will be returned within ten (10) days of award. If bidder is the awardee, bid BOND will be held until a performance BOND is received as explained below.
- (iv) Awardee must provide a performance BOND to the County Purchasing Agent within five (5) days of notification of award of event. BOND must be in an amount equal to One Hundred percent (100%) of the firm fixed quantity awarded or of the estimated annual requirements if no firm fixed quantity is awarded.
- (v) The performance BOND must be in the form of a Surety BOND executed with a Surety Company authorized to do business in this State. BOND is PAYABLE TO BEXAR COUNTY.
- (vi) Even though a contract may be awarded, no contract is deemed to exist until the proper performance BOND has been received.
- (vii) At awardee's request, the performance BOND shall be returned by COUNTY upon completion of the contract and final acceptance of all items on the contract.
- (viii) If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the BOND by COUNTY for LIQUIDATED DAMAGES, see "Amount of Liquidated Damages".

WITHDRAWAL OF BIDS

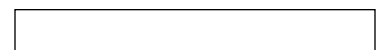
Bids may not be withdrawn after the time set for the event closing unless approved by Commissioners Court.

LATE BIDS/MODS

Bid or a modification to bid is LATE if it is not submitted by the time set for event closing and will not be accepted.

EVENT CLARIFICATION

If bidder needs clarification or has any question as to the true meaning of specifications or any other document in the event, bidder's concerns must be submitted in writing to the County Purchasing Agent on or before ten (10) days prior to the scheduled event closing of bids. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of an amendment to the event distributed to all who received a notification of the event. No other interpretations or clarifications will



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be provided prior to award. Contact the buyer/contract specialist for any questions.

PROMPT PAYMENT DISCOUNTS

Prompt payment discounts WILL NOT BE CONSIDERED in determining low bid and making award. Prompt Payment Discounts offered by bidder and earned by COUNTY will be taken. For the purpose of computing the DISCOUNT PERIOD for payments, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by COUNTY prior to award of contract.

PAYMENT FORM

PAYMENTS shall be made by check or warrant by COUNTY upon satisfactory delivery and acceptance of items and submission of INVOICE to the address below for orders placed by the County Purchasing Agent or as indicated on Delivery Orders placed by other authorized agencies:

BEXAR COUNTY AUDITOR
ACCOUNTS PAYABLE
101 W. NUEVA, SUITE 800
SAN ANTONIO, TEXAS 78205-3445
Telephone: (210) 335-2301
Fax: (210) 335-2996
E-mail: AccountsPayable@bexar.org

PROMPT PAYMENT ACT

PROMPT PAYMENT ACT applies (69th Legis-Reg session, ch 82 and ch 614 para 2) which provides that payments be made within thirty (30) calendar days. It provides for a Twelve percent (12%) interest penalty to be added at time of payment for late payments. Penalty does not apply if federal grant, contract, regulation, or statute prevents timely payments with federal funds. Vendors must pay vendor's suppliers the same Twelve percent (12%) interest on bills that miss the deadlines. Subcontractors must pay suppliers within ten (10) calendar days after payment is received by the subcontractor. Vendors must apply for interest payments if vendor believes interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later: Satisfactory and acceptable delivery or performance has been completed or correct and proper invoice is received at the designated place. COUNTY has twenty-one (21) days in which to notify vendor of erroneous invoice or shipment/services. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial payments will not be made unless specifically authorized in the contract.

F.O.B. POINT

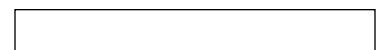
See "F.O.B. Point" for F.O.B. terms. Title and risk of loss of the goods shall not pass to COUNTY until receipt and acceptance takes place at the F.O.B. point. Contractor will be responsible for delivering to the destination(s) shown in the schedule (or in more detail in resultant orders), unloading, unpacking or uncrating, setting-up, and removing all cartons or packing materials from the final destination at Contractor's expense, as applicable.

VARIATION IN QUANTITY

No VARIATION IN QUANTITY of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes and then only to the extent, if any, specified elsewhere in this contract.

INSPECTION AND ACCEPTANCE

The receiving department shall INSPECT AND ACCEPT any and all deliveries made and reject those items which are damaged or which do not conform to Item Descriptions. The awardee shall be responsible for the proper labeling, packing, and delivery to final



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destination, including replacement of rejected deliveries.

WARRANTIES AND GUARANTEES

Copies of WARRANTIES AND GUARANTEES equal to or better than those given the bidder's most favored customer will be submitted to the County Purchasing Agent at the address below. Fax or e-mail submissions are acceptable with reference to the respective IFB event number.

BEXAR COUNTY PURCHASING DEPARTMENT
COUNTY PURCHASING AGENT
1103 SOUTH FRIO
PURCHASING SUITE
SAN ANTONIO, TX 78207
Fax: (210) 335-2219
E-mail: purchasing1@bexar.org

OFFICIALS NOT TO BENEFIT

NO COUNTY OFFICER, EMPLOYEE OR ELECTED OFFICIAL SHALL BENEFIT from this contract. Individual may not hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.

GRATUITIES

NO GRATUITIES (in the form of entertainment, gifts or otherwise) may be offered or given by bidder or awardee or any of bidder's or awardee's agents or representatives to any COUNTY officer or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract or to determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by COUNTY followed by an opportunity for a hearing. The facts of Commissioners Court findings can be an issue for review by any competent court. Contractual remedies that apply to BREACH of contract apply if terminated under this provision. A penalty of exemplary damages in an amount determined by Commissioners Court of not less than three (3) nor more than ten (10) times the cost incurred by the violator in providing any gratuity, in addition to any other damages to which COUNTY is entitled by law, is recoverable.

ASSIGNMENT OF CLAIMS

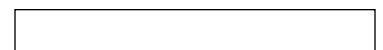
In a contract award exceeding Five Thousand Dollars (\$5,000.00) payment may be assigned to a bank, trust company or other financial institution, including any Federal lending agency by prior written approval and authorization from Commissioners Court through the County Purchasing Agent. Payment by COUNTY can be made only to one party. Assignments that do not conform to these terms will not be recognized. A fee of One Hundred Dollars (\$100.00) will be charged, payable to BEXAR COUNTY for administrative costs. Then modification to the contract will reflect the payee change.

NOVATION AGREEMENTS

If awardee changes name or ownership (NOVATION), awardee must notify the County Purchasing Agent immediately. The change must be approved by Commissioners Court before any change can be recognized in the contract. A fee of One Hundred Dollars (\$100.00) per contract payable to BEXAR COUNTY for administrative costs is required. Then the contract will be modified to reflect the change.

FORCE MAJEURE

Neither party can be held responsible for losses of any kind as a result of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.



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PROTESTS, DISPUTES AND APPEALS

A contract may not be awarded to a bidder who is not the lowest dollar 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 Commissioners Court and present evidence concerning each lower bidder's responsibility.

(i) Protests before award must be submitted in writing to the County Purchasing Agent and shall be heard by Commissioners Court prior to award.

(ii) Protests after award must be submitted in writing to the County Purchasing Agent within ten (10) calendar days after notification of such award. The County Purchasing Agent routinely will forward a written reply to the protester within ten (10) calendar days from receipt thereof. If the protester is not satisfied with the reply of the County Purchasing Agent, the protester may appeal the decision within ten (10) 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 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 upon all parties concerned, appealable in a court of competent jurisdiction in Bexar County and in accordance with the laws of the State of Texas.

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 COUNTY may require corrective action within ten (10) days 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 ten (10) days shall constitute a default of contract. Contractor shall be given a thirty (30) day period within which to show cause as to 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 and all replies shall be made in writing to the County Purchasing Agent at the address below. 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. At 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 Contractor's default, plus reasonable administrative costs and attorney's fees.

BEXAR COUNTY PURCHASING DEPARTMENT
COUNTY PURCHASING AGENT
1103 SOUTH FRIO
PURCHASING SUITE
SAN ANTONIO, TX 78207

PUBLIC INTEREST TERMINATION

If it is in the PUBLIC INTEREST TO TERMINATE the contract, 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 which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories are excluded. In the event COUNTY pays for supplies or materials, such supplies and materials shall become the property of COUNTY and shall be delivered to the F.O.B. point shown in the contract or as designated by the County Purchasing Agent. No anticipated profits are payable.

CONTRACT CONSTRUCTION

(i) Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract



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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 IFB event, such inconsistency shall be resolved by giving PRECEDENCE in the following order:

- (a) the Specifications/ Construction Documents/Attachments;
- (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 event apply to the contract as well.

PRE-AWARD SURVEY

After event 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 event. 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 event. Additionally, bidder 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.

OWNERSHIP OF DOCUMENTS

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

INDEMNIFICATION AND INSURANCE

1)Commercial General Liability Insurance for amounts not less than: County shall be named as an additional insured on this policy.

\$2,000,000General Aggregate
\$1,000,000Each Occurrence

2)Workers' Compensation Insurance Providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law as may be applicable to the work being performed under this Contract. Employer's Liability Insurance with limits of liability not less than: A waiver of subrogation in County's favor is required.

\$500,000Each Accident
\$500,000Policy Limit for Disease
\$500,000Each Employee for Disease

3)Commercial Automobile Liability Insurance covering all owned/leased, rented, borrowed, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Contract with limits of liability not less than ONE MILLION DOLLARS (\$1,000,000.00), combined single limit: County shall be named as an additional insured on this policy.

\$1,000,000Combined Single Limit

4)Professional Liability in connection with the work being performed under the Contract with limits of liability not less than ONE



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MILLION DOLLARS (\$1,000,000.00) per occurrence, with TWO MILLION DOLLARS (\$2,000,000.00) aggregate coverage:

\$2,000,000 Per Claim
\$ 4,000,000 Annual Aggregate

a) Coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of the work by BEXAR COUNTY.

b) Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

Own Equipment and/or Property: Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION

TO THE EXTENT AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS AND THE TEXAS CONSTITUTION, SERVICE PROVIDER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF SERVICE PROVIDER, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. SERVICE PROVIDER SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE SERVICE PROVIDER OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE SERVICE PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

AWARD CRITERIA

Award will be made to the responsible bidder who submits the lowest and best bid and most advantageous to COUNTY, price and other factors considered. When payments are to be made to 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.

"ALL OR NONE" BIDS

COUNTY reserves the right to accept any item or group of items offered, unless the bidder qualifies the 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.

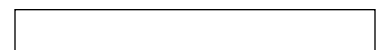
REJECTION OF BIDS

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.

TIE-BREAKER

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

RESIDENT ADVANTAGE



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Texas provides no advantage to resident bidders in the award process. However, bids from another state where that state favors its 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 bidder's 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).

OTHER FACTORS

Other factors may be considered in determining the successful bid when applicable. Such factors include, but are not limited to, administrative cost for a multiple award calculated at Five Hundred Dollars (\$500.00) per award, cost of any test(s) or inspection(s), cost of delivery to final destination under unusual circumstances, warranties and guarantees, delivery or performance period, and ability to deliver or perform.

COUNTY CONTACT PERSON

Any questions or concerns regarding this IFB shall be submitted to the assigned representative listed below:

Name: Sana Amanullah
Bexar County Purchasing Department
Email: sana.amanullah@bexar.org

The County specifically instructs all interested parties to restrict all contact and questions regarding this IFB with the above-named County contact person. Communication with anyone other than the contact person stated within this IFB 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.

SCHEDULE OF VALUES (SOV)

COUNTY reserves the right to request bidder(s) to submit a Schedule of Values (breakdown of dollar-value the bidder assigned to establish the construction cost) as part of their bid submission and to request additional information from any respondent. COUNTY reserves the right to reject any and all bids and/or waive minor irregularities in any bid response.

SMALL, MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (SWMBE) PROGRAM

SMWBE PROGRAM TARGETS

The purpose of the Bexar County Small, Minority and Women Owned Business Enterprise (SMWBE) Program is to establish minimum targets for all procurement dollars for County Offices, Departments, Funded Entities and Facilities in the areas of Commodities, Equipment, Professional and Personnel Services, Maintenance and Construction are spent with minority and women owned business enterprises and with small business enterprises. Bexar County is committed to increasing the involvement of SMWBEs in the procurement process. It is the intent of the County to afford small, minority and women-owned businesses a fair opportunity to compete for all Bexar County contracts.

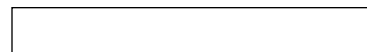
BEXAR COUNTY STATEMENT OF VENDOR RESPONSIBILITIES

1. 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 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



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- (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.
2. Provide SMWBEs that are genuinely interested in the project with adequate information about the project (i.e. plans & specifications, scope of work, etc.) and any other information that will prove beneficial to the SMWBE.
3. Provide written notice/explanation to the SMWBE Program Office (www.bexar.org/smwbe) when a SMWBE Subcontractor's bid or price quotation/proposal is rejected, unless another SMWBE was selected to perform the same job.
4. For those vendors that experience difficulty in locating certified SMWBEs a list will be provided to the vendor by the 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.

GENERAL PROVISIONS

SCOPE OF CONTRACT

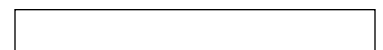
This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services identified in the event and attachments at the stated prices submitted by bidder. Upon acceptance of a bid by Bexar County Commissioners Court and issuance of a Contract Award by the County Purchasing Agent, bidder shall deliver the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions and General Provisions contained herein.

CHANGES-COMMODITIES/SERVICES-SUPPLIES TO BE FURNISHED

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 specifically manufactured for 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 does not affect the scope of the contract or does not result in expense to the Contractor.
- (e) Description of services to be performed.
- (f) Time of performance (i.e. hours of day, days of week, etc.)
- (g) Place of performance of the services.

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 thirty (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, 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



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proceeding with the contract as changed.

DELIVERY POINT

Delivery of all items or services under this contract shall be FREE ON BOARD (F.O.B.) to final destination at the address shown below or delivery order will identify other F.O.B. Point located in Bexar County.

Forensic Science Building
7337 Louis Pasteur Dr.
San Antonio, TX 78227

REQUIRED TIME OF DELIVERY

All services related to the Forensic Science Building Automation Controls and Upgrades Project shall be completed in accordance to the following schedule:

180 calendar days (6 months) from the date of the Notice to Proceed.

Bids that propose a delivery schedule that will not clearly fall within the required delivery period above may be considered nonresponsive and rejected.

DESIGNATED COUNTY HOLIDAYS

No deliveries or services will be required or accepted, unless specific prior arrangements have been made, on designated holidays. The website address below contains the approved holiday schedule for the current fiscal year.

<http://www.bexar.org/County/Holidays/holiday.html>

INDEMNITY AGAINST LOSS

COUNTY does not assume any liability to third parties nor will COUNTY reimburse the Contractor for Contractor's liability to a third party with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold COUNTY harmless from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

AMENDMENT

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

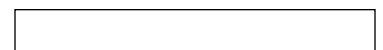
INSTRUCTION AND ASSISTANCE

Contractor shall provide all technical assistance which may be required during the installation and initial use of the equipment including operational training for employees. Manuals, instructions, and technical representative names/contact information will be given to the requesting Department.

DOCUMENTATION

Bidder shall submit/attach the following documents with bid or subsequent to award, as applicable.

- (a) Bid and Performance Bonds
- (b) Certificate of Insurance
- (c) Worker's Compensation Certificate



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- (d) Bid Form
- (e) Schedule of Values (SOV)
- (e) List of Subcontractors
- (f) Contractor Qualification Form
- (g) Sub-Contractor Qualification Form,
- (h) Experience Form
- (i) General Contractor Management and Contact Info. Form
- (j) Warranties/Guarantees
- (k) Brochures/Literature and Specifications

PRICES

All prices in this event shall be complete showing where applicable, all charges relative to the delivery, installation, maintenance, repair, removal, etc. No additional payments shall be made by COUNTY unless such additional payments appear in the bid submitted herein.

PRIOR AGREEMENTS SUPERSEDED

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

PARTIAL PAYMENTS

Partial payments may be considered as measurable elements of the work are completed or specific quantities are delivered. Any work completed or items delivered must be in accordance with all terms and conditions in the contract. The contract in its entirety must be completed in the quantities of units specified in the event. Therefore, partial payment does not relieve the contractor from completing the entire contract. Reference "Terms and Conditions - Payment Form" for other payment terms.

PRE-BID CONFERENCE

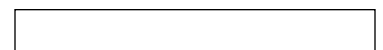
- (a) The pre-bid conference is held to brief prospective bidders/offerors after the bid has been issued, but before bids are submitted. Generally, the purpose is to explain and clarify complicated specifications and requirements. The conference will not be used as a substitute for amending a defective or ambiguous invitation.
- (b) Prospective bidders/offerors can attend the conference and are encouraged to submit written questions in advance. Therefore, prepared answers can then be delivered during the conference.
- (c) The conference will be conducted by either the buyer or the County Purchasing Agent in a manner to ensure that all prospective bidders/offerors are furnished identical information concerning the proposed purchase. Other appropriate COUNTY departments and individuals may attend. A complete record of the conference shall be prepared and a copy furnished to all prospective bidders/offerors.
- (d) Remarks and explanations at the conference will not qualify the terms of the event. Terms of the event and specifications remain unchanged unless the event is amended.

NOTICE TO ALL BIDDERS - TWCC

The Texas Workers Compensation Commission (TWCC) has adopted Rule 110.110 effective with all bids advertised September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that if statutory requirements for workers compensation insurance coverage are not being met, Rule 110.110 is designed to achieve compliance from both contractors and government entities. This affects all parties on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any



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change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects bidder's subcontractors.

Please read carefully and prepare bid in full compliance with TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in bidder being declared non-responsive.

According to TWCC, 'This rule does not create any duty or burden on anyone which the law does not establish. Therefore, COUNTY should not experience any increase in cost because of the need to comply with the Texas Workers Compensation laws.

SELECTION

COUNTY reserves the right to:

- (a) enter into agreements for all or any portion of the requirements and specifications set forth in this IFB event 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 COUNTY.

Attachments

Attachment

Event 873 Specifications.pdf

Event 873 Construction Docs.pdf

Event 873 Instructions to Bidders.pdf

Event 873 Pre-Bid Meeting Sign In Sheet.pdf

Line Details

Line 1: FSC Automation Controls Upgrad

Description: FSC Automation Controls Upgrade

Item: FSC AUTOMATION CONTROLS UPGRAD FSC Automation Controls Upgrad

Commodity Code: 912 CONSTRUCTION SERVICES, GENERAL MAINTENANCE & REPAIR

Quantity: 1.00

UOM: JA

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Allowed: No

Add On Charges Allowed: No



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Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
100	700	5022	54009	100.000%

Line 2: Alternate 1

Description: Pricing for air curtains AC-1 through AC-4 shown on M1.0, as well as all associated controls and electrical

Item: AIR CURTAINS Alternate 1

Commodity Code: 912 CONSTRUCTION SERVICES, GENERAL MAINTENANCE & REPAIR

Quantity: 1.00 **UOM:** JA

Require Response: Yes **Price Breaks Allowed:** No **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 3: Alternate 2

Description: Provide pricing to install a wireless temperature in the remote walk-in refrigerator located near the utility transformer. The pricing shall include monitoring and alarm through the controls system.

Item: WIRELESS TEMPERATURE Alternate 2

Commodity Code: 912 CONSTRUCTION SERVICES, GENERAL MAINTENANCE & REPAIR

Quantity: 1.00 **UOM:** JA

Requested Delivery Date: 04/29/2022

Require Response: Yes **Price Breaks Allowed:** No **Alternate Items Allowed:** No

Add On Charges Allowed: No

