

## NOTICE TO INTERESTED PARTIES

Presidio County will be receiving sealed proposals at 300 N. Highland Ave, PO BOX 423, Marfa TX 79843 by 4 P.M (CST) **Monday, July 7, 2025.**

Mark Sealed

Envelope: "RFP #25-02"

### **Cloud Hosted Property Tax Collection Software**

Bids should be typed or printed in ink. Bids shall be placed in a sealed envelope, with the cover page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown above. **Facsimile transmittals and email submitted bids will not be accepted.**

**Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to [countyauditor@co.presidio.tx.us](mailto:countyauditor@co.presidio.tx.us). Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.**

Presidio County appreciates your time and effort in preparing a bid. All proposals must be received in the County Auditor's Office by July 7, 2025, at 4:00 pm. Bids received after the deadline will not be considered for the contract and shall be considered void and unacceptable. Award of the proposals is scheduled for Commissioners' Court, Wednesday, July 23, 2025, Presidio County Annex, Building B, 300 E. O'Reilly St, Presidio Tx, 79845. You are invited to attend in person or through Zoom. Vendors submitting a bid must meet or exceed all specifications.

Alicia V Sanchez  
Presidio County Auditor

# PRESIDIO COUNTY SIGNATURE PAGE

**BID 25-02**

## **Tax Collection Services Software**

Vendor must meet or exceed specification

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and one (1) additional paper copy. Additional copies must reflect the original hard copy.**

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to Presidio County that I have read and understood the Bid Documents and the Contract Documents, and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F.O.B. PRESIDIO COUNTY

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Company

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Mailing Address

---

Federal Tax Identification No.

---

City, State, Zip Code

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DUNS Number (Applicable to Grant Funded Project)

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Representative Name & Title

---

Telephone Number include area code

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Signature

---

Fax Number include area code

---

Date

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Email Address

**\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\***

## GENERAL INFORMATION

### GOAL

To acquire and implement a fully integrated Property Tax Collections system that includes a Cloud hosted software system, with ongoing maintenance & support with emphasis on:

- Maximizing the efficiency of the staff with automated tools
- Increasing Tax Collections for accuracy, uniformity, and analysis capabilities.
- Fully integrating with On-Line Mapping technology,
- Providing the utilities and flexibility to accommodate the changes that are inherent with a Tax Office Solution
- Providing the avenue for continued excellent service to our taxpayers and taxing units in the most cost-efficient manner.
- Ability to integrate with the Presidio County Appraisal Solution
- Strong online presence
- Remain current on legislative changes and updates

### INTRODUCTION

The purpose of this document is to provide the Presidio County Tax Office with a strategic tool for acquiring and implementing a Proven Cloud Hosted Property Tax Collections System outlined above. This document will be used as an instrument to evaluate and select the most appropriate cloud hosted software for the Presidio County Tax Office to assure the maximum benefit of their investment in time, money and human resources.

The Presidio County Tax Office is seeking to enhance overall communications and improve the effectiveness of the entire organization and better serve the community. To that end, the Presidio County Tax Office is soliciting proposals for a new comprehensive, fully integrated, software and to utilize the current hardware at the County as long as it meets the vendors recommendation and requirement otherwise the Tax Office will be responsible for upgrading any necessary peripheral currently in use. The new system will include, but is not limited to, hosting the software and database for automated the Property Tax Collections & administration in accordance with Texas State Law, Texas Property Tax Code, State Comptroller's Office Property Tax Division and USPAP (Uniform Standards of Professional Appraisal Practice) standards. The new system will also include document archival module, document imaging software, and full integration with our current Geographic Information System (GIS). The terms "new system", "software system", and "new software system", "new comprehensive software and hardware system" will all have the same meaning, as defined by this paragraph, throughout this document.

The Presidio County Tax Office receives funds on a quarterly basis from 8 taxing units (entities). The Presidio County Tax Office currently has 35,000 Tax Accounts and 5 Tax Office Employees collections. Presidio County Tax Office is currently using software provided by James Morgan Ad-Valorem Collections System. In order to continue to accomplish our goals and minimize increased personnel costs, we must have a vendor and vendor's software system that will completely and efficiently serve our current and future needs. Equally important to Presidio County Tax Office is the ability of the system to accommodate future advances in technology and growth.

Presidio County Tax Office anticipates the acquisition of all required hardware and software license agreements through this RFP. The vendor should specify the type and cost of each acquisition plan the vendor offers. It is the Presidio County Tax Office intent to greatly improve and enhance productivity and control the cost of data processing.

The Presidio County Tax Office is only interested in proposals that offer a total solution for automating all functions of the Presidio County Tax Office. The total solution must also include query tools, form processing, report generating capabilities, and an online presence meeting the legislative mandates. The Presidio County Tax Office requires that the vendor be the original author and support organization for all application software.

The Presidio County Tax Office will accept proposals for turnkey total solution systems only. The successful vendor will be considered the prime contractor. The Presidio County Tax Office requires that the prime contractor obtain all hardware and application software licenses, install all hardware, convert the Presidio County Tax Office databases and train the Presidio County Tax Office staff. The software must provide the staff with the capability for management of all processes in Presidio County Tax Office, relying on the proposer to assist in daily and annual processes if necessary.

## CURRENT TECHNOLOGY INFRASTRUCTURE

- Morgan Ad Valorem current system
- 3 computers
- The Ad Valorem system is only accessible in the Marfa Tax Office
- There is no system connectivity to the Presidio Annex Office
- Technical Support is limited

## GENERAL REQUIREMENTS

### Modern Technology

The reason for procurement is to accommodate the expanded capacities and requirements of our operations and to secure a system that allows us to take full advantage of the latest advances in computing and information processing technology within budgetary constraints.

The new system must satisfy the following requirements:

- Be responsive to the functional needs of a small office and handle connecting two offices located in different locations.
- Be sufficiently flexible in both functional and technical designs to easily accommodate future changes as required by Texas State Legislature, changes in technology as well as business environment.

Incorporate advances in computing and communications technology, such as:

- Current technology for hosted Tax Collections application development
- Ability to handle multiple payment options
- Ability to generate tax bills and provide the file for print vendor processing
- Full Audit Trail Capability
- Structured systems design (fully normalized)
- Solution provided reports
- Capability to integrate with Scanning, Imaging, GIS databases, and any future rdbms compliant products.
- Capability to ftp, import and export
- Capability to support online applications or integrate with BIS:
- Property Search
- Electronic communication
- Electronic Tax Notices
- On-Line Tax Payment Integration

## Compliance

The new relational software system must support Property Tax Collections according to Texas State Law, Texas State Tax Code, Texas Property Tax Division Rules and USPAP standards.

## Proven and Progressive

The new relational software system is envisioned to represent proven state of the art technology employing features that are on-line, real-time, within a fully integrated environment. It must provide flexibility and ease of maintenance to effectively handle changes in the Presidio County Tax Office business rules. Input and inquiry screens should be user-friendly with well-developed, easy to use documentation and on-line help features. Overall, the new system should provide the user with ready access to all necessary information, have a good response time, reduce paper shuffling, provide easy importing and exporting of any and all data and be cost effective to operate. The proposed system must be in place in at least 2 offices that collect property taxes.

## Integration

The key to the new software package is to apply full integration of all components or modules. These components should share information and thus reduce duplicative data entry and storing redundant information. The information stored should be normalized using the Rules of Data Normalization.

## Innovative

It is required that Vendors offer their best solution to meet Presidio County Tax Office system needs as defined in this document. Presidio County Tax Office will not tailor these needs to fit solutions a particular Vendor may have available. However, Presidio County Tax Office does encourage innovative ideas for hardware and software that will result in enhanced overall operations for the Presidio County Tax Office.

## Maintenance

The Vendor will be required to engineer, design, program, install, convert data, train and test and maintain the new system that will provide complete services for Presidio County Tax Office. Presidio County Tax Office will accept proposals for turnkey total solution systems only. Vendor must be the sole responsible party throughout the delivery, installation, training, warranty, and maintenance periods. Any subcontractor utilized by the Vendor must be identified in the proposal with description of the assignments they will perform. A change of subcontractors throughout the installation, warranty, or maintenance periods requires the prior written approval of Presidio County Tax Office. The Vendor will have ultimate responsibility for all subcontractors utilized for this project. The Vendor must provide a project manager as a single point of contact for Presidio County Tax Office throughout the planning and implementation of the project.

# **PROPOSAL REQUIREMENTS**

## Hosting of Application and Customer Data

- 5   Desktop personal computers (Provided by the County IT Services)
- 5   Report printers (Provided by the County IT Services)
- 1   System printer (Provided by the County IT Services)
- 1   Network switch (Provided by the County IT Services)
- 1   Firewall Device (Provided by the County IT Services)
- 5   Document Scanners (Provided by the County IT Services)

## Software

- 35,000 Number of Tax Payer Accounts Real Estate parcels
- 5   Number of Tax Users
- 1   Website & Integration Modules – Property Access & On-Line Payment Integration.

Hosting & Tax Collections application costs All proposals should include cost of the hosting and professional services included a five year agreement.

## Training

All proposals must include sufficient training to insure a successful installation. The proposal must specify the number of training days, the location and cost of each training session. Each training session may include a portion of or all staff members.

### Installation and Conversion

The Vendor should specify the amount of time required for the installation and conversion process. Responsibilities of Presidio County Tax Office. must be specified for Presidio County Tax Office. assistance in installation, cabling, database conversion and training.

### Software/Hardware Maintenance

We will require a written Subscription maintenance agreement for an agreed upon period of time. The Vendor may subcontract the hardware maintenance, but the Presidio County Tax Office will hold the Vendor responsible for all maintenance services. Any additional documentation that will assist Presidio County Tax Office. in evaluating the maintenance agreement should be included.

### GIS Mapping Integration Option

A critical element in the implementation of a total solution package is the communication of data between the proposed collections system and a GIS Mapping System. The chosen Vendor must be able to demonstrate the ability to view accounts from the Tax Collections application with the GIS System. The Vendor must provide a demonstration of this functionality

## PROPOSAL EVALUATION PROCEDURE

The Presidio County Auditor's Office must receive 5 printed copies of every proposal, in sealed envelope(s) with proper identification no later than July 7, 2025. Requests for extensions of the closing date or time will NOT be granted. Partial bids will not be accepted. Proposals arriving late will not be considered. Vendors should allow sufficient mailing time to ensure the timely receipt of the proposal.

Address proposals to:

Presidio County Auditor

P.O. BOX 423

Marfa, TX 79843

Mark Envelope: **"RFP 25-02 Cloud Hosted Property Tax Collection Software "**

### Vendor Information

Vendors must submit information about the organization, including:

1. Company description
2. parent or subsidiary status
3. description of all business activities engaged in by Vendor
4. number of employees
5. complete list of customers in Texas currently utilizing the product proposed



## Vendor Business Philosophy

Presidio County Tax Office will not evaluate Offers on technical specifications alone. Equally important is the business relationship between the client and the Vendor. In order for Presidio County Tax Office to become more familiar with your company, Vendors must submit the following:

1. Mission Statement
2. Short Term Goal List
3. Long Term Goal List
4. Support Perspective
5. Software Enhancement Plan
6. Legislative Changes Plan

## Vendor Background and Qualifications

1. The Presidio County Tax Office will only enter into an agreement for a new system (as outlined in the Introduction) with a Vendor qualified by experience, a proven Texas product and operating with financial stability.
2. The Vendor must be a reputable firm currently performing within the State of Texas, software installation, conversions and support with skilled, fully trained technicians capable of performing a first class installation and conversion in accordance with standard industry practices. All Vendor technicians must be experienced with the programs and equipment they are to install and /or support. The technician working with Presidio County Tax Office must have completed at least two full conversion projects within Texas within the five years.
3. The Vendor must have installed, converted, supported and maintained the product(s) offered to the County Tax Office in a Texas Tax Office. The vendor must be able to accommodate an office and project of our size or greater and demonstrate where they have a functioning system that has successfully been implemented.

## Manufacturer Affiliation

- Vendor must be the original author and developer of the source code offered for the CAMA software system.

## Reference List

In order to meet the long-term requirements of Presidio County Tax Office the prospective vendors must demonstrate their experience in Texas Appraisal Districts & County Tax Offices. The vendors should include a list of all Texas Appraisal Districts & County Tax Offices currently running the proposed application software in Texas. If Vendor has no customers in Texas, Vendor should state that fact and provide a list of all out-of-state customers using Vendor's system similar to that which is being proposed.

1. Vendor must provide a list of references from a minimum of three (3) clients. Each reference solicited must be a paying customer external to the Vendor's organization. The Vendor must have supported and maintained the referenced systems. The Vendor must have been the original developer of the referenced systems. For listed references, include company/organization name and address of installation, description of software installed (including number of servers, installation date, etc.) and the name and telephone number of the contact person.
2. Vendor must provide names, addresses and contacts for any client vs. Vendor and/or Manufacturer litigation for the past three (3) years (including any current litigation).

### Registration of Vendor

Any corporation conducting business with Presidio County Tax Office shall be on file with the Secretary of State, State of Texas, as being incorporated under the Texas Business Corporation Act, or, if a foreign corporation, have procured a certificate of authorization for the right to transact business within the State. If Vendor is a limited partnership, it shall have on file with the Secretary of State, its certificate for the formation of a limited partnership as required by the Texas Uniform Limited Partnership Act, Article 6132a, V.A.C.S. Vendors shall provide their certificate of registration number on the proposal sheet.

### Submission of Proposals

Vendors desiring to submit proposals in response to the request must comply with all mandatory submission requirements set out in this document. Failure to comply with any section will subject the proposal to immediate rejection. However, any mandatory submissions are not the sole requirements. All conditions and requirements throughout this request are considered binding.

### Multiple Proposals

A Vendor may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements. However, additional proposals may be abbreviated in form, using the same format, but providing only that information that differs in any way from that contained in the initial proposal. Each proposal must be separately bound, and contracts separately identified.

### Authorization to Bid

An individual who is authorized to act on behalf of the Vendor must sign all proposals, attachments to proposals and/or documents submitted with this proposal.

### Submission of Vendor Contracts

A proposal must include contract forms that the Vendor intends to use during contract negotiation. However, in making a contract award, Presidio County Tax Office shall not be bound by any conditions as necessary. Presidio County Tax Office may, however, reject any proposals where contractual terms are deemed unreasonable.

## Vendor Inquiries

Any inquiries from Vendors concerning this proposal shall be submitted in writing to:

Presidio County Auditor

P.O. BOX 423

Marfa, TX 79843

Or [countyauditor@co.presidio.tx.us](mailto:countyauditor@co.presidio.tx.us)

**EVALUATION CRITERIA:** The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria:

Criteria	Description	Maximum Score
Functional & Technical	Technical This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the proposer's products, the County will consider the business benefits and the business process improvements as a result of implementing the proposer's products.	35 Points
Approach	This criterion considers the proposer's understanding of the scope of work and the quality and clarity of the proposer's written methodology and description of the proposed approach to accomplish the work.	20 Points

Experience	This criterion considers (1) the proposer's past performance on any County contracts, (2) the results of reference checks, and (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response.	20 Points
Cost	This criterion considers the price of the services solicited by this RFP; Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	25 Points

#### BEST AND FINAL OFFER:

A Best-and-Final-Offer (BAFO) process may be initiated if it is determined to be in the best interest of the County. Such process may be initiated following the identification of Short List vendors or at any other evaluation process step.

#### COUNTY COMMISSIONERS AWARD:

After the completion of contract negotiations, the vendor recommendation will be issued on PRESIDIO COUNTY Commissioners Court agenda for approval by the Commissioners Court. Successful proposers awarded by the Court are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the County sign the contract.

#### Proposal Cost Errors

Vendors are expected to thoroughly examine all proposed specifications and all instructions. Preparation of cost extensions shall be at the Vendor's risk. In the event of a vendor error in any cost extension, the Vendor's unit price will prevail.

#### Product Information

Complete product information and descriptive literature shall be submitted with the proposal. Information submitted shall be sufficiently detailed or substantiate that offered products meet or exceed the specifications. Vendor is hereby put on notice that all information submitted according to this requirement would be incorporated by reference in the contract document arising out of Vendor's response and may subject to express contract warranties.

#### Benchmark Criteria

Qualified Vendors may be asked to demonstrate their products to Presidio County Tax Office Vendors selected for product demonstrations must demonstrate that their product meets their response to the proposal. Failure to demonstrate that the product meets specifications will cause rejection of Vendor's proposal.

## Installation, Integration and Testing

Vendors shall provide an installation, implementation and testing schedule for hardware, application software, database conversion and training with the proposal. All hardware purchased shall be installed within sixty days of contract award unless other to be specified by Presidio County.

Vendor's installation, implementation and testing plan shall describe the integration and testing of hardware, software and databases of the proposed system. All application software and operating system software shall be installed sixty days after contract award unless other specified by Presidio County. After completion of testing, training on application software will begin as defined in the Vendor proposed installation plan.

## Proposal Evaluation

Presidio County will evaluate all proposals. Proposals that do not meet mandatory requirements shall be rejected. Proposals meeting the mandatory requirements shall be further evaluated on overall costs and ability to meet the long-term needs of Presidio County Tax Office. The term "overall costs," as used in this paragraph, shall be interpreted to include -- but not be limited to -- the cost of installment, conversion, training, product price, expansion capabilities of hardware, facility modifications required to house and operate the hardware and impact on staff.

## Rejection of Proposals

We reserve the right to reject any and all proposals received. We do not intend to pay for information solicited or contracted for prior to entering into a contract with the successful Vendor.

We reserve the right to waive minor deviations in proposals providing such action is in the best interest of Presidio County. Minor deviations are defined as those that have no adverse effect upon Presidio County Tax Office interest and would not affect the amount of the proposal by giving a Vendor an advantage or benefits not enjoyed by other Vendors.

We reserve the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the Presidio County Tax Office. If we receive no valid proposals, Presidio County reserves the right to negotiate the best terms and conditions at the best possible prices.

## Legal and Contractual Issues

Presidio County requires a contractual agreement that fairly represents the rights and obligations of all parties to the contract. The following questions and statements are intended to elicit several key contract issues. Therefore, all of the questions in this part must be answered completely for the Vendor's proposal to be considered by Presidio County. If a Vendor has included copies of proposed sample contracts, the Vendor must identify the page and section of the contract that is responsive to each of the following questions and statements.

## Terms of Payment

When will Vendor require the price for the system to be paid? Explain completely, including any payment schedules and alternatives.

Will the agreement include provisions imposing interest or finance charges on late payments by the user? If so, how will billing disputes be handled? Please explain.

**The price proposal** shall consist of the following:

The completed Cost Proposal Worksheet provided, and shall not be modified by the worksheets in any way.

- The proposer's standard travel and expense policy.
- Agreement with Payment and Retainage.
- The proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in the RFP.
- If a proposer does not agree with all items, a description should be provided of those items for which exception is taken.
- Cost Worksheet Instructions: Provide a cost response for each cost area, based upon the property tax software system module for a (NAME)-hosted application. The pricing should be based on the detailed functionality that the (NAME) requires. All additional costs should be captured in the respective areas.

Function and Technical Requirements	Property Tax Software System	Other (Website)	Total
<b>One – Time Costs</b>			
Software License Costs			
Software Customization Costs			
Interfaces/Integration Costs			
Data Conversion Costs			
Professional Service Costs (not including integration and interfaces)			
Training Costs			
Expenses (miscellaneous)			

<b>Total One-Time Costs</b>	Property Tax Software System	Other (Website)	Total
Recurring Maintenance Costs:			
Annual Maintenance			
Custom Modification Maintenance (if applicable)			
Five-Year Lump-Sum Maintenance Costs			
Additional Maintenance Fees			
<b>Total Recurring Maintenance Costs</b>			
<b>Additional Cost:</b>			
Hourly Rate for Professional Services			
Hourly Rate for Custom Programming			
Other Costs (if applicable, please specify the nature of these costs)			
Scanners			

## Delivery

The agreement shall include a binding delivery schedule consistent with the terms of this proposal request.

Specify the method of delivery and installation. Explain, indicating the party or parties responsible for performing and/or paying for each step involved.

Vendor must warrant that all equipment purchased under this proposal is free and clear of all liens.

## Acceptance

All items purchased under this proposed request will be accepted only when all terms and any contracts arising from the proposal are met and the system is fully operational and in use by Presidio County Tax Office. Specify, if any, the specific acceptance criteria the Vendor may have.

## Assignment, Use and Resale

Will the agreement or any related maintenance agreement include any restrictions on assignment of the agreement (I) by the user, and (II) by the Vendor? Explain.

Will the agreement or any related maintenance agreement include any restrictions on the unconditional use by the user of the software? Explain, including any applicable reference to restrictions, lease and resale.

## Termination

Under what circumstances, if any, can the user or Vendor terminate the agreement? Explain, including any penalties.

## Execution Authority and Legal Assistance

Specify by name and title the individual or individuals within the Vendor's organization that presently have legal corporate authority to execute the agreement and any related agreements (including any amendments) on behalf of the Vendor.

## Product Warranty

Complete product warranty information shall be submitted with the proposal. All manufacturers' warranties must be passed to Presidio County. Unless otherwise specified in the proposal, all equipment must be warranted as new and unused.

## TERMS AND CONDITIONS

### Contract Type

**Contract Approval:** This RFP does not, by itself, obligate the County to award a contract. The County's obligation will commence following the County Commissioners' approval of a contract. Upon written notice to the vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the County.

**Contract Dispute:** In the event of contract dispute, dispute proceedings will be held in the State of Texas. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action.



Payment and Retainage: The County understands that there will be potentially three (3) types of costs that are associated with procuring a new system: software licensing, implementation services, and annual maintenance costs. In the following sub-sections, each type of cost is defined and the County's expectations for payments and retainage associated with these costs are described.

#### 1. Software Licensing Cost:

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

Explain all factors that could affect licensing fees;

- Make clear what type of license is offered for each price (named user, concurrent users, installed copies, processor-based, etc.)
- Indicate which product versions, operating platform(s) are included for each

price; Indicate whether a product is for "server" or "client," as applicable; and,

Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

- To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The proposer will provide separate prices for each functional area/module in the proposed solution.
- The County expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.
- Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

#### 2. Implementation Services Costs

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the County will be charged for services as incurred.

Costs for the proposed solution should be submitted on the Cost Worksheet. It is important to note the following:

- The County will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is on-time, annual, or other.
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge."
- In the event the product or service is not being included in the proposal, the item should be noted as "No Bid."
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer's fixed price cost. The County will not make a separate payment for expenses. Per Force Majeure, the County shall not be liable for additional travel costs incurred due for any reason outside the County's control.

### 3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with the property tax software will be paid upon County acceptance of the system. The County will not pay maintenance fees until the County signoff has been provided to approve live operation for one year after go live. The County expects software maintenance costs will not increase in the first five years upon live operation. The County is interested in vendors submitting a cost option based on a lump-sum payment for five years of maintenance.

### Confidential Information

Any written, printed, graphic or electronic or magnetically recorded information furnished by the County for the proposer's use are the sole property of the County. This proprietary information includes, but is not limited to customer requirements, customer lists, marketing information and information concerning County employees, products, services, prices, operations, and security measures.

### Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

### Warranty A

Warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

### Insurance Requirements

The selected vendor agrees to provide and maintain the types and amount of insurance contained in the following table, for the term of the executed contract.

Type of Insurance	Minimum Amount of Insurance	Provisions
Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury	\$1,000,000 per occurrence, \$2,000,000 general aggregate  Or  \$2,000,000 Products/Completed Operations Aggregate	County to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage.  Coverage shall be provided by an insurer possessing A-VIII. A.M. Best Rating

e) Contractual Liability f) Product damage to County Property or others		
Business Auto Liability	\$500,000 for bodily injury and property damage each incident	County to be listed as additional insured.
Workers' Compensation & Employers' Liability	\$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury	County to be provided a Waiver of Subrogation

#### Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three (3) years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third- party partners in the proposal.

#### Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Texas and is licensed to conduct business in the State of Texas.
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP.
4. A condition that the proposal submitted was independently arrived at, without collusion and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

### Offer Held Firm

Proposals must remain open and valid for at least 120 days from the deadline specified for submission of proposals. In the event award is not made within 120 days, the County will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period.

### Amendment/Withdrawal of Proposals

Proposers may amend or withdrawal proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The County Auditor may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the County may retain the proposer's bid bond or other type of bid security, if one was required.

### Subcontractors

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the County's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP that the subcontractor is registered and if applicable, holds a valid State of Texas business license.
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the service required by the contract and
7. A copy of the prime-contractor/'sub-contractor contract verifying the prime- contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the County for all services contracted by the proposer under this RFP.

### Joint-Ventures

Joint-ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

### Right of Rejection

The County reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The County may reject any proposal that is not responsible to all of the material and substantial terms, conditions, and performance requirements of the RFP. The County reserves the right to reject any proposal determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

#### Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the County Auditor or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

#### Right to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure for proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the County is subject to making records available for disclosure.

#### Protests

Any interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with County policy.

#### Contract Negotiation

After final evaluation, the County may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the County may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held at the PRESIDIO COUNTY Auditor's office location at a date and time to be determined. If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

#### Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;

2. Fails to negotiate in good faith;

3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,

4. If the proposer and the County, after a good-faith effort, cannot come to terms; then The County may terminate negotiations with the proposer initially selected and

Commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the proposers. County may, at its sole discretion terminate negotiations with any or all

#### Hold Harmless

The Proposer shall hold and save the County and its officers, agents, servants/employees harmless from liability of any patented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the County.

CLIENT REFERENCE FORM

Please list at least Three (3) applicable references

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract \_\_\_\_\_ Scope of Work: \_\_\_\_\_

Period: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract \_\_\_\_\_ Scope of Work: \_\_\_\_\_

Period: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract \_\_\_\_\_ Scope of Work: \_\_\_\_\_

Period: \_\_\_\_\_

## General Provisions Presidio County, Texas

**These General Provisions are considered standard language for all Presidio County BIDS and Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.**

### BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line-item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners’ Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid/proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. **Bid/Proposal must be in Auditors Office BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will**



**not be considered under any circumstances.**

- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/proposal may be cause for disqualification.

### **COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this bid/proposal to the Presidio County Auditor, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Bid/Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

### **BIDDERS'S/PROPOSER'S RESPONSIBILITY**

The Bidder/Proposer must affirmatively demonstrate its responsibility. The Bidder/Proposer must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of one (1) years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid/Proposal;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

### **REJECTION OF BIDS/PROPOSALS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

### **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to bid/proposal packet and to notify the County Auditor if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid/proposal procedures must be received in the Auditor's Office no less than seventy-two hours prior to the time set for bid/proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive but is intended to describe the general features and requirements (or equivalent) that Presidio County is seeking.

## SUBSTITUTES

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

## EXCEPTIONS TO BID/PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the bid/proposal. This sheet will be labeled "Exceptions to Bid/Proposal Conditions" and will be attached to the bid/proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder/Proposer must specify in its bid/proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid/proposal and should indicate its possible or actual advantage to the program being offered.

the County reserves the right to offer these alternatives to other proposers.

## PRICING

BID/RFP subject to unlimited price increases will not be accepted.

The County is tax exempt and no taxes should be included in your bid/proposal.

If the bidder's price is to be adjusted during the period covered by this contract, the terms and conditions of such price adjustments must be clearly stated in the bid. If price adjustment conditions are not clearly stated, the price as quoted will be guaranteed by the bidder not to increase for the duration of the contract.

Unless prices and all information requested are complete, bid/proposal may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price

named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of County Auditor and the Commissioners' Court.

## TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Presidio County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

## MODIFICATION OF BIDS/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission

deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity.

Bids/Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

#### **SIGNATURE OF BIDS/PROPOSALS**

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN).

Failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

#### **AWARD OF BID/PROPOSALS-EVALUATION CRITERIA AND FACTORS**

Pursuant to the Texas Local Government Code Bids shall be awarded to the responsible bidder that submits the lowest and best bid. Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline. The County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this

BID/RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized. A Bidder/Proposer whose bid/proposal does not meet the mandatory requirements set forth in this BID/RFP will be considered noncompliant. Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/RFP and contract. Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Bids/Proposals.

Lowest and best bid will be presented to the Presidio County Commissioners Court for approval. In determining a responsive and responsible vendor, in addition to price, the Presidio County Auditor, Department Head, and/or the County Administrator or designee shall consider

1. Whether the vendor can provide the material promptly, or within the time specified, without delay or interference;
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
3. The quality of performance of previous contracts or materials provided by the vendor;
4. The previous and existing compliance by the vendor with laws and ordinances relating to the contract;
5. The sufficiency of the financial resources and ability of the vendor to provide the materials specified
6. Whether the vendor has met the criteria of the bid/proposal requirements, terms and conditions

#### **PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder/Proposer agrees that it has marked any information that

it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

#### **RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid/proposal package, any addenda issued, and any change orders issued during the work. The criteria utilized for determining responsibility of bidder/proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder/proposer is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

#### **ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Bids/Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

#### **CONTRACTOR INVESTIGATION**

Before submitting a bid/proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid/proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of

ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

#### NO COMMITMENT BY COUNTY

incurred in the preparation of a bid/proposal to this request, or to procure or contract for services or supplies.

#### BEST AND FINAL OFFERS

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

#### SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

#### REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

Presidio County reserves the right to reject any or all bids/proposals in whole or in part received by reason of this bid/proposal package and may discontinue its efforts for any reason under this bid/proposal package at any time prior to actual execution of the Contract by the County.

Bidders/Proposers may be disqualified and rejection of bid/proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid/proposal form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

#### CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/proposal, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be

#### BID/PROPOSAL IDEAS AND CONCEPTS

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid/proposal.

## BID/PROPOSAL DISCLOSURES

Results of bids/proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the bid/proposal opening. All information contained in the bid/proposal response is available for public review. The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

## WITHDRAWAL OF BID/PROPOSAL

Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

Bidders/Proposers may request withdrawal of a sealed bid/proposal prior to the scheduled bid/proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids/proposals may be withdrawn for a period of sixty (60) calendar days after opening of the bids/proposals.

## INDEMNIFICATION

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Presidio County resulting from contractor's operations under this contract. Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.
- B. Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.
- C. Other appropriate reason as determined by Presidio County.



## WORKERS COMPENSATION

Successful bidder shall carry in full force Workers' Compensation Insurance Policy (ies), If there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder.

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

The TWCC has stated that it is aware that statutory requirements for workers' compensation insurance coverage is not being met, Rule 10.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This also affects your subcontractors.

Therefore, the attached pages are provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid 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, the County should not experience any increase in cost because of the need to comply with the Texas Workers Compensation laws.

## BOYCOTT OF ISRAEL HOUSE BILL 89

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required.

To certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

## BUSINESS WITH FOREIGN TERRORISTS SENATE BILL 252

The 85<sup>th</sup> Texas Legislature (2017) approved Senate Bill 252, that Forbids a state agency and a political subdivision (which includes a County) in any Contracts and Investments with Companies doing business with the Sudanese and Iranian governments or any foreign terrorist organization. This bill became effective September 1, 2017. This is for any goods or services during the term of the contract.

- The law requires the Comptroller's office to publish and maintain lists of these entities to assist and guide the County in any of our investment and/or contracting activities.
- The County will verify and complete this information with our internal form.

## MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

## **Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict-of-Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with Presidio County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form

## **Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)**

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. Compliance with this new requirement requires logging into the Texas Ethics Commission website

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) Several instructional videos are available there.

## **NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited 25 another contractor to put in a false or sham bid/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid/proposal price of the contractor of any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, bid/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal. Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid/Proposal. No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or



indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

#### SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

#### MERGERS, ACQUISITIONS

The Bidder/Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid/proposal is submitted.

If subsequent to the award of any contract resulting from this BID/RFP the Bidder/Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's/Proposer's Federal Identification Number (FEIN); and
3. New Bidder's/Proposer's proposed operating plans.

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new

Bidder's/Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

#### DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder/Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

#### ACCURACY OF DATA

The information and data provided through this BID/RFP are believed to be reasonably accurate.

#### SUBCONTRACTING/ASSIGNMENT

Bidder/Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder/Proposer of any of its responsibilities under this contract.

#### INDEPENDENT CONTRACTOR

Bidder/Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing

County to exercise control or direction over the manner or method by which Bidder/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

#### MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Vendor's work in every respect. In this regard, the Vendor shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Vendor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's/Proposer's work and performance under this contract. In the event any such material is not held by the vendor in its original form, a true copy shall be provided.

Presidio County is an equal opportunity employer.

#### COUNTY RESERVES THE RIGHT TO

- A. terminate the submittal process at any time;
- B. change the schedule and dates for responses, interviews and other dates; and
- C. waive formalities and minor irregularities in the submittals received.
- D. The County further reserves the right to cancel or amend this request for proposal at any time and will attempt to notify recipients accordingly.
- E. Request an oral interview with, and additional information from, companies prior to final selection of a provider. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses.
- F. Reject the bid of any bidder who has previously failed to perform or to complete on-time; contracts of a similar nature.

## **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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3. ☐

**No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

---

**Business Name**

---

**Date**

---

**Name of Authorized Representative**

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**Signature of Authorized Representative**

## AFFIDAVIT

STATE OF TEXAS                    (

COUNTY OF PRESIDIO            (

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ known to me to be the  
person whose name is subscribed to the following, who upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the firm in the matter of the invitation to bid to which this affidavit is attached, and I have full knowledge of the relations of the firm with the other firms in this same line of business, and the firm is not a member of any trust, pool or combination to control the price of services on the invitation to bid, or to influence any person to the invitation to bid or not to the invitation to bid thereon.

I further affirm that the firm has not given, offered to give, nor intends 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 the submitted invitation to bid.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

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

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

(Sign Name in Writing)

(Title)

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

(Zip Code) Telephone

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

NOTE: ITBs NOT ACCOMPANIED BY THIS AFFIDAVIT MAY NOT BE CONSIDERED.

The County of Presidio does not discriminate on the basis of race, color, national origin, sex, religion, age, organizational affiliations, and disability in employment or the provision of services.

## **BIDDER RESIDENCY CERTIFICATION**

I hereby certify the following information to be true and correct:

I certify the following: (Check applicable statement/s)

☐ Proposal is from a State of Texas resident bidder.

☐ Proposal is from a non-resident bidder.

The following is further certified by non-resident bidder:

☐ Copy of non-resident current state statute is attached which specifies  
the amount that a Texas resident bidder would be required to under bid a  
non-resident bidder to obtain a comparable award in the  
non-resident state in which principal place of business is located.

☐ No such statute exists in non-resident state.

---

Signature

---

Name and Title

---

Company

## House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned

Representative of (company or business) \_\_\_\_\_

\_\_\_\_\_  
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

## Senate Bill 252 Verification

I, \_\_\_\_\_(Person's name), the undersigned  
Representative of (Company or Business name) \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Government Code Chapter 2252:

3. Is not engaged in business by Contracts or Investments with Iran, Sudan, or Foreign Terrorist Organizations; and
4. Will not engage to do business by Contracts or Investments with Iran, Sudan, or Foreign Terrorist Organizations during the term of the contract.

*Pursuant to Section 2252.151, Texas Government Code:*

3. *“Foreign Terrorist Organization” means an organization designed as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.*

*S. C. Section 1189.*

4. *“Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.*

DATE \_\_\_\_\_

SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me  
being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE \_\_\_\_\_

## NON-RESPONSE NOTIFICATION

Vendor: \_\_\_\_\_ Agent: \_\_\_\_\_

Address: \_\_\_\_\_ ITB Number: \_\_\_\_\_

Description: \_\_\_\_\_

Presidio County is interested in receiving competitive responses on all items proposed. We also desire to keep your company as a vendor for these services. Therefore, it is important for us to determine why you are not proposing on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not respond to this ITB for the following reasons

**(PLEASE CHECK ONE OF THE LISTED REASONS)**

- \_\_\_\_\_ Do not provide the requested services.
- \_\_\_\_\_ Services requested are too small or too large to be provided by my company.  
\_\_\_\_\_ (Please circle one of the underlined)
- \_\_\_\_\_ Specifications are “too tight” or written around a particular service(s). (Please elaborate on this item) \_\_\_\_\_
- \_\_\_\_\_ Cannot propose against manufacturer or jobber on this item. (Please circle one of the underlined)
- \_\_\_\_\_ Time frame for proposing was too short for my organization.
- \_\_\_\_\_ Not awarded a contract by Presidio County when you felt you were best responder
- \_\_\_\_\_ Other... \_\_\_\_\_  
\_\_\_\_\_

Please indicate your choice for remaining on Presidio County’s vendor list.

☐ I wish to remain on vendor list. \_\_\_\_\_ I do not wish to remain on the vendor list.

\_\_\_\_\_  
Vendor’s Signature



**PRESIDIO COUNTY, TEXAS**  
**AUDITOR'S OFFICE**

300 N. HIGHLAND, P.O. BOX 423, MARFA TEXAS 79843

432-729-1990

countyauditor@co.presidio.tx.us

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**RE: Bid 25-02, Cloud Hosted Property Tax Collection Software**

Software Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filling out the Questionnaire, the following are the County Officers that will award the bid and the employees, which will make a recommendation to the Commissioner's Court:

County Officers:	County Judge, Jose Portillo Jr
	Commissioner, David Beebe
	Commissioner, Deirdre Hisler
	Commissioner, Francisco Ortiz
	Commissioner, Margarito Hernandez

County Employees: TO BE DETERMINED DURING  
COMMISSIONERS COURT MEETING  
06/11/2025

## PURCHASING CODE OF ETHICS

### STATEMENT OF PURCHASING:

Public employment is a public trust. It is the policy of Presidio County to promote and balance the objective of protecting government integrity and the objective to facilitate the recruitment and retention of personnel needed by Presidio County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to County procurement by responsible contractors. In addition, public employees should conduct themselves in such a manner that fosters public confidence in the Presidio County procurement department. To achieve the purpose of the policy, it is essential that those doing business with Presidio County also observe the ethical standards prescribed here.

### GENERAL ETHICS STANDARDS

1. It shall be a breach of ethics to attempt to realize personal gain through public employment with Presidio County by any conduct inconsistent with the proper discharge of the employee's duties.
2. It shall be a breach of ethics to attempt to influence any public employee of Presidio County to breach the standards of ethical conduct set forth in this code.
3. It shall be a breach of ethics for any employee of Presidio County to participate directly or indirectly in a procurement when the employee knows that:
  - The employee or any member of the employee's immediate family has financial interest pertaining to the procurement;
  - A business or organization in which the employee or any member of the employee's immediate family, has financial interest pertaining to the procurement; or
  - Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
4. **Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Presidio County or to solicit, demand, accept or disagree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, and preparation of any part of a program requirement or purchase request. Influencing the content of any others in an advisory capacity in any

proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal pending before this government, shall also constitute a breach of ethics.

5. Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Presidio County, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

7. It shall be a breach of ethics for any employee or former employee of Presidio County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p>_____ Signature of vendor doing business with the governmental entity</p> <p>_____ Date</p>	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY