

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Facilities Management Office
"Computerized Maintenance Management Software System"
Bid No. 2010-027-03-03-SMA

OVERVIEW:

Hidalgo County seeks bids for an intelligent, user-friendly computerized maintenance management software system, to include work order intake, assignment and labor tracking; preventive maintenance (including inspections and scheduling); asset and inventory control; projects management; and a robust and customizable reporting mechanism.

The following are detailed specifications for basic requirements of the software system for each of the categories listed above but are not limited to, the following:

GENERAL REQUIREMENTS

- System is easy to navigate
- Support the import and export of data in multiple formats (Access, Word, Excel)
- Filter for work order batch processing
- Provide reporting with user-specific terminology
- Provide automatic alerts for critical tasks
- Provide customizable reports
- Provide option of form view or datasheet view for forms
- Provide context-sensitive help
- Sort and filter by any field on data entry forms (excluding comment and note fields)
- Provide individual requester information for work request submissions
- Track all costs against a budget, by account, maintenance category, or by shop

WORK ORDERS

- Allow comments to be entered on closed work orders
- Allow submission of work requests directly to system using browser via Internet/intranet/extranet, with user-defined required fields
- Allow submission of work requests directly to system using minimal client via network
- Allow work orders to be closed/issued/printed in batch mode
- Allow work orders to be reopened
- Assign and track all work order charges/costs by asset, contract labor, multiple accounts, multiple maintenance categories, shop or staff labor
- Assign multiple miscellaneous costs to a single work order
- Assign multiple parts and materials to a single work order
- Assign multiple staff to a single work order
- Assign multiple tools
- Assign priority to work orders
- Allow user-defined maintenance priorities
- Assign user-defined accounts to work orders
- Assign user-defined failure codes to work orders
- Assign user-defined work order types
- Assign work orders to areas (locations), equipment, or projects
- Attach multiple files to work orders including Word documents, Excel spreadsheets, bitmaps, CAD drawing files, video clips, sound files, and Visio files
- Automatically calculate and update actual costs and estimated costs by work order
- Automatically indicate if equipment to be worked on is under warranty
- Compare estimated time with actual time and produce variance report for completed work orders
- Create and print billing notice/invoice based on charges entered on work order for labor, parts, and miscellaneous costs
- Enter and track customer survey responses
- Enter estimated number of hours to perform the work

- Indicate if work order requires Lockout/Tagout procedures to be followed
- Limit assignment of parts and materials to those associated with asset upon which work is being performed
- Limit labor assignments to staff or contractors associated with property or facility where work is to be done
- Limit labor assignments to staff or contractors with current required training or certification
- Look up and assign assets to work orders by requester name
- Maintain log of all work order status changes
- Memorize and recall frequently used work orders
- Optionally include comments from assets (areas and equipment) on work order
- Print barcodes on work order and assign parts and materials to work order using barcode reader
- Send work orders by email or fax
- Support automatic alerts for remote work requests
- Support work order services
- Track lost time for multiple staff labor

FACILITIES MANAGEMENT

- Identify and record all County-owned facilities, including all major equipment and assets contained within
- Ability to track work orders and preventive maintenance by facility

PREVENTIVE MAINTENANCE

- Assign multiple assets (areas and equipment) to a single Preventive Maintenance task
- Assign multiple miscellaneous costs
- Assign multiple parts and materials
- Assign multiple staff and contractors
- Assign multiple tools
- Assign PM tasks to shop
- Assign priority
- Attach multiple files to PM tasks including Word documents, Excel spreadsheets, bitmaps, CAD drawing files, video clips, sound files, and Visio files
- Automatically calculate estimated time for PM task from assigned procedures or activities
- Automatically track and update average time and cost for completing task
- Build PM tasks from list of standard procedures or activities
- Indicate if PM task requires Lockout/Tagout procedures to be followed and automatically update work orders created from task
- Memorize and recall frequently used PM tasks
- Restrict individual PM task scheduling to specific date range during year
- Review and adjust PM task schedule before generating PM work orders
- Schedule PM tasks by date (frequency selections must include every n days/weeks/months/years, specific days of the week, and since date last done)
- Schedule PM tasks by mileage/meter
- Support task masking or shadowing
- Support automatic alerts for task scheduling

ASSET & INVENTORY CONTROL

- Maintain database on parts and inventory
- Track and assign parts & inventory used on work orders and preventive maintenance
- Alert when necessary to order inventory

INSPECTIONS

- Create corrective work orders from failed inspection points
- Create user-defined inspection work orders
- Support multiple, customizable inspection formats for printing
- Track failed inspection points for which corrective work orders have not yet been created
- Track pass/fail percentage for individual inspection points

SCHEDULING

- Allow rescheduling of work orders and PM tasks (Allow 'drag and drop' rescheduling of work orders and PM tasks)
- Display total estimated time required to complete work orders, by day
- Drill down to view work orders from within schedule
- Filter schedule by asset, shop/craft/trade, or by staff labor
- Provide graphical schedule that displays all work orders and PM tasks (Highlight days where scheduled work time is greater than available staff time)
- Provide visual scheduling for daily work orders and labor hour totals (Provide graphical schedule that displays all work orders and PM tasks)

IMPLEMENTATION, SUPPORT AND TRAINING

- On-site training and implementation, including assisting Hidalgo County in the transition from manual process to automated system
- Customize software system to meet the County's specific needs, including setting up specific categories for facilities, work orders, assets, inventory, etc., as well as identifying workflow processes for scheduling tasks and assignments
- Perpetual annual support
- A description of the frequency of software updates should also be included in the software maintenance agreement. A DRAFT AGREEMENT shall be provided by company/vendor with this bid for review by Hidalgo County's legal counsel.
- The software maintenance agreement should include **both on-site and remote assistance** for troubleshooting of the software.
- A detailed description of what the bidder is responsible for and what the Hidalgo County Facilities Management Office is responsible for in regards to the maintenance of the software.
- The system should provide reliable, high quality service and meet the requirements set forth in this Section. It is the responsibility of the vendor to verify the completeness of the materials and requirements presented in this document and establish the suitability of the proposed System to meet the intent of the specifications defined within this RFB. Exceptions to any part of the requirements stated in this request must be clearly identified and explained as such. Any alternative solutions should be clearly stated as such in the response document.
- The Contractor must provide telephone technical support to HIDALGO COUNTY license users during HIDALGO COUNTY business hours (7:30am to 5pm Central Time). Technical support will only be for designated personnel.

BID PRICE:

All fees/prices for items shall take into consideration shipping and handling costs, and any other items mentioned in this RFB as part of the fixed item price.

Fees must include but not limited to:

- a. Maintenance Software System
- b. Training & Implementation
- c. Perpetual Annual Support & Maintenance.

TERMS & CONDITIONS:

1. Any bid awarded to a successful bidder will be in effect until;
 - a) Delivery acceptance of products and/or performance of services ordered, or
 - b) Terminated by County with thirty (30) days written notice prior to be cancellation.
2. Vendor must have been in business for at least two years.
3. Insurance requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
5. After bid is awarded and low bidder(s) defaults in meeting the general instructions to bidders and/or comply with Hidalgo County's Purchase Order terms and conditions. Hidalgo County reserves the right to seek services from the next low bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.
6. All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
7. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
8. Hidalgo County requires that all travel related expenses would be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees and will pay no more than what Commissioner's Court permits. **(PLEASE REFER TO EXHIBIT-" E"-Hidalgo County Accounting Procedures Manual)**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, ATTN: Sandra Montalvo,, 2812 South Business Highway 281, Edinburg Texas 78539. **TELEPHONE CALLS WILL NOT BE ACCEPTED!**

All written inquiries will be accepted via facsimile or via email to: sandra.montalvo@co.hidalgo.tx.us by no later than **5:00 PM** on, **February 24, 2010**. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than **5:00 PM, Friday, February 26, 2010**.

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT OFFICE “Computerized Maintenance Management Software System”

BID OPENING DATE: March 03, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for “HIDALGO COUNTY FACILITIES MANAGEMENT-“COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE SYSTEM” in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: "BID-2010-027-03-03-SMA- HIDALGO COUNTY FACILITIES MANAGEMENT-“COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE SYSTEM” and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 03, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-027-03-03-SMA HIDALGO COUNTY FACILITIES MANAGEMENT-“COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE SYSTEM."

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY FACILITIES MANAGEMENT-
"COMPUTERIZED MAINTENANCE MANAGEMENT
SOFTWARE SYSTEM"**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

Hidalgo County Facilities Management Office
P.O. Box 1356
Edinburg, Tx 78539
Attn: Alma Ybarra
(956)287-7850

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>MARCH 03</u> , 2010
Award of Contract	_____ , 2010
Commence Work or Deliver Products	_____ , 2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION;
PAYMENT UNDER CONTRACT: (IF APPLICABLE)**

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other 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 therefore pending before any department or agency of the County.

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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY FACILITIES MANAGEMENT-
“COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE SYSTEM”
BID NO.: 2010-027-03-03-SMA**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title: