



REQUEST FOR BID
Remote Automated Weather Stations

Remote Automated Weather Stations to Support Plume Modeling Capabilities
RFB No.: 17BCP01A

REQUEST FOR BID

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BIDS ARE DUE on or before 2:00 PM, June 02, 2017.

NOTE: Bids must be time stamped by the Bastrop County Purchasing Office on or before the hour and date specified for receipt of Bids. Bids received after the date and time specified are subject to rejection.

Bids can be mailed to:

Leon Scaife
Bastrop County Purchasing Department
804 Pecan Street
Bastrop, Texas 78602

Bids can be hand delivered to:

Leon Scaife
Bastrop County Purchasing Department
803 Pine Street, Floor 1
Bastrop, TX 78602

Bids must be clearly marked on the exterior with the following:

RFB No.: 17BCP01A –Remote Automated Weather Stations, the name and return address of the responding vendor.

Bid opening will be at 2:00pm on June 02, 2017 at the Bastrop County Purchasing Department at 803 Pine Street, Floor 1, Bastrop TX 78602.

BASTROP COUNTY, TEXAS

Request for Bid (“RFB”)

Remote Automated Weather Stations to Support Plume Modeling Capabilities RFB No.: 17BCP01A

I. Standard Terms and Conditions

1. Application

These standard terms and conditions shall apply to all County of Bastrop (hereafter “County”) solicitations and procurements, unless specifically accepted in the solicitation specifications.

2. Requirements

By submitting a bid, the respondent agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

3. Legal Compliance

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Right to Refuse Bid

The County reserves the right to refuse any and/or all parts of any and or/all bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

5. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County’s best estimate, based on past history and anticipated purchases.

6. Modifications and Addendums

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

7. Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

8. Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

9. Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

10. Responsiveness of Bids

The County wants to receive competitive bids, but will declare “non-responsive” bids that fail to meet significant requirements outlined in the solicitation documents.

11. Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

12. Identical Bids

In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

13. Alterations of Bids

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner’s Court.

14. Withdrawal of Bids

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

15. Disqualification of Bidder

The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

16. Cost of Bid

The cost of submitting bids shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

17. Inclusive Pricing

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The County will not pay any additional charges other than the bid price unless requested by the County on the bid response sheet.

18. Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the County may mutually agree to extend the firm price period.

19. Taxpayer Identification

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

20. Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

21. Payment

Payment will be made after receipt of all invoiced services. Bidder will be paid within thirty days of date invoice is received.

22. Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

23. Offset

The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

24. Independent Contractors

It is expressly agreed and understood by both parties that the County is contracting with the successful bidder as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.

25. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.

26. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

27. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

28. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of

default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

29. Indemnification

Bidder shall defend, indemnify, and hold harmless the County of Bastrop, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or Subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

30. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Bastrop County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bastrop County, Texas.

31. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

32. Solicitation Results

The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

33. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be

clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the County will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the County will respond accordingly.

34. **Affirmative Action/EOE**

Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.

See Attached Bastrop County Section 3 Resolution

II. General Information & Requirements.

1. Request for Bid

Bastrop County is seeking to purchase multiple Remote Automated Weather Stations to help support Plume Modeling Capabilities within Bastrop County. Bastrop County is in need of three (3) permanent RAWS and one (1) portable RAWS. Bastrop County is requesting bids from vendors that can supply Remote Automated Weather Stations (RAWS) that are compatible and can communicate with the Remote Automated Weather Stations (RAWS) in the general area that belongs to other governmental agencies, such as the National Weather Service, Texas Forest Service and US Fish and Wildlife Service. These purchases are a direct result of a 100% federally funded grant awarded to Bastrop County for "Bastrop County fixed Site Sensors to Support Plume Modeling Capabilities" through the Governor's Office. The specific requirements for these Remote Automated Weather Stations (RAWS) are as follows:

- All equipment must meet and/or exceed the Interagency Wildland Fire Weather Station Standards & Guidelines (PMS426-3) published by the National Wildfire Coordination Group (NWCG).
- All equipment must be fully supported by the National Interagency Fire Center.
- All units must possess a GOES (Geostationary Operational Environmental Satellite) Omni-directional antenna, which will allow the units to be deployed without antenna alignment anywhere in North America. The GOES (Geostationary Operational Environmental Satellite) must have monitoring capabilities that will alert the end user to any system failures.
- All units must automatically acquire GPS timing and location information.
- Data Loggers must have microprocessor controlled power management built into the Data Collection Platforms.
- Data Loggers must have dedicated ports and connectors for:

- Temperature and Humidity (Thermistor)
 - Fuel Stick (Thermistor)
 - Rain (Counter)
 - Wind Speed (Frequency Input)
 - Wind Direction (Potentiometer Input)
 - Two (2) Serial Data Interface at 1200 baud (SDI-12) with independent 12V supply lines.
- Data Logger should average 7.5mA of current while collecting standard National Fire Danger Rating System (NFDRS) data.
 - Units need a memory capacity of approximately 20 years based on criteria from National Fire Danger Rating System (NFDRS) logging. All data must be available for viewing on a touchscreen.
 - All Data Collection Platforms must encompass a touch screen that allows all programming features to be accomplished using the touch screen rather than a laptop.
 - All units must have a Bluetooth wireless connection to collect data.
 - All electronic components must have their own waterproof enclosures which meets and/or exceeds IP67 standards.
 - Remote Automated Weather Stations (RAWS) must be a standalone product which utilizes a touch screen interface, which eliminates the need for a laptop connection.
 - All subcomponents of the units must be inspected and tested to verify that they meet all specifications and then all subcomponents must be assembled as a whole to be tested for functionality before Bastrop County will take delivery.
 - All equipment must have proven performance reliability in temperatures from -40°F to 140°F.
 - All equipment must have proven performance reliability in 0-100% relative humidity.
 - The unit's enclosures should be free of plastic components due to UV exposure.
 - Units should be supplied with a minimum of three (3) 8Amp hour batteries.
 - Units should have a minimum of two (2) USB hosts conforming to USB 2.0 which supports interfacing devices, PC connections and mass storage devices.
 - Units must have a time keeping accuracy of +/-100 microseconds with +/- 10ms drift per day.
 - Equipment purchase must also include free technical support.
 - Because of the end use for these Remote Automated Weather Stations (RAWS), the vendor should offer National Fire Danger Rating System (NFDRS) maintenance courses and courses targeted at the setup, tear down and maintenance of FIRE RAWS.

2. **Project**

Bastrop County will permanently mount three (3) Remote Automated Weather Stations (RAWS) on three (3) Bastrop County owned communication towers. They are located in Bastrop, Elgin and Rosanky. Bastrop County will also have one (1) portable Remote Automated Weather Stations (RAWS) that will be deployed to a specific location in a time of need, stemming from a wildfire, hazardous spill or any other man made or natural disaster. These devices will allow Bastrop County and other agencies within the Central Texas area to monitor and predict the path of any sever weather or any adverse air particulates from wildfires or hazardous spills that may affect the general population in its path.

3. Selection Process

Bastrop County will score all eligible respondents based on their proposed unit price as well as their ability to meet all specified requirements. The contract will be given to the BEST VALUE bidder. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any or all Responses.

4. Evaluation Criteria

All bids will be evaluated by the quotes submitted to Bastrop County. There is no bid sheet for this RFB. Please be detailed in your submission of unit and price.

5. Contact Person for Inquiries

Questions regarding this RFB should be directed to the County's Purchasing Agent identified below BY EMAIL. If the County believes that a response is required, the County will provide a response by addendum which will be posted to the County's website. The final date for questions and inquiries is May 31, 2017, at noon.

All questions should be addressed **BY EMAIL** to:

Leon Scaife, Purchasing Agent

purchasing@co.bastrop.tx.us

6. Waiver of Formalities

County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

7. No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFB shall be the sole responsibility of the Respondent.

8. **Public Information**

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFB is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information, at the Respondent's expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

i. **Submission of Bids**

- a. Interested and qualified contractors are invited to submit their proposed bids to:

Leon Scaife
Bastrop County Purchasing Department
804 Pecan Street
Bastrop, Texas 78602

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB.

END OF INSTRUCTIONS

