



**CORYELL COUNTY, TEXAS**

800 East Main Street, Gatesville, Texas 76528  
(254) 854-5911 Ext. 2221 / Fax: (254) 865-2040

County Judge John Firth

DATE: JANUARY 12, 2014

REQUEST FOR PROPOSAL: RFP No. 201501

SUBJECT: ECONOMIC DEVELOPMENT AND MARKETING PLAN

**PROPOSAL SUBMITTAL DUE DATE AND TIME**

PROPOSAL SUBMITTAL DUE DATE: NO LATER THAN FEBRUARY 13, 2015

PROPOSAL SUBMITTAL DUE TIME: NO LATER THAN 3:00 P.M. LOCAL TIME

SUBMIT TO: JUDGE JOHN FIRTH  
CORYELL COUNTY  
800 EAST MAIN STREET, SUITE A  
GATESVILLE, TEXAS 76528

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING RFP TO:

Judge John Firth

Phone: 254.865.5911 x2221

Email: county\_judge@coryellcounty.org

Copy To Email: burrowba@gmail.com

PROPOSALS RECEIVED IN THE COUNTY OFFICE AFTER THE DATE AND TIME  
PRESCRIBED SHALL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE  
RETURNED UNOPENED TO THE OFFEROR

**RFP SUBMISSION FORM**

Name of RFP: Economic Development and Marketing Plan  
RFP Number: RFP 201501

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company:	_____	Contact Person:	_____
Address:	_____	Title:	_____
	_____	Telephone No.:	_____
Remittance	_____	Fax No.:	_____
Address:	_____	Email:	_____

Indicate Which: Corporation [ ] Partnership [ ] Sole Prop. [ ]  
Minority Owned/Controlled Business: Yes [ ] No [ ]  
Small Business: Yes [ ] No [ ]

Organized under the laws of the State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_

Following are the names and address of all persons having an ownership interest of 5% or more in the Company: (Attach more sheets if necessary)

Name	Address
_____	_____
_____	_____

**SECTION II – CONFLICT OF INTERESTS**

This solicitation is subject to the provisions of the State of Texas and Local Government Code.

The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION III – COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION**

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# SECTION I

## INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Coryell County Purchasing Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Purchasing Department.

This Section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section II of this RFP while the County's process for selecting the best proposal and developing a contract are summarized in Section III. The requirements and process set forth therein shall be binding on all Offerors.

### 1.1 Purpose of the Request

The Coryell County Economic Development Board requests proposals from interested parties for Contractor services to assist the Board in conducting a comprehensive SWOT analysis of the County's competitive position, validating current industry targets and/or proposing new business and industry targets for the County, preparing a business case for each target, marketing recommendations, and an action plan.

### 1.2 Background Information

The Board provides comprehensive economic development services for the County including: existing business assistance, new company recruitment and entrepreneurial development. The Board is guided in these tasks by approval of the County Commissioners.

Information about Coryell County can be found on the internet but we offer the following for ready reference:

- Fort Hood's footprint in Coryell County is approximately 225 square miles in the southern and eastern part of the county.
- Coryell County's major roads include US 84 (east-west), SH 36 (southeast-northwest), FM 116 (southwest), and SH 281 (north-south).
- In the early 1980s, 88 percent of the land in Coryell County (exclusive of Fort Hood) was devoted to farms and ranches. About 20 percent of the farmland was under cultivation, with oats, wheat and sorghum accounting for 94 percent. Although ranching and agriculture continues to be an important part of the local economy, farm receipts are a small percentage of the county's total income.
- Professional and related services, manufacturing, wholesale and retail trade, criminal justice, and public administration employ a large percentage of the population.
- There are 6 incorporated cities in Coryell County and 6 unincorporated towns.

### 1.3 Scope of Work

The final product will include the following:

1.3.1 Conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis for Coryell County. The following documentation will be required:

- a. Explanation of methodology.
- b. Detailed empirical analysis and description of the national and international markets.
- c. Detailed empirical analysis of Coryell County.
- d. Detailed empirical analysis of the Metropolitan region.
- e. Interviews with key local stakeholders as identified by Board staff.
- f. Interviews with key stakeholders, major developers, and real estate brokers approved by the Board who live and work outside Coryell County. These individuals preferably managed projects in Coryell County and/or in the region. Among the information we seek are why projects choose the County or why the County is eliminated. This may also include questions about competitor economic development departments in the immediate region.
- g. Discussions with 4-6 site consultants on the perception of Coryell County.
- h. Review of current incentives offered and recommendations for contemporary and innovative county and municipal best-in-practice incentives and assistance at the local level.
- i. Items to be included as part of the analysis, but not limited to:
  - How is Coryell County growing?
  - What are the drivers of the local and regional economies?
  - How competitive is the Coryell County business climate?
  - What are the key differentials that Coryell County has to offer?
  - The perception of Coryell County in the marketplace and from the previously mentioned site consultants.
  - What is the perception and reality of available product for potential clients and projects?
  - What are the expectations versus the reality?

1.3.2 Validation of existing targets and/or recommendations for new targets. The following documentation will be required:

- a. Description of how targets are determined and/or validated.
- b. Identification of targets and new market opportunities.
- c. Discussion of targets and new market opportunities.
- d. Community peer analysis of likely locations for each target.
- e. Detailed description of each target's project drivers.
- f. Review of available product for each target.
- g. Which counties/regions does Coryell County actually compete with for projects?
- h. Comparison of the business case for each target as applied to specific competitors recommended by the Contractor and approved by the Board.

1.3.3 Discussion on Coryell County's niche or niches.

- a. Compared to counties in the immediate vicinity of Coryell County and not part of the metropolitan area.

- b. Compared to counties in the immediate vicinity of Coryell County.
- c. Compared to counties Coryell County actually competes with on projects.

1.3.4 Recommendations for measurements in implementing document.

1.3.5 Recommendations for action items to implement the plan.

1.3.6 **Optional Services:** This solicitation includes a contract renewal clause and task order provision to enable the County to request an update to the analysis and recommendation delivered as a result of this solicitation, if needed. This may include, but not limited to, analysis of new targets suggested by the Board and training scenarios to support implementation.

## 1.4 Solicitation and Project Schedule

Timeline for Economic Development and Marketing Plan:

Tasks	Target Date
Publish RFP	January 12, 2015
Questions Due	January 28, 2015
Publish Questions & Answers	February 4, 2015
Proposals Due/Selection Committee Review	February 13, 2015
Interview with Offerors	February 20, 2015
Contract Award	March 9, 2015
Project Completion	TBD

## 1.5 Task Request Procedures (Optional Services)

As County projects become known, the County shall provide a task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates.

The County may request a meeting with the Contractor to discuss the proposed scope of work. Based upon the request and any subsequent meetings/negotiations, the Contractor shall prepare a written task proposal within ten (10) calendar days from the County's task request.

The Contractor's task proposal should include, but not be limited to, the following:

1. The detailed scope of work, terms and conditions, other related special conditions, and management plan.
2. Key personnel assigned to the task.
3. The detailed cost of deliverables.
4. The estimated staffing by position title, estimated number of hours for each, billable rates of pay, and total estimated cost for the task. All expenses shall be included in the hourly rate and shall cover salary, benefits, profit, and all other expenses for overhead, insurance, equipment, etc.
5. Identify subcontractors required for the task. Provide detailed information as required in item 4.
6. Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as postage, copying charges, transportation, etc.
7. A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its

own cost and expense for those items that are generally available to the public and are also essential for completion of the task. Those items shall be furnished when available and in the form available.

8. Proposed dates of work commencement and completion.
9. Contractor shall sign and date task proposal.

The Contractor may propose additional subcontractors for disciplines not already identified in the contract. Such subcontractors shall require approval by the Board's Contract Administrator.

The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, work plan, and cost estimate.

No compensation shall be paid to the Contractor for the preparation and delivery of task proposals. The County reserves the right to request from the Contractor additional information as determined necessary prior to commencing with negotiations.

Within seven (7) calendar days from final negotiations, the Contractor shall prepare and delivery the best and final task proposal to the Board's Contract Administrator. The Contractor's final proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully-executed Task Request and Purchase Order.

Hidden conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

## **1.6 Period of Contract**

The term for this Contract shall be from date of execution through completion of deliverables. The County shall have the option to extend the Contract for two (2) additional one-year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the Contractor provides written acknowledgement of the extension.

## **1.7 RFP Questions**

Address questions concerning contractual matters of this RFP to:

Name: Judge John Firth  
Telephone: 254.865.5911 x2221  
Fax: 254.865.2040  
Email: county\_judge@coryellcounty.org  
Copy To Email: burrowba@gmail.com

Address questions concerning the technical requirements of this RFP to:

Name: Judge John Firth

Telephone: 254.865.5911 x2221  
Fax: 254.865.2040  
Email: county\_judge@coryellcounty.org  
Copy To Email: burrowba@gmail.com

Interested Offerors please submit questions in writing via email to both individuals named above no later than **January 28, 2015**. The County shall publish questions and answers at [www.coryellcounty.org/public-notices](http://www.coryellcounty.org/public-notices) no later than **February 4, 2015**.

### **1.8 Decision Not To Respond**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The County is very interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return a statement as to why you are unable or unwilling to respond.

### **1.9 Prices and Price Adjustment**

If the County exercises its option to renew the Contract upon the expiration of its term and should there be any price increase, such increase may be accepted but the increase should be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor.

### **1.10 Rider Clause**

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Coryell County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Coryell County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

### **1.11 Posting of Award**

Notice of Contract award(s) made as a result of this solicitation will be posted on the Coryell County web page at [www.coryellcounty.org/public-notices](http://www.coryellcounty.org/public-notices).

### **1.12 Copyright**

No vendor may copyright any work produced for Coryell County without the written consent of Coryell County.

### **1.13 Confidentiality of Communications**

All communications, both written and oral, between the Board and the Contractor shall be kept confidential and shall not be disclosed to a third party without the prior written consent of the Board. The Contractor shall not allow, or cause to be allowed, the disclosure of marketing plans, strategies, correspondence and documents created in the execution of the contract. The County may be required to disclose procurement information in accordance with the Freedom of Information Act.

## SECTION II

### PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for the County to consider the proposal complete.

#### II.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions" and each exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offeror also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for or have the right to cancellation of or relief from the Contract because of any misunderstanding or lack of information.

#### II.2 Due Date and Copies Returned

Responses are due no later than February 13, 2015, 3:00 P.M. local time. The County shall not accept proposals after that date and time.

All firms are to submit the required copies of their proposals in two separately bound parts as follows:

Copies	Part	Description
5	A	Technical Proposal
5	B	Cost Proposal

Proposals received in the County office after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

The two parts of the proposal, the required RFP submission Form (see following paragraphs), and the Insurance Affidavit (See Section III of this RFP) must be placed in a clearly labeled package marked as follows: "RFP No. 201501".

Deliver the sealed proposal to:

Judge John Firth  
Coryell County  
800 East Main Street, Suite A  
Gatesville, Texas 76528

#### II.3 RFP Submission Form

Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

#### **II.4 Conflict of Interests**

This solicitation is subject to the provisions of Chapter 171 and Chapter 176, as applicable, of the Texas Constitution Local Government Code regarding Conflict of Interests. No member of the Board, or any advisory or judicial body of Coryell County, or any other officer or employee of Coryell County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a Contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by either Chapter 171 or Chapter 176.

#### **II.5 Collusion**

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

#### **II.6 Ownership**

The County requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 5% or more in the firm(s) responding to this RFP.

#### **II.7 Confidentiality**

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law. Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time.

No responsibility shall be attached to purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

#### **II.8 Proposal Format Instructions**

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to the standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- Understanding the County's Requirements
- Approach and Work Plan
- Management Plan and Timetable
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Cost Proposal (bound separately)

These elements parallel the basis of the County's proposal evaluation criteria. The County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

1. Understanding the County's Requirements

This section should confirm the Offeror understands this RFP and the planned project. Include a statement of interest. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

2. Approach and Work Plan

This section should describe the recommended approach and work plan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those that are the responsibility of the County. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

The proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations that will be required from the County, anticipated problem areas, proposed solutions to the problem areas, etc.

Work plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the County plus the hours and resources required by the County's staff to assist. The Offeror should clearly specify who has primary responsibility for each work plan element; the Offeror or the County's staff.

3. Management Plan and Timetable

In this section, the Offeror must present a plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed work plan.

- Assign a timeline to each activity.
- Describe deliverables.

#### 4. Project Team Qualifications and Experience

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate a Project Manager.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement and the final approval of the County.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

#### 5. Firm Experience and Capabilities

The purpose of this section is to provide the County with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or government clients in general.. The Offeror should:

- Provide principals of the firm and full contact data.
- Summarize the organizational structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's local office experience with similar projects.
- Indicate whether or not the company has an organized practice addressing the requested scope of services who formally heads that practice, and where that person is located.
- Describe any local office(s) that will service Coryell County including size, services, area covered, and principal contact person.
- Describe experience with assisting local communities.
- Describe experience with assisting counties that are affiliated with a metro region of similar size or larger.
- Clearly demonstrate a working knowledge of the federal government and potential federal market.
- Demonstrate working knowledge of international markets.
- Demonstrate working knowledge of university alliances.
- Indicate if member of good standing with the Site Selector Guild – preferred.
- Describe experience siting projects nationally and internationally – preferred.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

The County reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation in the sole opinion of the County, the evidence of competency and financial stability is not satisfactory, the County reserves the right to reject the proposal.

## 6. References

This section of the Offeror's proposal should:

- List or describe representative clients currently served, both nationally and by the local office, focusing on clients similar in size and complexity to Coryell County.
- Provide the current name, address, and telephone number of at least three (3) specific references (preferably local government) the company has served either currently or in the past two years; preferably whose where one or more of the project team members provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

## 7. Cost Proposal (Bound Separately)

**The County's budget for completion of the Preliminary Phase, Phase One, and Phase Two combined is \$35,000.**

This element of the Offeror's proposal must be bound separately and should contain the total cost of the proposed services. Costs to perform the services are to be identified using the following format:

- Assign a proposed expenditure/budget to each activity.

The Offeror shall identify a payment schedule linked to deliverables. Payment will be made to the Contractor only as segments of the project are delivered and accepted by the County.

The Offeror should explain and provide details of any conditions that might increase or reduce the cost of the proposed services.

The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost,, should likewise be provided. Costs must include all items, such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost.

Best and final negotiated prices submitted shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

The County is exempt from the payment of any Federal excise tax and Texas sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the County.

## **II.9 Non-Discrimination Against Faith-Based Organizations**

The Coryell County Government does not discriminate against faith-based organizations in procuring supplies and services.

## **II.10 Immigration Reform and Control Act of 1986**

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of tis contract for default and agrees to include a similar provision in any subcontract.

## **SECTION III**

### **SELECTION OF CONTRACTOR**

This Section of the RFP outlines the County’s process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

#### **III.1 Approving Authority**

The Approving Authority for this RFP is Coryell County and the authority to approve the acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

#### **III.2 Selection Committee**

For this RFP, the Coryell County Economic Development Board and County Staff (Selection Committee) will review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a firm to the Approving Authority.

#### **III.3 Basis for Award**

The Selection Committee will base its recommendation on the “Evaluation Criteria” set forth in this RFP. The Selection Committee shall conduct an evaluation based on information set forth in the proposal, past performance,, and references of each firm.

Based on the results of the preliminary evaluation, the highest rates firm(s) may be invited to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the firm. This Selection Committee will then conduct a final evaluation of the firms.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the County, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

#### **III.4 Evaluation Criteria**

The Selection Committee will base the initial and final evaluation on the following criteria:

Maximum Points	Evaluation Criteria
15	Understanding the County’s requirements
15	Approach and work plan
20	Management plan and timetable
25	Project team qualifications and experience
25	Firm experience and capabilities

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Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

The Selection Committee may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) reserve(s) the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

After review and evaluation, and based on its sole discretion, the County reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated..

### **III.5 Prime Contractor**

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

The County also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in the County's best interest.

### **III.6 Contract Development**

Once a firm is tentatively selected based on the "Evaluation Criteria", the County reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the County may propose a contract which amends the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so. The Selection Committee will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

### **III.7 Contingency of the Contract Award**

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by the County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

### **III.8 Standard Contract for Services**

Coryell County expects to enter into its "Standard Contract for Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of bid or proposal acceptance. Failure to accept these terms shall disqualify the bidder or Offeror from further consideration.

The County will consider amendments proposed by Offerors, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Services" are to be highlighted and submitted as part of the Offeror's bid or proposal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the County and the selected firm. Accordingly, the proposal should be written in a concise, forthright manner, and respond in the manner described in Section II of the RFP. The County reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

### **III.9 Type of Contract**

Coryell County expects to award a fixed price type of contract or a contract based on fixed rates with a set contract maximum for a specified period based on present assumptions.

### **III.10 Contract Start**

A Notice to Proceed will be enclosed with the resulting contract or will be issued shortly thereafter. The Notice to Proceed indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

Services are not to begin until receipt of the Notice to Proceed by the firm.

### **III.11 Acceptance, Invoicing, and Payment**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the products are approved as acceptable.

The firm shall submit invoices listing the services performed and completed. The invoice should cite the Purchase Order Number, Contract Number, and date of services or delivery of an end product.

The County will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

### III.12 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described below. No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

Minimum insurance coverage requirements:

- a. Workers Compensation and Employers Liability: Statutory Limits of the State of Texas.
- b. General Liability, Contractual Liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage
- c. Professional Errors and Omissions: \$1,000,000 Combined Single Limit Each Occurrence
- d. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated above. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
3. The Contractor agrees to provide insurance issued by companies authorized to conduct business in the State of Texas.
4. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County before a contract is executed and any work is started.
5. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the County on demand.
6. The Contractor will provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten (10) days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid

certificate will result in suspension of all payments until the new certificate is furnished to the County.

8. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
9. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
10. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
11. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, as it may apply to the Contract.
12. The County shall be named additional insured in the General Liability policies and stated so on the Certificate.

**INSURANCE AFFIDAVIT**

The successful Offeror will be required to provide evidence of the minimum coverages described below. No contract shall be finalized and no work shall commence until the County’s insurance requirements are met.

Minimum insurance coverage requirements:

- a. Workers Compensation and Employers Liability: Statutory Limits of the State of Texas.
- b. General Liability, Contractual Liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage
- c. Professional Errors and Omissions: \$1,000,000 Combined Single Limit Each Occurrence
- d. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury ad Property Damage Each Occurrence

**OFFEROR INSURANCE STATEMENT**

The Offeror understands the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
OFFEROR

\_\_\_\_\_  
SIGNATURE

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION**

**S-A-M-P-L-E C O N T R A C T**  
**STANDARD CONTRACT FOR SERVICES**

CONTRACT: (contract name)

SUBJECT: Economic Development and Marketing Plan

Between:

CORYELL COUNTY  
800 EAST MAIN STREET, SUITE A  
GATESVILLE, TEXAS 76528

And the Contractor:

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This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Coryell County, Texas, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Coryell County, which are incorporated herein by reference.

**SECTION I**  
**SPECIAL PROVISIONS**

**I.1 Definitions**

“County” shall mean Coryell County, Texas, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

“Using Department” for the purpose of this Contract shall mean Coryell County Commissioners.

“Contract Administrator” assigned to administer this Contract for the County is the County Judge.

“Contractor” shall mean:

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whose authorized representative is \_\_\_\_\_ who is responsible for the performance obligation of the Contractor under this contract.

**I.2 Contract Period**

The term for this Contract shall be from date of execution through completion of deliverables. The County shall have the option to extend the Contract for two (2) additional one-year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the contractor provides written acknowledgement of the extension.

**I.3 Incorporation of Documents**

The following documents are hereby incorporated by reference into this Contract:

1. Contractor’s Proposal entitled \_\_\_\_\_ and dated \_\_\_\_\_.
2. County’s solicitation number RFP 201501 titled Economic Development and Marketing Plan and dated \_\_\_\_\_.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: \_\_\_\_\_. This Contract shall take precedence over all of the documents referenced above.

**I.4 Provision of Services**

The Contractor hereby agrees to provide the Economic Development and Marketing Plan as described herein and further outlined in Attachment A, Scope of Work. The Scope of Work shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

**I.5 Contract Amount**

In return for the services identified above, and subject to the “Non-Appropriation of Funds” clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor the total amount of \$\_\_\_\_\_ in accordance with such formula for payments as set forth in Attachment B.

**I.6 Method of Payment**

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite their Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the payment schedule in Attachment B.

**I.7 Time of the Essence and Completion**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

**I.8 Key Personnel**

The Contractor shall assign to this Contract the following key personnel:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. All substitutions are subject to the final approval of the County. The Contractor shall notify the \_\_\_\_\_ within five (5) calendar days after the occurrence of any of these events that affect key personnel and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the \_\_\_\_\_. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The \_\_\_\_\_ will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

### **I.9 Inspection and Acceptance**

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable unless such time period is extended in writing. Failure to submit acceptable work within the ten (10) days or an approved alternate period shall constitute a breach of the contract for which the Contractor may be held in default.

### **I.10 Insurance**

The Contractor shall maintain insurance, in an amount and a form set forth in RFP 201501.

### **I.11 Hold Harmless**

The Contractor hereby agrees to indemnify and hold harmless Coryell County, Texas, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

### **I.12 Task Request Procedure**

As County projects become known, the County shall provide a task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates.

The County may request a meeting with the Contractor to discuss the proposed scope of work. Based upon the request and any subsequent meetings/negotiations, the Contractor shall prepare a written task proposal within ten (10) calendar days from the County's task request.

The Contractor's task proposal should include, but not be limited to, the following:

1. The detailed scope of work, terms and conditions, other related special conditions, and management plan.
2. Key personnel assigned to the task.
3. The detailed cost of deliverables.
4. The estimated staffing by position title, estimated number of hours for each, billable rates of pay, and total estimated cost for the task. All expenses shall be included in the hourly rate and shall cover salary, benefits, profit, and all other expenses for overhead, insurance, equipment, etc.
5. Identify subcontractors required for the task. Provide detailed information as required in item 4.
6. Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as postage, copying charges, transportation, etc.
7. A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its own cost and expense for those items that are generally available to the public and are also essential for completion of the task. Those items shall be furnished when available and in the form available.
8. Proposed dates of work commencement and completion.
9. Contractor shall sign and date task proposal.

The Contractor may propose additional subcontractors for disciplines not already identified in the contract. Such subcontractors shall require approval by the Contract Administrator.

The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, work plan, and cost estimate.

No compensation shall be paid to the Contractor for the preparation and delivery of task proposals. The County reserves the right to request from the Contractor additional information as determined necessary prior to commencing with negotiations.

Within seven (7) calendar days from final negotiations, the Contractor shall prepare and deliver the best and final task proposal to the Contract Administrator. The Contractor's final proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully-executed Task Request and Purchase Order.

Hidden conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the county and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

### **I.13 Copyright**

No vendor may copyright any work produced for Coryell County without the written consent of the Purchasing Manager.

#### **I.14 Confidentiality of Communications**

All communications, both written and oral, between the Department and the Contractor shall be kept confidential and shall not be disclosed to a third party without the prior written consent of the Department. The Contractor shall not allow, or cause to be allowed, the disclosure of marketing plans strategies, correspondence and documents created in the execution of the contract. The County may be required to disclose procurement information in accordance with the State of Texas Freedom of Information Act.

## **SECTION II**

### **GENERAL PROVISIONS**

#### **II.1 Assignability of Contract**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

#### **II.2 Modifications or Changes to the Contract**

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost for time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order". Such orders shall be limited to reasonable changes in services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

#### **II.3 Employment Discrimination for Contracts over \$10,000**

1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, be, and c in every Subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or Contractor.

#### **II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana I prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses I every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

#### **II.5 Claims/Disputes**

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contact be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contact Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Coryell County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Coryell County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision The Contractor may submit the claim to the County Executive by mailing or otherwise

furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Coryell County, unless the Contractor submits the claim for determination by the County Commissioners by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Commissioners within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Commissioners hears the claim in open meeting. The Commissioners' procedure in considering claims under this Contract shall be the same as that for other decisions of the Commissioners and the decision of the Commissioners shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under the Contract.

Full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Coryell County arising out of this Contract.

## **II.6 Termination for Convenience of the County**

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Coryell County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may rise out of such termination, with the ratification of the Purchasing Manager of Coryell County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - a. Cost of work performed or supplies delivered;
  - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
  - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Commissioners in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **II.7 Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

## **II.8 Termination for Non-Appropriation of Funds**

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this contract, then the County may terminate this contract upon

thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

## **II.9 Payments to Subcontractors**

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
  - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
  - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to the subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

## **II.10 Examination of Records**

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of

access provided herein for records, books, documents and papers which may related to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

### **II.11 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Texas Public Procurement requirements, and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

### **II.12 Governing Law and Choice of Forum**

This Contract and any disputes hereunder shall be governed by the laws of the State of Texas. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in Coryell County in the State of Texas or a federal Court located in the closest proximity to Coryell County, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

### **II.13 Immigration Reform and Control Act of 1986**

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that tis employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

### **II.14 Rider Clause**

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United Sates to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Coryell county Government acts only as the “contracting Agent” for these public bodies.

It is the Contactor’s responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions.

Coryell County shall not be held liability for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

### **II.15 Integration**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all

previous communications, representations or agreements, written or verbal, between the parties hereto.

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CORYELL COUNTY, TEXAS

CONTRACTOR

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

# **ATTACHMENT A**

## **SCOPE OF WORK**

The final product will include the following:

1. Conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis for Coryell County. The following documentation will be required:
  - a. Explanation of methodology.
  - b. Detailed empirical analysis and description of the national and international markets.
  - c. Detailed empirical analysis of Coryell County.
  - d. Detailed empirical analysis of the Metropolitan region.
  - e. Interviews with key local stakeholders as identified by Board staff.
  - f. Interviews with key stakeholders, major developers, and real estate brokers approved by the Board who live and work outside Coryell County. These individuals preferably managed projects in Coryell County and/or in the region. Among the information we seek are why projects choose the County or why the County is eliminated. This may also include questions about competitor economic development departments in the immediate region.
  - g. Discussions with 4-6 site consultants on the perception of Coryell County.
  - h. Review of current incentives offered and recommendations for contemporary and innovative county and municipal best-in-practice incentives and assistance at the local level.
  - i. Items to be included as part of the analysis, but not limited to:
    - How is Coryell County growing?
    - What are the drivers of the local and regional economies?
    - How competitive is the Coryell County business climate?
    - What are the key differentials that Coryell County has to offer?
    - The perception of Coryell County in the marketplace and from the previously mentioned site consultants.
    - What is the perception and reality of available product for potential clients and projects?
    - What are the expectations versus the reality?
2. Validation of existing targets and/or recommendations for new targets. The following documentation will be required:
  - a. Description of how targets are determined and/or validated.
  - b. Identification of targets and new market opportunities.
  - c. Discussion of targets and new market opportunities.
  - d. Community peer analysis of likely locations for each target.
  - e. Detailed description of each target's project drivers.
  - f. Review of available product for each target.
  - g. Which counties/regions does Coryell County actually compete with for projects?
  - h. Comparison of the business case for each target as applied to specific competitors recommended by the Contractor and approved by the Board.
3. Discussion on Coryell County's niche or niches.

- a. Compared to counties in the immediate vicinity of Coryell County and not part of the metropolitan area.
  - b. Compared to counties in the immediate vicinity of Coryell County.
  - c. Compared to counties Coryell County actually competes with on projects.
4. Recommendations for measurements in implementing document.
5. Recommendations for action items to implement the plan.
6. Optional Services: This solicitation includes a contract renewal clause and task order provision to enable the County to request an update to the analysis and recommendation delivered as a result of this solicitation, if needed. This may include, but not limited to, analysis of new targets suggested by the Board and training scenarios to support implementation.

**ATTACHMENT B**  
**PAYMENT SCHEDULE**

PHASE	PRICE
<b>PRELIMINARY PHASE: PROJECT SETUP</b>  COUNTY MEETING & TOUR STEERING COMMITTEE <b>No payment for this Phase</b>	
<b>PHASE ONE: STAKEHOLDER ENGAGEMENT</b>  INTERVIEWS FOCUS GROUPS SURVEYS <b>Payment upon completion of Phase One</b>	
<b>PHASE TWO: MARKET ASSESSMENT</b>  MARKET ASSESSMENT SWOT ANALYSIS Presentation of Market Assessment Report <b>Payment upon receipt of document</b>	

**Optional Phases:**

PHASE	PRICE
<b>PHASE THREE: TARGET INDUSTRY ANALYSIS &amp; RECOMMENDATIONS</b>  TARGET INDUSTRY ANALYSIS ECONOMIC DEVELOPMENT ANALYSIS Reverse Site Selection, Industry Site Selection Requirements & Scorecard, Site Selection Consultant Perception Study, Cost of Operations Model, Presentation of Target Industry Recommendation Report <b>Payment upon completion of Phase Three</b>	
<b>PHASE FOUR: ACTION PLAN &amp; IMPLEMENTATION MATRIX</b>  DEVELOPMENT OF ACTION PLAN AND IMPLEMENTATION MATRIX Presentation of Action Plan and Implementation Matrix <b>Payment upon receipt and acceptance of documents</b>	

The completion time for each project phase is approximately \_\_\_\_ days.

Hourly rates for optional services and task orders:

Position	Rate Per Hour