

Fort Bend County Specification Download Acknowledgment



Request for Proposals

*Propane Powered Vehicle Conversion
RFP 10-124*

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
 - Vendors will submit responses in accordance with requirements stated on cover of document.
 - Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

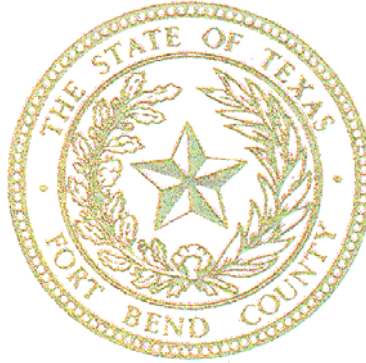
Facsimile Number

Email Address

Signature

Date

**Fort Bend County, Texas
Request for Proposals**



**Propane Powered Vehicle Conversion
for Fort Bend County
RFP 10-124**

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, September 16, 2010
1:30 PM (Central)

MARK ENVELOPE:

RFP 10-124
Vehicle Conversion

***ALL RFPS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
NAMES OF ALL RFPS RECEIVED WILL THEN BE READ.
RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645

Vendor Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 OBJECTIVE:

Fort Bend County, herein requests proposals for propane powered vehicle conversion of County owned vehicles. The selected party will be requested to submit a proposal to effectively and economically covert gasoline-powered vehicles to energy-efficient propane-powered vehicles.

2.0 PRE-RFP MEETING:

There is no Pre-RFP meeting for this project.

3.0 PROPOSAL SUBMISSION:

3.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Purchasing Agent, 4520 Reading Road, Rosenberg Texas 77471, [kaminsk@d@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us). Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Friday, September 10, 2010 at 3:00 p.m.** (CST). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

3.2 When submitting a proposal in response to this request the following are required:

3.2.1 One (1) original, four (4) copies and one (1) electronic response on CD. CD must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD is cause for disqualification.

3.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.

3.2.3 Provide a title page showing the RFP subject, name of proposer, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.

3.2.4 Provide all required elements as stated in 6.0.

3.2.5 Provide three (3) references of clients within the last three (3) years similar to the requirements of Fort Bend County. References must state company name, contact person, telephone number, and mailing address.

3.2.6 Provide detailed pricing.

3.2.7 Provide copy of insurance certificate.

3.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

3.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

3.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

3.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

3.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Public Information Act.

3.8 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals. Final contract may be awarded to one (1) firm or multiple firms.

3.9 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

4.0 INSURANCE:

4.1 All proposers must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

4.2 The successful proposer shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

4.2.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4.2.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

4.2.4 Professional Liability insurance with limits not less than \$1,000,000.

4.2.5 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

4.3 All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.

- 4.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5.0 INDEMNIFICATION:

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

- 5.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.
- 5.2 Contractor's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

- 5.4 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 5.5 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 5.6 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

6.0 REQUIREMENTS:

6.1 Three (3) County Owned vehicles are to be converted. They are as follows:

YEAR	MAKE	MODEL	ENGINE CLASS	EPA CERT. #
2010	Ford	Crown Victoria	4.6L	T2B4 LDV
2009	Ford	Crown Victoria	4.6L	T2B4 LDV
2008	Ford	Crown Victoria	4.6L	T2B5 LDV

Coordinate with the County Vehicle Maintenance division, and other designated County officials, to install an efficient, cost-effective, EPA approved conversion. Vehicles should be equipped to operate with a dual-fuel (bi-fuel) system.

- 6.2 Provide a closed loop system conversion since the closed-loop system incorporates an electronic sensor that provides continuous feedback to the fuel controller on how well it is performing, thus "closing the feedback loop".
- 6.3 Covert the selected vehicles in a timely and economical manner. Provide the optimum warranty offered by the manufacturer on parts. Provide the optimum warranty offered by the installer for workmanship (labor). No conversion work should occur that could void the original manufacturer’s warranty. Coordinate with the County to ensure any vehicle failure, caused by the conversion, will still be covered under the original manufacturer’s warranty. Provide on-call technical assistance as needed after the conversion is completed for a time period agreed upon by the installer and the County.

- 6.4 This project will use American Reinvestment Recovery Act (ARRA) funds. The selected vendor must follow all Department of Energy (DOE) regulations including 10 CFR 600, the Buy America clause and the Davis-Bacon Clause.

7.0 Basic Qualifications:

- 7.1 **Qualifications:** The respondents must provide company (shop) qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the prescribed scope of work. If recipient of any EPA certifications, attach certificate(s). Bios of key personnel should be provided with specific designations for the proposed conversion manager and the lead technician assigned to this propane-powered vehicle conversion. Indicate the on-call technical assistance contact person after the conversion is completed. Indicate the number of employees within the company (shop).
- 7.2 **Level of Experience:** Identify past vehicle conversion projects, including vehicle types, vehicle age, scope, complexity and specific services provided. Indicate number of years in business. Indicate number of years conducting propane-powered vehicle conversions. Group projects by conversion type. Include photos, if possible.

8.0 PRICING:

Response to include detailed pricing solution for requirements.

9.0 EVALUATION FACTORS:

Contract award will be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP and in accordance with the requirements of the Texas Local Government Code.

- 50% **Understanding of Requirements:** Parties demonstrate their ability to meet the required qualifications listed in the above section 6.0 and 7.0. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your company will take to accomplish the required collaboration, scheduling and coordination required for this type of project.
- 30% **Company (Shop) Experience with Projects of Similar Size and Complexity:** Such experience must be in the form of providing dual fuel (bi-fuel) propane-powered vehicle conversions. List only conversions completed within the last 5 years; provide the name and location of each conversion project, the client, the project cost, and a contact person and phone number.
- 20% **Price.**

10.0 EVALUATION PROCESS:

- 10.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 10.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 10.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 10.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 10.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 10.6 All proposals submitted are to be valid for a period of ninety (90) days.

11.0 AWARD:

- 11.1 Proposals will be opened on the date specified on the cover page and kept secret until a final negotiated contract is awarded by the County Commissioners Court. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.
- 11.2 Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

12.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.