



CASS COUNTY  
AUDITOR'S OFFICE  
PO BOX 299  
LINDEN, TEXAS 75563

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REQUEST FOR PROPOSALS

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**“Cass County Detention Center Roof Repair”**

**FOR  
CASS COUNTY**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**  
**11:00 AM on Thursday, June 12<sup>th</sup>, 2025**

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**PROPOSAL SUBMISSION**

**DEADLINE:** Completed proposals must be received in the Cass County Auditor's Office on or before **11:00 AM on Thursday, June 12<sup>th</sup>, 2025**. Proposals will be publicly opened immediately thereafter in the Cass County Auditor's Office (2nd floor) in the Cass County Justice Center Courthouse, 604 Hwy 8N, Linden, Texas, 75563.

In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, Proposals will be received and opened the following business day at the designated time and place stated herein. For example, if Proposals are due on Wednesday at 2:00 p.m. and the County is closed on Wednesday for bad weather or an unforeseen event, the Proposals will be accepted until Thursday, 2:00 p.m.

**METHOD:** Only sealed proposals may be hand delivered or mailed to:

*Cass County Auditor's Office (located on the 2nd Floor of Cass County Justice Center)*  
604 Hwy 8N  
Linden, TX 75563

*PO Box 299*  
Linden, TX 75563

**FAX/EMAIL:** Facsimile and electronic mail submissions **are not** acceptable.

## PROPOSAL REQUIREMENTS

### **SUBMITTAL:**

Please address the Proposals to Cass County with the Respondent's name, address, and proposal name (JAIL ROOF REPAIR) clearly marked on the outside. **If an overnight delivery service is used**, the Respondent's name, address, and proposal name should be clearly marked on the outside of the delivery service envelope.

Respondents are responsible for checking the County's electronic website for any changes to the Proposal documents, such as addenda, clarifications and questions located at <https://www.co.cass.tx.us/page/cass.CountyAuditor>. The County can only guarantee the accuracy and completeness of information on the county website. **If another agency or construction data website references this project, please also refer to the county website mentioned above to verify completeness of the data.**

### **GENERAL INFORMATION:**

The roof repair site is located on the Cass County Detention Center located at 604 Hwy 8N, Linden, TX 75563.

**REFERENCES:** Cass County requires Respondent to supply a list of references where like services have been supplied by their firm.

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals will be submitted on the forms provided in this proposal document. Changes to proposal forms made by Respondent may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

**LATE PROPOSAL:** Proposals received after submission deadline will be returned to the Respondent as they are considered void and unacceptable. Cass County is not responsible for lateness of mail, courier service, etc.

**WITHDRAWAL OF PROPOSAL:** A Respondent may withdraw a proposal that has been submitted at any time up to the proposal opening due date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to the proposal contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of sixty (60) days after the proposal opening.

## AWARD OF CONTRACT

**NINETY DAYS:** The bid award(s) are anticipated to be made within fourteen (14) days after the bid opening date. The Commissioners Court may reject or award a bid on a per item basis. Results may be obtained by contacting the Cass County Auditor's Office at 903-756-5067 or by email at [layers@casscountytexas.org](mailto:layers@casscountytexas.org).

**AWARD OR REJECTION:** The County may reject any or all proposals. The County may waive any informality or irregularity.

**CONTRACT:** This proposal, when properly accepted by Cass County, shall constitute a contract equally binding between the successful Respondent and Cass County. The successful Respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** After the award, Tommy Hooper, Maintenance Supervisor phone (430) 218-8174 shall be the contract administrator/Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator/ODR shall serve as liaison between Cass County and the successful Respondent.

**CONTRACT PERIOD(S):** Contract term shall commence on June 24, 2025, and shall continue through December 31, 2025, and may be extended for one (1) additional one-year period if so agreed to by awarded Respondent and approved by the County. If the County or awarded Respondent should decline any renewal period or after the exhaustion of the entire contract term, the County may request up to an additional sixty (60) days past any contract term to advertise and award a new proposal for such items without any pricing adjustments.

**CONTRACT PRICE AND TERM RENEWALS:** Pricing shall remain firm during the initial term of the contract. Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30-days after receiving notice from the County of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval from the County in writing. Request for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profit.

## **PROPOSAL CONTACTS**

**PROPOSAL QUESTIONS OR REQUEST FOR CLARIFICATIONS:** Any questions or requests for clarification must be submitted to the Cass County Auditor's Office, in writing, to [layers@casscountytexas.org](mailto:layers@casscountytexas.org) prior to **11:00 A.M. on June 12, 2025**. Please indicate "Jail Roof Repair Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known Respondents who have expressed interest in this proposal. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely on written statements only.

### **PURCHASING CONTACTS:**

Cass County Auditor's Office  
PO Box 299  
Linden, TX 75563  
903-756-5067  
[layers@casscountytexas.org](mailto:layers@casscountytexas.org)

**PROPOSAL PROTEST:** Any Respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the named contacts above within ten (10) business days after proposal award. The formal written protest must identify the name of the Respondent contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation

## TERMS AND CONDITIONS

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. No price adjustment or penalty shall be charged by the Respondent for variances to the estimated amounts needed.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate as the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Proposal.

**FUNDING:** Funds for payment have been provided through the Cass County budget approved by Commissioners Court for the current fiscal year.

**SALES TAX:** Cass County is by statute, exempt from the State Sales Tax and Federal Excise Tax. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Respondent or the Respondent's Subcontractors to take advantage of the County's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the County. Sales Tax Exemption Forms are available upon request from the Cass County Auditor's Office.

**ADDENDA:** Any interpretations, corrections, or changes to this Request for Proposal (RFP) will be made by addenda. Sole issuing authority of addenda shall be vested in Cass County Auditor's Office. Addenda will be mailed to all who are known to have received a copy of this RFP. Vendor shall acknowledge receipt of all addenda.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Cass County Auditor's Office.

**ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Cass County Commissioners.

**CONFIDENTIALITY:** All information disclosed by Cass County to successful vendor for the purpose of the work to be done or information that comes to the attention of the successful vendor during the course of performing work is to be kept strictly confidential.

**COPYRIGHT MATERIALS:** Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (**see appendix B for more information**).

**PURCHASE ORDER:** A purchase order(s) will be required and will be generated to the successful Respondent for items and/or services. The purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a correct invoice to the ordering department for work specified by this Contract. No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the County department making the purchase. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address.
- (2) County contract, Purchase Order, and/or delivery order number, if applicable.
- (3) Identification of items or service as outlined in the contract.
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount.
- (5) Any additional payment information which may be called for by the contract.
- (6) A current W-9 Form filled out and on file with the Auditor's Office.

Payment inquiries should be directed to the Auditor's Office at 903-756-5067.

If a discrepancy is found on any invoice, the County will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received unless the proposer has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. ***The Conflict of Interest Statement is attached (see Appendix C) to this Request for Proposals packet. This form should be completed, signed, and submitted with your Proposal.***

**CERTIFICATE OF INTERESTED PARTIES:** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. ***Information regarding the 1295 Form is attached (see Appendix E) to this bid packet.*** The successful bidder will be required to submit a signed 1295 Form to the County prior to the award of this bid and/or prior to signing a contract with the County.

**ETHICS:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cass County prior to an award of contract or during the contract performance dates.

**HOUSE BILL 89 VERIFICATION:** House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign form HB 89 Verification Form (see Appendix F) verifying that they do not boycott Israel, nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

**SENATE BILL 252:** Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

**DOCUMENTATION:** Respondent shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may make the proposal non-responsive and as a result the proposal may be rejected by the County.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, completion and acceptance of services or default. Cass County reserves the right to terminate this contract immediately in the event the successful vendor fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with a thirty (30) day written notice prior to either party stating cancellation. The successful vendor shall state therein the reasons for such cancellation. Prior written notice shall be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other part at the address on the affidavit for the contractor or to Cass County Auditor at PO Box 299, Linden, TX, 75563.

**PERFORMANCE OF CONTRACT:** Cass County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract.

**DISPUTES:** The parties agree that, in the event of a dispute or alleged breach subject to termination for above, they will work together in good faith first to resolve the matter internally by escalating it to higher levels of management, prior to resorting to litigation, other than disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). Any disputes arising under this agreement that cannot be successfully resolved by the parties within seven (7) business days may be settled by appropriate legal proceedings. The rights and obligations described herein shall survive completion of and final payment under this agreement. This agreement shall be governed and

construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Cass County, Texas.

**APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER, THE COMMISSIONERS COURT OF CASS COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CASS COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT.

**CONTRACTORS EMPLOYEES/SUBCONTRACTORS:** Cass County shall have the right at any time to request replacement of any of the contractor's employees/subcontractors. Upon such request, the contractor shall use all reasonable efforts to promptly replace such employee/subcontractor with a team member having skills and training that are equal to or exceed

those of the individual to be replaced. All such replacement personnel shall require prior written approval by Cass County.

**INDEPENDENT CONTRACTOR:** The agreement does not create an employee/employer relationship between the award contractor and Cass County. It is Cass County’s intention that the awarded contractor will be an independent contractor and not an employee of Cass County for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers compensation, and unemployment insurance laws. The contractor will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The contractor agrees that it is a separate and independent enterprise from Cass County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and Cass County, and Cass County will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**LIABILITY INSURANCE:** Contractor, the successful bidder shall procure and maintain, with respect to the subject matter of this bid, insurance coverage. The Contractor will maintain, at its expense, insurance with limits not less than those prescribed below that may arise directly or indirectly from work performed under terms of this bid. The Contractor must provide the Auditor’s Office/Purchasing a Certificate of Insurance with the required coverage upon execution of Agreement. The Contractor must submit a Certificate of Insurance reflecting coverage as follows:

Type of Coverage	Limits of Liability	
a. Worker's Compensation	\$1,000,000	
b. Employer's Liability		
Bodily Injury by Accident	\$1,000,000 Ea. Accident	
Bodily Injury by Disease	\$1,000,000 Ea. Employee	
Bodily Injury by Disease	\$1,000,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
<i>(including premises, completed operations and contractual)</i>		
Aggregate policy limits:	\$2,000,000	

Endorsement for Waiver of Transfer of Recovery Against Others.

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits	No aggregate limit	

The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Cass County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Cass County for liability arising out of operations under the Agreement with Cass County."
- c. "Cass County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Cass County."
- e. Policies and/or endorsements shall show the following address for Cass County as additional insured, and all notices shall be sent to this address:

Auditors Office  
PO Box 299  
Linden, TX 75563

Workman's Compensation .....\$1,000,000

**WORKERS' COMPENSATION INSURANCE COVERAGE:**

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity. Contractor shall require all subcontractors to maintain Workers' Compensation Insurance coverage on their employees and to otherwise comply with the provisions set forth below.

- A. Definitions:
- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Project.
  - (2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.
  - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the Duration of the Project.
- C. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- D. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Project, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning work on the Project, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services on the Project; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Project.
- F. The Contractor shall retain all required Certificates of Coverage for the Duration of the Project and for three years thereafter.
- G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services on the Project.
- H. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

- I. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project and all persons providing services on the Project will be covered by workers' compensation coverage for the Duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- J. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement.** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain, or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement terminated if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**PREVAILING WAGES:** Cass County requires that Contractors utilize the Davis-Bacon Act in determining prevailing wages. The Davis-Bacon Act applies to federally funded or assisted projects. The Contractor and its subcontractors shall be required to pay the prevailing wage rate based on the Davis-Bacon wage rates applicable to Cass County, Texas at [www.wdol.gov](http://www.wdol.gov).

**PERFORMANCE AND PAYMENT BONDS:** At the point in time when this contingency contract becomes active a performance and payment bond shall be required from the awarded respondent before beginning work. If the total accepted bid/proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Auditor, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed

amount. Cass County reserves the right to accept or reject any surety company proposed by the respondent. In the event Cass County rejects the proposed surety company, the respondent shall be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Cass County. Contractors must use the County's bond forms attached to this document. **(Appendix I – Payment Bond Form and Appendix J – Performance Bond Form)**

## **PROPOSAL SPECIFICATIONS**

**GENERAL INFORMATION:** Cass County is seeking sealed proposals to provide roof repairs to the Cass County Detention Center.

**QUALIFICATIONS:** Firms should have a complete understanding of their responsibilities in addition to:

The successful bidder is to supply to Cass County a current certificate of insurance (COI) from their insurance company, see attached for example. Cass County shall be named as an additional insured to all required coverage except for Workers' Compensation and Professional Liability. The General Liability coverage will be for \$1,000,000.00 and General Aggregate for \$2,000,000.00. The contract will not be awarded until Cass County receives the COI from the bidder.

Indemnification: Respondent shall save harmless Cass County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

**SERVICES:** The awarded firm will be responsible for the following:

- 1 Powerwash Membrane Roofing (approximately 19,680 s/f
- 2 Replace Sealant on 31 Pipe Penetrations and 4 Roof Pitch Pans
- 3 Re-Apply Silicone Cool Coating to approximately 4,884 s/f (includes removal of old coating and prep)
- 4 Replace silicone liquid membrane flashing on 4 pipes and 10- 4x4 perimeter curbs

**EVALUATION CRITERIA:** The award of this contract shall be made to the responsible Respondent(s) whose qualifications and proposal are determined to provide the best value for the County based on the published selection criteria below, in accordance with the Texas Local Government Code, Chapter 262.

<b>CRITERIA</b>	<b>WEIGHT</b>
Cost (Proposal Form)	40
Experience/Qualifications	30
Project Understanding and Methodology	15
Management Systems/Reporting/Training	15

Oral interviews *may* be conducted with the top firm(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the County and are at the sole discretion of the Respondent.

The County reserves the right to reject any, and all, proposals submitted and to waive any informalities in proposals received. The County also reserves the right to request additional information from Respondents. The award shall be made to the firm which, in the opinion of the County, is the best qualified to assist the County in accomplishing its objectives. The County reserves the right to negotiate a contract with the selected Respondent.

By submitting a proposal, the contractor is acknowledging the insurance requirements found in the attached agreement, and the bidder is asserting that, if awarded this agreement, he can comply with all insurance requirements as specified therein within 30 days of award of the agreement.

**MASTER SERVICE AGREEMENT  
NOTICE**

THE FOLLOWING BLANK SPACES IN THE CONTRACT ARE NOT TO BE FILLED IN BY THE RESPONDENT AT THE TIME OF SUBMITTING THE PROPOSAL. THE CONTRACT IS INCLUDED AT THIS TIME TO FAMILIARIZE THE RESPONDENT WITH THE CONTRACT WHICH THE SUCCESSFUL RESPONDENT SHALL BE REQUIRED TO EXECUTE.

**SUBMITTAL**: Each proposal shall contain all the items listed below. Submittals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirement of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

A. **Letter of Transmittal**

1. Provide a brief introductory letter of your company to include number of years in business and office location responsible for this project.
2. Include the names of the persons authorized to make representation for your company, their titles, addresses, telephone numbers, and email addresses.
3. Highlight the most important points of the proposal.

B. **Project Understanding and Methodology**

1. Briefly state your understanding of the services being requested, and your ability to comply with the requirements within. Explanations, exceptions, comments, etc., pertaining to the specific sections of the RFP shall be listed and numbered in order of the respective section.
2. Clearly define your responsibilities as well as the County's participation and responsibilities.
3. Clearly state your monitoring methodology for the County that shall also include but not be limited to:
  - Comprehensive emergency management plan
  - Mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation
  - Develop a debris management plan
  - Damage assessment
  - Assistance in obtaining immediate needs funding
  - Insurance evaluation, documentation adjusting and settlement services
  - FEMA, FHWA (Federal Highway Administration), HMGP (Hazard Mitigation Grant Program), and additional reimbursement support
  - 3<sup>rd</sup> party activations – methodology shall need to include the number of individuals on a crew and their positions etc.
  - Appeal services and negotiations

C. **Proposal Pricing**

Proposal form (page 16)

D. **Experience/Qualifications**

1. Summarize the experience of your company in performing services similar to the ones described herein. Past relevant experience should include the following:

- Type of Disaster – hurricane, tropical storm, tornado, etc.
  - Type of Jurisdiction – City, County, District, any combination
  - Collection debris monitoring assignments
  - DMS debris monitoring assignments
  - Final disposal debris monitoring functions
2. Identify your proposed team assigned to the project
  3. Identify the experience of your proposed team, specifically identifying projects of similar scope that each team member has worked on in the last five (5) years at similar jurisdictions.
  4. Provide a list of at least five (5) references familiar with the company and proposed key personnel's capability to deliver the services requested. Include contact name, phone numbers, dates of service, description of the services provided, and costs. (Appendix G)
  5. Provide three (3) years claims/litigation history and status
  6. Summarize your knowledge and experience with County solid waste regulations and disaster debris management policies

E. **Additional Information:**

1. Provide scope, project budget and operational duration (including the firm's contract manager, phone number and email address for each disaster response or project, if available).
2. Describe your knowledge of FEMA and FHWA-ER and other reimbursement methods and issue resolution.
3. Describe your management systems, reporting and training capabilities.
4. Explain all instances, if any, where clients were denied reimbursement of a service or item by FEMA.
5. Explain all instances, if any, where a client's claim to FEMA was denied by FEMA due to faulty action or errors by your company.
6. Provide number of personnel provided to monitor the number of debris loading sites that are located within Cass County. (Staffing should fit the site which may be of varying size. Respondents may specify staffing ration to square feet of monitoring sites.)
7. Provide number of personnel provided to monitor debris management sites (DMS)/disposal sites located within Cass County. (Staffing should fit the site which may be of varying size. Respondents may specify staffing ration to square feet of monitoring sites.)

F. **Forms**

1. W9 - Appendix A
2. Texas Public Information Act – Appendix B
3. Conflict of Interest – Appendix C
4. Debarment Certification – Appendix D
5. HB89 Verification Form – Appendix F
6. References – Appendix G



**SIGNATURE OF ACCEPTANCE:** By the signature hereon affixed, the proposer hereby certifies that neither the proposer nor the entity represented by the proposer, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the proposal opening with any competitor or any other person engaged in such line of business.

The below signature also indicates the following:

- Person or person’s interest in this proposal as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The proposer is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
- The proposer confirms that they have read this entire proposal document and agrees to the terms stated herein.
- In the event that the proposal is awarded to more than one supplier, the proposer signing this proposal agrees that the prices submitted within this proposal shall not be changed.
- **Addenda \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this proposal.**

The undersigned, by their signature, represents that they are authorized to bind the proposer to fully comply with the terms and conditions of the attached Invitation for Proposal, Specifications, and special provisions stated herein for the amount(s) shown on the accompanying proposal form.

<b>Full Legal Name of Company</b>	
<b>Address</b>	
<b>County, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>After Hours Phone or Cell Phone Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**  
**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

\*PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT (Form is also included, Appendix A)

## **APPENDIX A**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>Employer identification number</b>									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## APPENDIX B



**Texas Public Information Act  
Steps To Assert Information Confidential or Proprietary**

**All Proposals, data, and information submitted to Cass County are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.**

**On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Proposal sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.**

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

**In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.**

**In signing this form, I acknowledge that I have read the above and further state:**

The proposal/Proposal submitted to the County **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/Proposal submitted **contains confidential information** which is labeled and which may be found on the following pages:

\_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

# APPENDIX C

## CASS COUNTY CONFLICT OF INTEREST STATEMENT

### INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

#### **What vendors/persons are subject to Chapter 176?**

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12-month period preceding the date a contract is executed or a contract is being considered; or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12-month period preceding the date a contract is executed or a contract is being considered.

#### **What triggers the requirement to file a “conflict of interest questionnaire”?**

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or Proposals, correspondence, or writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted.

#### **To what type of contracts does the bill apply?**

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

#### **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or Proposals, correspondence, or another writing related to a potential agreement with a County, or (c) becomes

aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

### **What has to be revealed?**

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

### **How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, Proposal or response to the County of Cass or begins contract discussions or negotiations with the County.

3. Complete this Section by listing the name of the local government officer (member of County Council or County Manager) with whom there is an affiliation to or business relationship with and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (County Council or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

## APPENDIX D



### Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this Proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this Proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the Respondent is unable to certify to all of the statements in this Certification, such Respondent should attach an explanation to this proposal.

## APPENDIX E



### **CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County. The successful bidder will be required to complete and print the form via the Texas Ethics Commission's website at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The "identification number" to be used on the 1295 form for this procurement is:

*Detention Center Roof Repair*

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

## APPENDIX F



### House Bill 89 Verification Form

I, \_\_\_\_\_ (Person name), the undersigned  
representative of \_\_\_\_\_ (Company or Business name)

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named  
Company, business or individual with Cass County, Texas.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

\_\_\_\_\_  
DATE

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

# APPENDIX G

## REFERENCES

Include below five references:

### Reference #1

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

### Reference #2

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

### Reference #3

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

Reference #4

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

Reference #5

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

## APPENDIX H



### **CASS COUNTY** **MASTER SERVICE AGREEMENT**

This Agreement entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CASS COUNTY and \_\_\_\_\_ ("Company"). In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### **1. SCOPE OF AGREEMENT**

This Agreement incorporates the terms and conditions of the Company's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein for all purposes as "Attachment A". In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County's sole discretion, shall control.

#### **2. TERM OF AGREEMENT; TERMINATION**

This Agreement shall be effective upon proper execution by the County. It shall be effective from \_\_\_\_\_, through \_\_\_\_\_. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

#### **3. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

#### **4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

## **5. INDEMNIFICATION**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CASS COUNTY, AND HOLD HARMLESS THE CASS COUNTY, REPRESENTATIVES OF THE CASS COUNTY, THE COMMISSIONERS COURT OF CASS COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CASS COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH CASS COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.**

## **6. INSURANCE**

Your COMPANY agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

a) A Waiver of Subrogation in favor of the Cass County, form WC 420304

b) A 30-day Notice of Cancellation/Material Change in favor of the Cass County, form WC 420601

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:

a) Independent Company's coverage

b) Cass County listed as additional insured

c) 30-day Notice of Cancellation in favor of Cass County

d) Waiver of Transfer Right of Recovery Against Others in favor of Cass County

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of CASS COUNTY:

a) Waiver of Subrogation endorsement TE 2046A

b) 30-day Notice of Cancellation endorsement TE 0202A

c) Additional Insured endorsement TE 9901B

Your COMPANY must complete and forward a certificate of insurance to the CASS COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. Your COMPANY shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CASS COUNTY. Approval of insurance by the CASS COUNTY shall not relieve or decrease the liability of the COMPANY hereunder.

The COMPANY'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the CASS COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Cass County Auditor  
PO Box 299  
Linden, TX 75563

The "other" insurance clause shall not apply to the CASS COUNTY where the CASS COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both CASS COUNTY and your COMPANY, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. Your COMPANY shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The COMPANY shall provide CASS COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, your Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

CASS COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as your COMPANY.

Your COMPANY shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

Your COMPANY shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of your COMPANY.

7. **PAYMENT AND PERFORMANCE**

Payment for services described in this agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

8. **VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW**

Any suit or claim or cause of action regarding this Agreement shall be brought in Cass County, Texas, as the choice or venue and jurisdiction and site of performance by the parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. **ETHICAL CERTIFICATION**

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY  
Cass County

COMPANY  
\_\_\_\_\_

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

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

R. Travis Ransom

Title: County Judge

Title: \_\_\_\_\_