

Jackson County Specifications



Invitation to Bid – Hurricane Shutters for Courthouse & Annex for Jackson County, Texas

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on Jackson County Website at www.co.jackson.tx.us no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.

SUBMIT BIDS TO: jacksoncounty@co.jackson.tx.us

SUBMIT NO LATER THAN: Thursday, August 22, 2024, at 2:00 PM (Central)

EMAIL SUBJECT LINE: BID 2024 Hurricane Shutters

THE BIDS WILL BE PUBLICLY READ. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Results will not be given by phone. Results will be provided to vendors on the County's website at www.co.jackson.tx.us after Commissioners Court award.

Jackson County, Texas is an Equal Employment Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment or the provisions of services.

IT IS UNDERSTOOD that the Commissioners' Court of Jackson County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Jackson County. Bids may be held by Jackson County for a period not to exceed sixty (60) days from the date of the bid opening and investigating the bidder's qualifications prior to the contract award. This BID does not constitute a commitment, implied or otherwise, that a contract will be awarded.

All bids **MUST** be received in the Jackson County Auditor's Office **BEFORE** the opening date and time. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be opened and shall be considered void and unacceptable. Faxed

bids will not be accepted. Opening is scheduled to be held in the County Auditor's office, 411 N Wells, Room 201, Edna, Texas 77957.

Jackson County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID."

GENERAL SPECIFICATIONS

THE SPECIFICATIONS listed below are minimum requirements and are intended to govern, in general, the item(s) desired.

THE SPECIFIED ITEM(S), including all necessary equipment, shall be furnished complete and ready to use. All components not specifically mentioned that are required for a complete unit shall be furnished. Any items appearing in the manufacturer's published specifications are to be included. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in the space provided under exceptions or an attachment to this bid.

TITLE TO ITEM(S) and/or Certificates of Origin and other associated paperwork shall be issued to:

Jackson County, 411 N Wells, Room 201, Edna, Texas 77957

and must either be hand delivered or mailed directly to the Jackson County Auditor's Office, 411 N. Wells, Room 201, Edna, Texas 77957, within 24 hours of the County taking possession of the item(s).

Descriptive Literature:

Each bidder is required to submit descriptive literature, including warranty information, sufficient in detail to enable an intelligent comparison of the specification of the item(s) bid with that of the item(s) stated in these Bid Documents. Failure to provide literature with this bid may be cause for rejection of bid.

Delivery and installation:

Delivery and installation time and warranty is an important consideration in the determination of the *lowest and best bid*. Bidders are encouraged to bid item(s) that are in stock and that meet specifications.

Evaluation and award:

Jackson County will evaluate, and award bid based on *lowest and best bid meeting specifications*. "Lowest and/or best Bid" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale. Jackson County reserves the right to accept and/or reject any/all of the options bid as it deems to be in the best interest of the County. An award is final only upon formal execution by Jackson County Commissioners Court.

Communications:

All questions and communications concerning this procurement process must be directed to Jackson County Auditor, Michelle Darilek. All requests for clarifications or additional information *must be submitted in writing via electronic mail to auditor@co.jackson.tx.us*

Waiver of Formalities:

Jackson County reserves the right to reschedule, extend, or cancel this Bid at any time. The County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection

with this Bid and may consider submissions not made in compliance with this invitation to bid if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Jackson County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Place of Performance:

Applicable Law and Venue: This proposal and any contract is performable in Jackson County Texas and shall be governed by the law of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Jackson County, Texas.

Independent Contractor:

The Respondent is an independent contractor, and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County

County Taxes:

If the Contractor subsequently becomes delinquent in the payment of County taxes, that may be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

Tax Exempt:

Jackson County is exempt from all federal excise, state and local taxes under Section 151.309 of the Texas Tax Code. Texas Limited Sales Tax Exemption Certificates will be furnished upon request to the Respondent. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Jackson County to purchase supplies from the next lowest bidder/vendor that met specifications.

Gratuities:

Jackson County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Jackson County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Jackson County with a view toward securing a Bid.

In the event a Bid is canceled by Jackson County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid. As additional security for Jackson County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Jackson County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits) o Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis. The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Jackson County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Non-Collusion Affidavit:

Each respondent to this RFQ shall, as a condition of acceptance of their qualified response, submit the attached NON-COLLUSION AFFIDAVIT, signed and notarized as part of their submission. Failure to submit the signed and notarized NON-COLLUSION AFFIDAVIT will invalidate their submission and cause.

Compliance with Federal and State Laws:

Certification of Eligibility

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify Jackson County and the Entities. Failure to do so may result in terminating this contract for default.

Texas Government Code Section 2252.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153. Relating to companies that boycott Israel and investments in companies that do business with Iran, Sudan, or any other foreign terrorist organizations.

Certificate of Interest Parties Form 1295

By submitting a Proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Jackson County and Entities purchasing departments and/or requesting department, the "Certificate of Interested Parties", Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information

Disclosure of Certain Relationships

Pursuant to Chapter 176 of the Local Government Code, any person or 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 (i.e. Jackson Entities) must disclose the Questionnaire **Form CIQ (FORM D)** the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Jackson County Auditor's Office and/or City Secretary of the Cities, no later than seven (7) days after the date the person begins contract discussions or negotiations with the Entities, or submits an application or response to a request for Proposals or bids, correspondence, or another writing related to a potential agreement with the Entities. Updated Questionnaires must be filed in conformance with Chapter 176 Questionnaire Form CIQ is available at:

http://tools.cira.state.tx.us/users/0072/docs/Forms/CIQ_form.pdf

REQUIRED FORMS: All vendors submitting are required to complete the attached forms and return with submission:

- Vendor Information and Certification
- W-9 Form
- Non-Collusion Affidavit
- Bidder/Proposer's SDNs/Blocked Persons Affirmation
- Conflict of Interest Questionnaire
- Affirmation of Compliance with Federal and State Laws
- Firms must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications.
- Current Certificate of insurance for general liability, workers' compensation, auto insurance, and employer's liability.

SPECIFICATIONS HURRICANE SHUTTERS

Jackson County is soliciting bids to provide and install Hurricane Shutters on one or more county buildings. The buildings on which hurricane shutters are to be installed are in a windborne debris area, though not in the catastrophe area as described by the Texas Legislature. The buildings are both Risk Category IV as they are essential facilities. Any hurricane shutters purchased and installed must comply with the wind and impact requirements of 2018 International Building Code.

The locations of buildings for which hurricane shutters are being procured and installed:

- Jackson County Courthouse – 115 West Main, Edna, Texas 77957
Two (2) story structure. Each floor is to be bid as a separate option.
- Jackson County Services Building – 411 North Wells, Edna, Texas 77957
One (1) story structure. Front entrance facing North Wells and back entrance facing Cedar Street to be considered separate options.

The County may select one or more of the locations or options listed for the purchase and installation of hurricane shutters or may reject all.

Please contact the Jackson County Auditor's Office at auditor@co.jackson.tx.us or 361.782.2072 to schedule a site visit.

Option 1 Jackson County Courthouse – 1st Floor

- | | | |
|---|--|-------|
| A | Rolling shutters – motorized with manual override. | _____ |
| B | Mix of rolling shutters, motorized with manual override, and accordion shutters. All doors to be rolling shutters. | _____ |

Option 2 Jackson County Courthouse – 2nd Floor

- | | | |
|---|---|-------|
| A | Rolling shutters – motorized with manual override | _____ |
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Option 3 Jackson County Services Building Front Entrance

- | | | |
|---|---|-------|
| A | Rolling shutters – motorized with manual override. | _____ |
| B | Rolling shutters, motorized with manual override, on all doors and accordion shutters on fixed glass. | _____ |

Option 4 Jackson County Services Building Auditorium Entrance

- | | | |
|---|---|-------|
| A | Rolling shutters – motorized with manual override. | _____ |
| B | Rolling shutters, motorized with manual override, on all doors and accordion shutters on fixed glass. | _____ |

Vendor Information and Certification

Legal Name of Contracting Company

Federal ID Number or Social Security Number

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

Email Address

Name of Representative authorized to sign for Vendor:

Name and Title	Signature

All specifications and terms and conditions of the Bid have been read.

The information contained in the Requests for Qualifications is true and complete.

I certify that the above information is correct:

Name and Title	Signature
Date:	

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

§
§

COUNTY OF JACKSON §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF THE AWARDED BID MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1) Pursuant to 44 CFR Part 13.35, the Proposer, hereby affirms that Proposer: *(Check all that are applicable)*

☐ Is **NOT** excluded from doing business at the Federal Level.

☐ Is **NOT** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2) Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Proposer/Bidder:

☐ Does **NOT** boycott Israel or invest in companies that boycott Israel

☐ Does **NOT** conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Jackson may not make procurement transactions with SDNs/Blocked Persons, Companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent
Company Name

Proposer (Signature)

_____ Date: _____

Proposer (Print Name)

Title/Position with Company

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