

CATHERINE GAZDA, COUNTY AUDITOR
VAN ZANDT COUNTY | AUDITORS OFFICE
121 E Dallas St, Room 102 | Canton, Texas 75103
903-567-2171 | cgazda@vanzandtcounty.org

RFP: 25-01

Request for Proposal for Engineering Analysis Services

Return deadline is no later than: Tuesday, May 6, 2025 | 2:00 p.m.

Vendor Name: _____

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Proposal Requirements

Submission of Proposal: Complete proposal documents shall be sealed and **marked “RFP 25-01 Engineering Analysis Services”**. Submission deadline, **2:00 p.m., Tuesday, May 6, 2025**.

Van Zandt County Auditor's Office
Catherine Gadza, County Auditor
121 E. Dallas St., Room 102
Canton, TX 75103

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Van Zandt County concerning this proposal except for questions concerning the proposal by respondents directed through Van Zandt County by email cgadza@vanzandtcountry.org. Failure to comply with this guideline could result in disqualification from the proposal process.
2. **Proposals must be sealed** when returned to Van Zandt County.
3. The proposal must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Van Zandt County Auditor, 121 E. Dallas St, Room 102, Canton, Texas 75103 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this proposal.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your proposal may result in rejection / disqualification.
5. PROPOSALS WILL BE received and publicly acknowledged at the Van Zandt County Auditor's Office located at the address listed above on **2:00 p.m. | Tuesday, May 6, 2025**. Respondents, their representatives and interested persons may be present.
6. It is the responder's sole responsibility to print and review all pages of their proposal document, attachments, questions and their answers, addenda and special notices.
7. All documents relating to this proposal, including but not limited to, the proposal document, questions, and their responses, addenda and special notices will be posted under the RFP number on the Van Zandt County Auditor's website and available for download by responders and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.
8. Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondents will be notified and will advise Van Zandt County Auditor as to the disposition of the RFP, either by pick up, return at respondent's expense, or destroyed with written authorization by respondent. If proposals are sent by mail to the Auditor, the respondent shall be responsible for actual delivery of the proposal to the Auditors Office before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service or in the internal mail system of Van Zandt County beyond the date and hour set for the RFP opening, RFPs thus delayed will not be considered and will be disposed of as authorized.
9. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Van Zandt County will not be responsible for errors made by the respondent.

10. Project Timetable:

- a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.
- b. Proposals must be received no later than 2:00 p.m. Central Standard Time (CST) on May 6, 2025 (“Response Due Date”) at the location specified.

Release RFP	Sunday, April 13, 2025
Deadline for Submission of Proposals	Tuesday, May 6, 2025 2:00pm

Standard Terms and Conditions

Proposals are solicited for **“RFP 25-01 Engineering Analysis Services”**. **By returning this proposal with price(s) quoted and forms executed, Respondent’s certify and agree to the following:**

1. Alternate proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Van Zandt County, Texas, Auditor a request for clarification. Such requests must be received a minimum of five (5) business days prior to the scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Van Zandt County of the proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Van Zandt County may be entitled by law or in equity, or elsewhere under this proposal or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Van Zandt County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the proposal. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate the Respondent’s qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
5. Invoices and statements shall be sent to the Van Zandt County Treasurer, 121 E. Dallas St., Room 101, Canton, Texas 75103. Payments are processed after verification that the services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Van Zandt County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Van Zandt County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Van Zandt County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Van Zandt County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Van Zandt County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
11. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Van Zandt County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Van Zandt County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
14. Funding Clause – Payments required to be made by Van Zandt County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Van Zandt County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Van Zandt County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Auditor. Thereupon, Van Zandt County will be released from its obligation and make further payments.
15. Van Zandt County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Van Zandt County will not pay additional taxes, surcharges or other fees not included in proposal prices.

16. Van Zandt County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Van Zandt County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the County Auditor and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.
21. Van Zandt County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Van Zandt County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Van Zandt County shall not be liable for loss or reduction of any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Van Zandt County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers, and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Van Zandt County shall support, encourage, and implement steps toward our common goal of establishing equal opportunity for all citizens of Van Zandt County.
24. Respondents must agree to provide the following information as part of this proposal:
 - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
25. Van Zandt County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to

award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Van Zandt County Commissioners Court. Van Zandt County reserves the right to award multiple contracts as necessary and in the best interest of the County.

26. Van Zandt County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for proposal are solely those of the Respondent. Van Zandt County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Van Zandt County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Van Zandt County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Respondent understands and agrees that in returning a response to this proposal that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized /awarded by the Van Zandt County Commissioners Court.
30. Proposals will not be considered if submitted by telephone, facsimile, email, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities – Van Zandt County may, by written notice to the respondent, cancel this contract without liability to respondent if it is determined by Van Zandt County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Van Zandt County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Van Zandt County pursuant to this provision, Van Zandt County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by respondent in providing such gratuities.
32. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.
33. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the

settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by respondent without the written permission of the County. Any attempted assignment or delegation by respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Laws – 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.
38. Advertising – Respondent shall not advertise or publish, without County’s prior consent, the fact that the County has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Van Zandt County, Texas.
41. No negotiations, decisions, or actions shall be executed by the respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each Respondent’s proposal, including specifications shall remain valid for a minimum of sixty (60) calendar days from the Proposal due date.
43. All documents submitted as part of the Respondent’s offering will be deemed confidential during the evaluation process.
44. Subcontracting – The Respondent must function as the single point of responsibility for the Agency. No Respondent shall submit a proposal comprised of separate pricing from multiple subcontractors.
45. Investigation of Conditions – Before submitting a proposal, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award – Van Zandt County reserves the right to reject any and all proposals and to waive any minor informality or irregularity in a proposer’s response if deemed in the best interest of the County. Award of

contract (if any) resulting from this proposal will be made only by written authorization from Van Zandt County Commissioners Court.

47. Conflict of Interest – No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics – The respondent and/or respondent’s representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Van Zandt County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All hardware of any other item offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions – Whenever an article or material is defined or used in the Proposal specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum – Any interpretations, corrections, or changes to this Proposal and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Van Zandt County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the proposal. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
53. Patents / Copyrights – The successful respondent agrees to protect Van Zandt County from claims involving infringements of patents and/or copyrights.
54. Auditor as Contract Administrator – The Auditor will serve as sole liaison between the Van Zandt County Commissioners Court and affected Van Zandt County Departments and the successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Auditor authorized to communicate, by any means, information or suggestions regarding or resembling this proposal throughout the proposal process. The Auditor has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondents will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - a) Name and address of successful respondent.
 - b) Name and address of receiving department and/or location;
 - c) Van Zandt County Purchase Order number; and
 - d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address / location of services rendered, as applicable.

56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must show all information as stated above, and will be issued for each purchase order.
58. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful respondent within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty – Successful respondent shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
60. Remedies – The successful vendor and Van Zandt County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. Silence of Specification – 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 commercial practices may prevail. All interpretations of these specifications shall be made on the basis of this statement.
62. The Respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Auditor and approved by the County before work commences.**
63. Standard Insurance Policies Required:
- a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Van Zandt County.
- e) All insurance policies shall be furnished to Van Zandt County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Van Zandt County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a) General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

64. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer’s policy (the Contractor’s or subcontractor’s policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker’s compensation insurance shall include the following terms:

- a) Employer’s Liability limits of \$500,000 for each accident is required.
- b) “Texas Waiver of Our Right to Recover from Others Endorsement” shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage (“certificate”) – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker’s Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

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 governmental entity.

Persons providing services on the project (“subcontractors” in section 406.096 of the Texas Labor Code) – 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 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 projects. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. “Services” does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 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 governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverages for all persons; and
 2. No later than seven (7) calendar 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.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar 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.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's 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.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Van Zandt County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide 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.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Van Zandt County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

Scope of Work

VAN ZANDT COUNTY JAIL & SHERIFF OFFICE ENGINEERING ANALYSIS SERVICES

Van Zandt County ("VZC") is seeking proposals from qualified firms to perform an engineering study and assessment of the county owned jail and Sheriff office to determine if the current structure is suitable for renovation and expansion. The Van Zandt County Jail and Sheriff Office is located at 1220 W. Dallas Street, Canton, TX 75103. The facility was completed and occupied in 1992.

Provide detailed inspections and assessments of the facilities and major components as specified herein by architectural, building trades, and/or engineering professionals or other equivalent facility assessment professionals to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action. The respondent will provide a project review that is to be included in the assessment and a proposed schedule. Copies of the building floor plans and maintenance history records where available will be made available to the contractor.

On-Site Facility Condition Assessment

Conduct a detailed on-site condition assessment for the facility. The assessment should be structured and include all necessary information to assign an industry-standard building system classification.

The on-site assessment will include entering accessible roof tops, crawl spaces, and attic spaces.

The on-site assessment will be performed using both component-level and system-level inspection methods. The assessment team(s) will evaluate each asset to determine whether there is sufficient evidence to warrant complete replacement of the system, or if repairing only portions of the system is preferable or more cost-effective.

The following minimum assessments will be accomplished:

1. Identify all major maintenance, repair, and replacement requirements including recommendations for more efficient operations.
2. Recommend upgrades and improvements where applicable, considering efficiency and environmental improvements.
3. Perform a thorough visual assessment of all architectural, civil/structural, mechanical, electrical, fire, plumbing, and sewer components/systems of the facility.
4. Identify and report all significant civil, structural, roofs, mechanical and electrical deficiencies and recommended upgrades and improvements.
5. Identify and immediately report to the County components or situations that are considered urgent (endangering life and/property).
6. The facility condition assessments will focus on the following property elements:
 - a. Substructure – foundations, basements
 - b. Building envelope – exterior siding, curtain wall windows, exterior doors, windows
 - c. Interior Construction - walls, doors, flooring, visible structural components, ceilings and ceiling systems
 - d. Interior Finishes: Flooring, wall coverings, ceiling tiles
 - e. Lighting
 - f. Health/Fire/Life Safety systems, emergency egress lighting
 - g. Disabled Accessibility – ADA requirements
 - h. Heating, Ventilation and Air Conditioning
 - i. Plumbing Systems
 - j. Building Electrical and Service Distribution
 - k. Site Electrical and Service Distribution
 - l. Fire Suppression
 - m. Special Electrical Systems and Emergency Power
 - n. Roadways, parking lots, sidewalks, exterior lighting
 - o. Water (not irrigation), sanitary and storm sewers

p. HVAC Building Control Systems

q. Security System

Analysis of Facility Condition Assessment

The respondent shall conduct an onsite facility assessment to evaluate, analyze, and identify conditions and deficiencies of the items listed above. Each deficiency and project shall be prioritized and classified as noted below:

Deficiency Priorities

Each deficiency shall include the following decision-making classifications prioritizing each action according to its criticality and classification type:

Priority 1 Essential Improvement

Conditions in this category require immediate action to:

- _Correct a cited safety hazard
- _Stop accelerated deterioration
- _Return a facility or equipment to operation

Priority 2 Potentially Essential Improvements

Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:

- _Intermittent operations
- _Rapid deterioration
- _Potential life safety hazards

Priority 3 Necessary - Not yet critical

Conditions in this category require appropriate attention to preclude deterioration or potential downtime and the associated damage or higher costs if deferred further.

Priority 4 Recommended

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

Priority 5 Appearance

Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

Priority 6 Does Not Meet Current Codes/Standards – “Grandfathered”

Conditions in this category include items that do not conform to existing codes, but are “grandfathered” in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

Facility Condition Assessment Report

Using the data collected during the on-site facility condition assessment and analysis, the respondent shall provide a comprehensive condition assessment report for the facility.

Cost of Assessment

Respondent will provide an estimated cost for the assessment and analysis and breakdown of any additional costs that may be incurred in the inspection process.

PROPOSAL FORMAT & CONTENT

The proposal must include the following information. Submittals will include the requested information in the order noted and tab/bookmark separated for clarity:

1. Transmittal Information

Firm's name, address, telephone number and lead contact person name and email address.

2. References/Experience

- a. Three client references for similar projects in size and scope successfully completed by the proposing firm or individual within the last five years. Briefly describe each project and for each reference provide up-to-date individual contact name with e-mail and phone number.
- b. Describe qualifications and experience to perform the work described in the Scope of Work. Experience should include direct experience with the specific subject matter, noting state or local government experience if applicable. Include information and examples which demonstrate successful and reliable past performance.

3. Qualifications/Experience of Key Personnel

- a. Qualifications and experience of key personnel who will be assigned to this project. This includes personnel to perform management of the project and individuals that will have the most contact with the Village during this project and any proposed subcontractors. Identify each by their proposed role and include for each their name and up-to-date, pertinent resume.
- b. If the project is to be accomplished through an affiliation or joint venture, the names and addresses of those firms must be furnished, including the roles and responsibilities for each. Additionally, for each affiliated firm or joint venture participant, the information regarding experience and qualifications described in (a) above, must be provided.

4. Deficiency Priorities: 1~6

5. Facility Condition Assessment Report

Using the data collected during the on-site facility condition assessment and analysis, the respondent shall provide a comprehensive condition assessment report for the facility.

6. Cost of Assessment

Respondent will provide an estimated cost for the assessment and analysis and breakdown of any additional costs that may be incurred in the inspection process.

All inquiries are to be directed to cgazda@vanzandtcounty.org. Interested firms shall submit **four** copies of the proposal **AND** one electronic PDF copy on flash drive.

SITE VISIT

Due to security concerns, on-site visitation of the jail premises is limited and is set for Tuesday, April 22, 2025 at 11:00 am CST for all respondents. All respondents who plan to attend must coordinate with the Auditor's office before that date. Please email Catherine Gazda at cgazda@vanzandtcounty.org to confirm you will be coming to the on-site visit and what company you represent.

THE PROPOSALS RECEIVED WILL BE EVALUATED AND SCORED ACCORDING TO THE FOLLOWING CRITERIA:

	Criteria	Maximum Points
1.	Related Experience	45
2.	Work Performance	45
3.	Experience with the County	10
	Total Possible	100

Scoring of the RFP will be conducted by a committee of Van Zandt County officials and employees appointed by the Commissioners Court.

DEFINITION OF CRITERIA:

RELATED EXPERIENCE: Speaks to the level of experience (past/present projects) the responding firm or individual has with working on similar projects. This would include the viewing of similar projects by the County and the satisfaction of the appearance and function of past/present projects.

WORK PERFORMANCE Speaks to the level of satisfaction that the responding firm's present/past client's display for the firm's/individual's present and past performances.

PAST EXPERIENCE WITH THE COUNTY Speaks to the experience the firm has if any with the County in the past. This may include positive and or negative experiences.

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Certification of Eligibility

By submitting a proposal in response to this solicitation, the respondent certifies that at the time of submission, he/she is **not** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the respondent will notify the Van Zandt County Auditor Office. Failure to do so may result in terminating this contract for default.

Signature: _____

Date: _____

Printed Name/Title: _____

Company Name: _____

Company Address: _____

Phone #: _____

Proposal Signature Form

The undersigned agrees this proposal becomes the property of Van Zandt County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself / herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items / services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other respondent, nor any employee of Van Zandt County, and that the contents of this proposal has not been communicated to any other respondent or to any employee of Van Zandt County prior to the official opening of this proposal.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this proposal package. **Failure to sign and return this form will result in the rejection of the entire proposal.**

Signature: _____

Company Name:			
Address:			
City, State, Zip:			
Phone	Office:	Fax:	
	Cell:	Email:	
Printed Name:			
Job Title:			

Certification and Representations MWBE Status

_____ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNER BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

A copy of the certification from _____ is attached.

**** NOTE ****

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful respondent) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Van Zandt County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

MEMORANDUM

To: Vendors of Van Zandt County, Texas

From: Catherine Gadza, Auditor

Re: Conflict of Interest Form (CIQ)

Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Van Zandt County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please **DO NOT** complete this form if you do not have a viable conflict. If you have any questions, please contact the Van Zandt County Auditor at 903-567-2171.

Original, completed forms should be sent / mailed to the Van Zandt County Auditor and/or emailed to cgadza@vanzandtcounty.org and should be included, if applicable, in your response.

**Van Zandt County Auditor
121 E. Dallas, St., Room 102
Canton, Texas 75103**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law:

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Van Zandt County (County Clerk) no 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, Texas Local Government Code.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Selected vendor will be required to complete 1295 form prior to contract award

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.