

COOKE COUNTY REQUEST FOR PROPOSAL FY22-05 BROADBAND EXPANSION



COOKE COUNTY REQUEST FOR PROPOSAL PACKET

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SECTION I: NOTICE TO RESPONDENTS

**COOKE COUNTY AUDITOR
COOKE COUNTY COURTHOUSE
101 SO. DIXON STREET
GAINESVILLE, TEXAS 76240
PHONE: 940-668-5431 FAX: 940-668-5442**

LEGAL NOTICE TO RESPONDENT

By order of the Commissioners Court of Cooke County, Texas, the County Auditor will receive sealed responses until **2:00 P.M., FRIDAY, JULY 29, 2022** for Countywide Broadband Coverage Enhancement. Funds for payment have been provided through the Cooke County budget approved by the Commissioners' Court for the fiscal year. Complete response specifications are available at the Cooke County Auditor's Office or on Cooke County's website: www.co.cooke.tx.us. Sealed responses must be addressed to Cooke County Auditor's Office, 101 South Dixon, Gainesville, Texas 76240. No electronic responses will be accepted. Sealed responses must be in the office of the County Auditor on or before **2:00 P.M., FRIDAY, JULY 29, 2022** in an envelope plainly marked "Response No. FY 22-06 – Broadband". Responses will be opened in the Cooke County Commissioners Courtroom located at 101 South Dixon St., Gainesville, Texas, 76240, at **2:00 P.M., FRIDAY, JULY 29, 2022**. Cooke County shall evaluate the responses based on all factors described herein. Cooke County reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, and accept the response or portions of the response determined to be the best value to Cooke County. Following applicable local, state, and federal procurement regulations, the Contract will be awarded to the Respondent who provides the best value to Cooke County.

SECTION II: TERMS AND CONDITIONS

COOKE COUNTY, TEXAS TERMS AND CONDITIONS

1. Responses must give full company name and address of the Respondent. Failure to manually sign response will disqualify response.
2. All Respondents must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Cooke County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Cooke County, Texas reserves the right to accept or reject any and/or all Responses for any or all products and/or services covered in a Request for Proposal and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cooke County.
4. All responses shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the response and name. A hard copy paper form submittal shall be signed by a person having the authority to bind the firm in a contract. Submittals shall be mailed, or hand delivered to the Cooke County Auditor's Office.
5. Sealed responses will be opened on the date set forth in the Notice to Respondent and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a respondent regarding any part of the response must be requested in writing from the Auditor's Office not less than five (5) business days before response closing. Interpretations, corrections, or changes to the response made in any other manner are not binding upon the County, and respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to debbie.bryant@co.cooke.tx.us or faxed to Cooke County at 940.668.5442. The fax must clearly identify the respondent's company name, point of contact and response number. Any written information given to one respondent concerning a response will be furnished as an addendum to all respondents who have been issued a response.
7. Responses may be withdrawn before the due date for submission. Written notice of withdrawal shall be provided to the Auditor's Office in hard copy. No response may be withdrawn after opening time without reasonable exception in writing and only after approval by Cooke County.
8. The requirement to furnish a Response Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Response Specifications.
9. If ownership of your firm should change during the term of this contract, Cooke County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Cooke County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
10. Cooke County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
11. Respondents are responsible for including all pertinent product data in the returned response package. Literature, brochures, data sheets, specification information, completed forms requested as part of the response package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the response, must also be in the returned response package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Response.
12. The response will be awarded based upon the criteria set forth in this Request and in the best interest of Cooke County. Contracts may be awarded to more than one respondent if it is in the best interest of Cooke County.

13. All respondents will comply with all Federal, State, and local laws relative to conducting business in Cooke County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this response, its award, and any contract entered into.
14. The successful respondent agrees, by entering into this contract, to defend, indemnify and hold Cooke County harmless from any and all courses of action of claims of damages arising out of or related to respondent's performance under this contract.
15. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cooke County.
16. Successful Respondent shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Cooke County, Accounts Payable, 101 S. Dixon, Gainesville, Texas 76240.
17. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the response invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
18. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
19. Respondent and respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cooke County as an indirect party to any suit arising out of personal or property damages resulting from respondent's performance under this agreement.
20. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
21. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Cooke County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Respondents shall acknowledge receipt of all addenda.

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the response conditions and specifications and I hereby accept the provisions of the terms and conditions included in the response specifications.

Respectfully submitted:

Legal Name of Respondent

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence)	City	State	Zip Code
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Complete Remittance Address (if different from above)	City	State	Zip Code
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Telephone Number	Fax Number
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Authorized Representative's Email Address

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

Cooke County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

SECTION III: CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

For vendor or other person doing business with local governmental entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

SECTION IV: SPECIFICATIONS AND CONDITIONS FOR RESPONSE



COOKE COUNTY, TEXAS

SPECIFICATIONS AND CONDITIONS FOR RESPONSE

PROPOSAL CONTENT: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Request for Proposals. The Respondent's proposal should include all of the information that the Respondent considers pertinent to its qualifications for the project, and which respond to the Scope of Work contained herein. The proposal should, at a minimum, include:

1. The Respondent's headquarters, nearest offices, applicable phone, facsimile numbers, email addresses of designated points of contact, and any other pertinent information relative to the size and organizational structure of the Respondent's company.
2. A brief narrative of the Respondent's history as an organization, including any previous names and/or acquisitions
3. A written narrative describing the Respondent's intention to provide services in response to the requirements contained herein. It must be clear from the proposal that the Respondent has adequate personnel, knowledge, and capabilities to satisfy the stated needs. The narrative should clearly identify any proposed services the Respondent believes could be productive for achieving the County's goals for this project. Further, the narrative should also include any proposed funding strategies for the implementation of the proposed solution(s).
4. The Respondent's availability for the commencement of work for this project and a detailed timeline for the implementation of proposed solutions.
5. The itemized costs for any products, solutions, equipment, installations, or other anticipated expenses, where possible.
6. Three (3) references including a point of contact, position within the organization, the organization name, phone number, email address, and a description of the project or service performed for the organization. Preference will be given to local government organizations, but other entities may be submitted as references as appropriate.

PROPOSALS REQUESTED:

Cooke County is seeking TWO (2) proposals from qualified firms to enhance upon existing infrastructure and capacity for connectivity, and short and long-term implementation strategies for an improved broadband network in Cooke County. Respondents may respond to either or both of the TWO (2) proposals request. To the extent that improvements can be broken down by geographical areas, please indicate as such.

Proposal Request A: Assuming a county-match at the following levels: \$500,000, \$1,000,000, \$2,000,000, \$3,000,000, \$4,000,000, \$5,000,000, provide a tactical specified plan for serving current UNSERVED households. Explain and detail the plan, methodology and timing, at each funding level.

Proposal Request B: Assuming a county-match at the following levels: \$500,000, \$1,000,000, \$2,000,000, \$3,000,000, \$4,000,000, \$5,000,000, provide a tactical specified plan for serving current UNDERSERVED households. Explain and detail the plan, methodology and timing, at each funding level.

Definitions: **UNSERVED households** mean those households who do not currently have access to reliable broadband speeds of at least 25/3 megabits per second (Mbps). **UNDERSERVED households** mean those households who do not currently have access to reliable broadband speeds of at least 100/20 Mbps.

LIST OF EXCEPTIONS: The Respondent shall attach to the response a list of any exceptions to the specifications or requirements, on a point-by-point basis.

ANTICIPATED TERM OF CONTRACT: The anticipated term for the proposed contract is for the duration of the project unless otherwise stated.

EVALUATION AND CRITERIA: The Respondent selected will be the Respondent whose qualifications and proposal, as presented in the response to the Request for Proposal, represent the best value to the Cooke County Submissions may be evaluated by the Cooke County and/or Staff with input from the members of the Cooke County Broadband Advisory Committee. The criteria for evaluation and selection of the successful Respondent(s) for this award will be based on factors listed herein. Following the initial review and screening of all proposals, one or more Respondents may be invited to participate in an oral interview or presentation of their proposal. These interviews or presentations provide an opportunity for the Cooke County Broadband Advisory Committee and/or the Commissioners Court to ask additional questions and the Respondent to clarify the proposal to ensure material understanding. Thereafter, staff and the Cooke County Broadband Advisory Committee will make a recommendation regarding an award of Contract to Cooke County Commissioners Court who will make the final decision. However, the County reserves the right to recommend award of a Contract without conducting interviews. The Commissioners Court may consider the information offered in these presentations along with the formal evaluations presented by Staff before the actual award of an agreement. In determining whether and to whom to award a contract, the Cooke County will base its selection on a point system to evaluate the responses and will consider the following:

SELECTION CRITERIA WEIGHTED VALUE: Each of the TWO (2) proposal request above will independently be scored at each funding level based upon the following criteria and possible points.

Expanding Service to Requested Households	500
Ability to increase service to unserved/underserved households at funding level	
Resiliency of Proposed Deployment	200
Reliability and capacity to handle expanded service area	
Reputation, Stability, and References of the responding entity	200
Partnership Exploration	100
Leveraging partnerships with existing infrastructure providers	
Total Points Possible	1000

Respondents shall include with the proposal all information and qualifications to allow the County and Cooke County Broadband Advisory Committee to evaluate the proposal in accordance with this section and the evaluation criteria listed here. Cooke County reserves the right to request additional post proposal information from any or all Respondents to assist in evaluating the proposal based on the selection criteria. Cooke County reserves the right to reject any or all proposals. Cooke County reserves the right to waive any or all irregularities in proposals.

AWARD OF CONTRACT: The successful Respondent shall enter into an Agreement with Cooke County, subject to negotiations. The responses to this Request for Proposal may be shared with other entities seeking a similar project. Redacted or confidential information will only be shared with the express written permission of the Respondent.

RIGHT TO REJECT/AWARD: Cooke County reserves the right to reject any or all responses, to waive any or all formalities or technicalities, and to make such awards of a contract to the Respondent of best value. County may, by written notice to the Respondent, reject any solicitation after it is determined by the Cooke County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to an officer, employee, or member of the governing body to secure a contract or to secure favorable treatment with respect to the award or amendment of the Request for Proposal.

RESTRICTIONS ON COMMUNICATION: Other than formal avenues outline above, Respondent(s) are prohibited from communicating with: 1) the Cooke County Commissioners and County staff regarding the Request for Proposal or proposals from the time the Request for Proposal has been released until the contract is posted as Commissioners Court agenda item, and 2) County employees from the time the Request for Proposal has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the Request for Proposal or proposal submitted by Respondent. Violation of this provision by Respondent or its agent may lead to disqualification of Respondent’s proposal from consideration.

SOLICITATION COSTS: Issuance of this Request for Proposal does not commit Cooke County, in any way, to pay any costs incurred in the preparation and submission of a response. All costs related to the preparation and submission of this Request for Proposal shall be borne by the Respondent.

EQUAL EMPLOYMENT OPPORTUNITY: Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws. **INDEPENDENT CONTRACTOR** It is

expressly understood and agreed by both parties hereto that Cooke County is contracting with the successful Respondent as an independent contractor. The parties hereto understand and agree that Cooke County shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind Cooke County. Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of Cooke County. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent on contract. Cooke County shall have the right of inspection of said undertakings at any time.

WARRANTIES: Respondents shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. The Respondent shall warrant that any equipment furnished, or work performed shall be free from defects in design, materials, workmanship, and will give successful service under the specified operating conditions. Furthermore, the Respondent agrees, upon notice from Cooke County to make good all defects in design, materials, or performance developing in the materials or equipment under its intended use for at least twelve (12) months from the date of installation and initial operation, or the manufacturer's warranty whichever is a greater length of time. If the equipment must be returned to the factory under warranty, the Respondent shall be responsible for delivery charges both to and from the factory. **INDEMNIFICATION TO THE FULLEST EXTENT PERMITTED BY LAW, THE RESPONDENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COOKE COUNTY AND EACH COMMISSIONERS COURT MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (COOKE COUNTY AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY"), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) TO WHICH ANY SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER ("CLAIMS"), INSOFAR AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY THE RESPONDENT, ITS OFFICERS, EMPLOYEES, 10 AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.**

CONFIDENTIAL INFORMATION: Any information deemed to be confidential or proprietary by the respondent should be clearly annotated on the pages where confidential or proprietary information is contained. Cooke County cannot guarantee that it will not be required to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential or proprietary by the responder may not be confidential or proprietary under Texas Law, or pursuant to a Court order. If the Respondent has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the County Judge or his designee shall examine the request in the submission to determine its validity. If the information so identified is determined to meet the exceptions of the Public Information Act, Cooke County will make all reasonable efforts to withhold such material from public disclosure, including forwarding the information to the Attorney General for decisions related to any written requests for information. The decision about whether the information is protected by an exemption of the Public Information Act will be final. Information contained in proposals not awarded a contract is not open to public inspection until award and will not be revealed to other Respondents until after award of the contract. According to SB 943, Cooke County must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; the identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor's performance on the contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for nonperformance, must generally be released under the Public Information Act. Should the successful Respondent be

awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful Respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances, and regulations of Cooke County, and any applicable federal laws and regulations relating to confidentiality.

JURISDICTION AND VENUE: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any or all obligations and payments are due and performable and payable in Cooke County, Texas. 11 The parties agree that the exclusive venue for purposes of any or all lawsuits, cause of action, arbitration, or any other dispute(s) shall be in Cooke County, Texas.

SECTION VI: HB1295/W-9

1. The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by Commissioner's Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please submit your completed and notarized form with your response packet.

2. Please submits a copy of a W-9 for your company with your response packet.

House Bill 89 VERIFICATION

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, after being duly sworn by the undersigned notary, 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 Cooke 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 sole proprietorship, 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.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

COOKE COUNTY PURCHASING DEPARTMENT

CHAPTER 2252 CERTIFICATION

On this day, I _____, the Purchasing Agent for Cooke County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

REQUEST FOR PROPOSAL or PO number

CERTIFICATION CHECK PERFORMED BY:

PURCHASING AGENT

DATE