



Hutchinson County

P.O. Box 850 Stinnett, Texas 79083 (806) 878-4015
Lesha Krieg, County Auditor

June 24, 2024

Re: Request for Bid – Hutchinson County Airport – Manufactured Home

Dear Service Providers:

Attached is a copy of Hutchinson County's Request for Bids for the purchase of a manufactured home for the Hutchinson County Airport. The submission requirements for this bid are stated on page 1 of the request.

Please mark sealed envelope "AIRPORT - HOUSE" and submit to:

Lesha Krieg
Hutchinson County Auditor
P.O. Box 850
515 S. Main St. #206
Stinnett, TX 79083-0850

Submission Deadline: July 15, 2024 at 10:00 A.M.

Any questions regarding the project or to set up an onsite meeting, please contact Baltazar Medrano, Airport Manager at (806) 886-2378 or by emailing bmedrano@hutchinsoncnty.com.

Sincerely,

Lesha Krieg
Hutchinson County Auditor

REQUEST FOR BID

BY ORDER OF the Commissioners' Court of Hutchinson County, Texas, sealed bids will be received for:

MANUFACTURED HOME HUTCHINSON COUNTY AIRPORT

SUBMISSION OF BIDS: Sealed bid shall be submitted to: Lesha Krieg, Hutchinson County Auditor, P.O. Box 850, 515 S. Main St. #206, Stinnett, TX 79083

DEADLINE FOR SUBMISSION: **July 15, 2024 at 10:00 A.M.**

BID OPENING: **July 15, 2024 at 10:00 A.M. - County Auditor's Office, 515 S. Main St. #206, Stinnett, TX**

MARK SEALED ENVELOPE: **Airport - House**

REQUIRED ATTACHMENTS:

1. **Exhibit A: AFFIDAVIT**
2. **Exhibit B: VENDOR REFERENCES**
3. **Exhibit C: RESIDENCE CERTIFICATION**
4. **Exhibit D: CERTIFICATION OF ELIGIBILITY (if applicable)**
5. **Exhibit E: CONFLICT OF INTEREST QUESTIONNAIRE (if applicable)**

This INVITATION FOR BID and accompanying SPECIFICATIONS are for your convenience in bidding the enclosed referenced products and/or services for Hutchinson County.

All bids MUST be received in the Hutchinson County Auditor's Office BEFORE the opening date and time. Hutchinson County appreciates your time and effort in preparing a bid. 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.

SCOPE OF BID

1. Hutchinson 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."
2. It is our policy **not to** furnish bid results over the phone. Bid results and tabulation sheets can be requested from the Hutchinson County Auditor's Office after the bid is awarded by Commissioners' Court.
3. IT IS UNDERSTOOD that the Commissioners' Court of Hutchinson 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 Hutchinson County.
4. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to Hutchinson County, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so.

TAXES

1. As a governmental subdivision, Hutchinson County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties, by law. Hutchinson County will furnish, upon request, sales tax exemption forms to the bidder that is awarded bid. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the state. Such costs must not be included in bid prices.
2. HUTCHINSON COUNTY TAXES: If the Bidder subsequently becomes delinquent in the payment of Hutchinson County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Bidder is delinquent in payment of Hutchinson County taxes at the time of invoicing, Contractor assigns any payments to be made under this contract to the Hutchinson County Tax Assessor-Collector for the payment of delinquent taxes.

GENERAL CONDITIONS

1. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract, and marked clearly "**AIRPORT-HOUSE**" on the outside as outlined in the specifications.
2. Hutchinson County will evaluate and award bid based on *lowest and best bid meeting specifications*. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Hutchinson 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.
3. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit price
 - b. Extended price
 - c. Special needs and requirements of The County
 - d. Results of testing samples (if required by The County)
 - e. Delivery
 - f. The County experience with products bid
 - g. Bidder's past performance record with The County.
4. Although the cost of products to be provided is an essential part of the bid, The County is not obligated to award a contract on the sole basis of cost but will award to bidder considered to be the best value to the County.
5. The successful bidder should submit itemized invoices with clearly marked remittance copies to the following address, unless otherwise directed;

Hutchinson County Auditor
P.O. Box 850
Stinnett, TX 79083
Accountspayable@hutchinsoncnty.com

6. Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractor, assignees, or any other party. The county will not be liable for payment of invoices received six (6) months after order completion.

BID INFORMATION

1. See Appendix A attached.
2. It is the Bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The **Affidavit (Exhibit A)** must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification Number and signed by an authorized representative of the firm. Failure to provide signature on the Affidavit Form renders bid non-responsive.
3. Bidders are responsible for completing the "**Conflict of Interest Questionnaire (Form CIQ)**". (Exhibit E) if applicable under Texas Local Government Code chapter 176. The completed conflict of interest questionnaire must be turned in with your bid proposal to the Auditor's office, if applicable.
Any questions can be directed to the Texas Ethics Commission in Austin.

INSURANCE REQUIREMENTS

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation – V.T.C.A., Labor Code, Chapter 401 ET. SEQ

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, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Hutchinson County.
- e. All insurance policies shall be furnished to Hutchinson County upon request.

Commercial General Liability

General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.

Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

Underground Explosion and Collapse of buildings and damage to underground utilities: N/A

Excess Liability (Umbrella): N/A

Hutchinson County shall be named as an additional insured.

No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

Shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

Workers Compensation Insurance - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy and V.T.C.A., Labor Code, Chapter 401 ET. SEQ; 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 \$500,000.00 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 110.110 (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:

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.

STATE OF TEXAS }
COUNTY OF HUTCHINSON }

Exhibit A
AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary, or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for
_____ County, Texas

Name of Bidder	_____
Signed by	_____
Title	_____
Address	_____
Phone Number	_____ Vendor Tax ID _____
E-Mail Address	_____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

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

EXHIBIT B
VENDOR REFERENCES

Please list references of past and current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL/BID.***

REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

EXHIBIT C

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Hutchinson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (1) "Nonresident bidder" refers to a person who is not a resident.
- (2) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)

EXHIBIT D

CERTIFICATION OF ELIGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a Statement of Qualifications in response to this solicitation, the Respondent certifies that at the time of submission, it is **NOT** on the **State of Texas** list of suspended, ineligible, or debarred contractors.

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

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

Authorized Signature

Company Name

THIS FORM MUST BE SIGNED AND THE ORIGINAL COPY RETURNED WITH BID



Hutchinson County

P.O. Box 850 Stinnett, Texas 79083 (806) 878-4015
Lesha Krieg, County Auditor

EXHIBIT E

To: Vendors of Hutchinson County, Texas

From: Lesha Krieg

Re: Conflict of Interest

Questionnaire Vendor;

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable Conflict of Interest with any Hutchinson 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.

By submitting a response to this the 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 Johnson County 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, Local Government Code. Please see attached questionnaire

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

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.

APPENDIX A

SCOPE OF WORK

Vendor/Supplier shall provide one (1) manufactured double-wide mobile home. Price bid shall include delivery and setup onsite at the Hutchinson County Airport.

The structure shall be constructed using known building techniques and standards as noted under federal building code administered by the U.S. Department of Housing and Urban Development (HUD). Structure shall have a numbered certification affixed to the exterior of each section stating that the unit has been inspected in accordance with HUD enforcement procedures and is in compliance with the HUD building code.

LICENSING

Vendor/Supplier shall be licensed as a Manufacturer or Retailer by the Texas Department of Housing and Community Affairs, Manufactured Housing Division. Upon award of purchase order, Hutchinson County may require copies of all licenses and individual certifications noted above.

All services provided shall conform to federal, state, and local requirements.

EPA

Vendor/Supplier shall conform to all EPA, federal, state, and local regulations.

GENERAL SPECIFICATIONS

Square footage: approximately 1,800 sq ft

Number of bedrooms: Three (3)

Bathrooms with showers/bathtubs: Two (2)

Additional rooms:

- Kitchen & dining area
- Living room
- Utility/laundry room

Appliances (to be included):

- Refrigerator
- Stove
- Dishwasher
- Microwave
- Ventahood
- Electric water heater

Frame rails & outriggers:

- Steel shall be American produced and manufactured and fully welded.
- Outriggers must extend to the very edge of the exterior walls.

Walls:

- Exterior studs shall be either 2"x4" or 2"x6" 16" OC. 2"x3" studs are not acceptable.
- Interior studs since they are non-load bearing are acceptable as 2"x2" 24" OC.
- Exterior sheathing shall be either OSB or plywood and wrapped with a Tyvek type product. Thermo-ply product is not acceptable.
- Minimum of a R11 wall insulation

Roof:

- Engineered truss system with laminated ridge beam.
- Fiberglass shingles.
- Eave vents and or ridge vents installed
- Roof cavity shall be filled with cellulose or similar batted or blown type insulation material.

Siding:

- Composite (Masonite) or vinyl siding is acceptable.

Sub-floor:

- Engineered floor joist system.
- Minimum of a R20 floor insulation.
- Nylon reinforced vapor barrier between framework and blanket insulation.

Plumbing:

- Plumbing shall be installed within the sub floor blanket insulation.
- Pex plumbing preferred.
- Plumbing must be fully pressure tested to ensure system integrity with no leaks.
- The water heater shall be integral to the system and electric.

Electrical:

- Electrical wiring shall be installed within stud walls and or below sub floor.
- Where wiring passes through stud walls, steel plates shall be installed to prevent damages.
- Main breaker panels shall be assessable from within the structure and UL listed.
- GFI circuits to be utilized as required in wet areas.

Access steps:

- Manufacturer or Dealer shall supply two (2) sets of standard steps with hand rails for access to the front and back entrances to home.