

County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT
2507 Lee Street, Room 104
Greenville, Texas 75401



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Invitation To Submit Proposal

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

Please return Original Proposal and three (3) copies, subject to Terms and Conditions of this Invitation and other contract provisions, to the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401. Proposals will be accepted until **10:00 A.M. Central Time, Tuesday, April 13, 2021.**

The Hunt County Purchasing Department is willing to assist any contractor in the interpretation of document provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

For additional information, contact Cheryl Lowry, Purchasing Agent in writing/e-mail or by fax at (903) 408-4242 prior to 10:00 A.M. Central Time, Tuesday, April 6, 2021.

READ CAREFULLY

Please quote prices on the articles on the attached proposal sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible offer. Proposals are to be returned sealed in an envelope clearly indicating that a proposal enclosed and reflecting the proposal number.

By submitting this proposal, the undersigned hereby certifies that said proposal has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the contractor to another contractor or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the contractor to fully comply with the terms and conditions of the attached Invitation to Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

By: _____

By: _____

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS PROPOSAL IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this proposal/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**
This page is the Table of Contents.
- 3. **General Requirements**
You should be familiar with all of the General Requirements.
- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire
- Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295) & Changes made to Form 1295
- Implementation of House Bill 89 – No Boycott Israel**
Organization Name Israel Boycott Verification Form
- 5. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.
 - Bid/Proposal Bond & Performance Bond Information & Requirements**
This form applies only to certain proposals/proposals. Please read carefully.
 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of **LOWEST AND BEST PROPOSAL** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

PROPOSAL FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE PROPOSAL NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSALS."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing and signature must be returned with the bid. The completed Israel Boycott Verification Form, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

PROPOSAL RETURNS

Offerors must return all completed proposals to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75403, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. Late proposals will not be accepted.

BONDS

If this proposal requires submission of proposal guarantee and performance bond, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

CONTRACT OBLIGATION

Hunt County Commissioners' Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

DIGITAL FORMAT

If offeror obtained the proposal specifications in digital format in order to prepare a response, *the proposal must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specification *as published* shall control. Furthermore, if an alteration of any kind to the County's proposal specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this proposal project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this proposal/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the contractor. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the contractor to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which proposal items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioners' Court. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any proposal.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to proposal is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any proposal/offer for a Contract for supplies or services and a part of these specifications, that the submission of any proposal/offer in response to this request constitutes a proposal/offer made under the same conditions, for the same price, and for the same effective period as this proposal/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within proposal documents and proposal addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining proposal information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this proposal.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

MAINTENANCE

Maintenance required for equipment proposal should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

MULTIPLE PROPOSAL AWARD

At the discretion of the Commissioners' Court, Proposals may or may not be awarded to a separate vendor. Hunt County reserves the right to con-currently award this proposal to the Second Lowest Proposer. The Second Lowest Proposer may provide services requested by Hunt County in the event that the Low Proposer experiences circumstances, which prevent the Low Proposer from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINEE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal or proposal, that proposal or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential proposers are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this proposal. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal 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 offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR PROPOSALS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date proposals/proposals are due. Contractors with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a proposal, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/09

SPECIAL REQUIREMENTS/INSTRUCTIONS
**Formal Proposal #214-21, Hunt County Justice Center Renovations
on DPS Offices**

1. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2. Certificate of Interested Parties (Form 1295):

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the unsworn declaration printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIAL REQUIREMENTS/INSTRUCTIONS
**Formal Proposal #214-21, Hunt County Justice Center Renovations
on DPS Offices**

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, *
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

SPECIAL REQUIREMENTS/INSTRUCTIONS

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

3. Organization Name – House Bill 89 Verification:

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

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.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

1. Is between a governmental entity and a company with 10 or more full-time employees; and
2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

CERTIFICATE OF INSURANCE REQUIREMENTS

**Formal Proposal #214-21, Hunt County Justice Center Renovations
on DPS Offices**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

**WORKERS COMPENSATION
COVERAGE A (See attachment "F")**

STATUTORY

**EMPLOYERS LIABILITY
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

CERTIFICATE OF INSURANCE REQUIREMENTS

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. 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 certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

CERTIFICATE OF INSURANCE REQUIREMENTS

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all 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 coverage period, 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.
 - (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 (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new 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 by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of 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.

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Hunt County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to Hunt County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Hunt County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to Hunt County within ten (10) days of the award of the contract and before the vendor begins the work.

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

OPENING DATE, TIME, PROCEDURES, CONTACTS

- A. For Renovations to the Hunt County Justice Center on DPS Offices, located at 2801 Stuart Street, Greenville, TX 75401.

The original and three (3) copies must be submitted on or before

10:00 A.M. Central Time, Tuesday, April 13, 2021.

Delivered to:

Hunt County Purchasing Department
2507 Lee Street, Room 104
Greenville, TX 75401

NO FAX OR EMAIL BIDS WILL BE ACCEPTED.

- B. **All responses, including a “NO BID”, are due by the due date.**
- C. **Any response received after the date and hour set for Proposal opening will be returned unopened.**
- D. Proposals may be withdrawn at any time prior to the official opening by notifying Hunt County Purchasing Department in writing. Proposals will be publicly acknowledged at the Purchasing Office on the date and time stated in the cover sheet. Proposers, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and that is clearly and SPECIFICALLY identified as such by proposer. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission. All submitted material is subject to release pursuant to the Texas Public Information Act. Material not specifically and legitimately identified as trade secrets or financial information or other confidential information shall be presumed and treated as not confidential.
- E. **No oral explanation in regard to the meaning of the RFP** will be made and no oral instructions will be given before the award of the contract. Request from interested Respondents for additional information or interpretation of the information included in the Proposal package **should be directed in writing, via email to:**

**Chris Kilmer, Facilities Director
Hunt County
ckilmer@huntcounty.net**

with cc (Carbon Copy) of email to clowry@huntcounty.net

Please contact Facilities Director, Chris Kilmer to acquire a set of the plans. Mr. Kilmer can be reached at (903) 408-4225-office or (903) 355-0403-cell or email ckilmer@huntcounty.net.

- F. The deadline for receipt of written questions shall be Tuesday, April 6, 2021 at 10:00A.M Central Time.
- G. The pre-proposal meeting will be held at the Hunt County Justice Center, 2801 Stuart Street, Greenville, TX 75401, Tuesday, March 30, 2021 at 10:00 A.M Central Time.
This will be the only opportunity to visit the work site.

II. INSTRUCTIONS AND CONTRACT TERMS

- A. Proposal Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of Proposal.
- B. **It is the respondent's sole responsibility to review all pages of the RFP document, attachments, questions and their responses, addenda and special notices. The Respondent Information Form must be signed and returned. Failure to provide signature on this form renders Proposal non-responsive.** Failure to complete and submit all required forms, Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.
- C. **CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION"** and **EACH PAGE** must be marked **"CONFIDENTIAL INFORMATION."** Hunt County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.
- D. The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Hunt County is subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to the RFP is "confidential" will not be treated as such if Hunt County receives a request for a copy of the Proposal. Hunt County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Hunt County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.
- E. Proposals shall be publicly opened to identify the names of Respondents. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Proposals and identified as such.
- F. Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Hunt County reserves the right to waive any irregularities and to make award in the best interest of the County.
- G. Hunt County reserves the right to accept or reject in part or in whole any Proposal submitted, and to waive any technicalities for the best interest of the County. Proposal may be rejected, among other reasons, for any of the following specific reasons:

1. Proposal received after the time limit for receiving Proposals.
 2. Proposal containing any irregularities.
- H.** Respondents may be disqualified and their Proposal not considered, among other reasons, for any of the following specific reasons:
1. Reason for believing collusion exists among the Respondents.
 2. The Respondent being interested in any litigation against the County.
 3. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 5. Respondent shall not owe delinquent property tax in Hunt County.
- I.** Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Hunt County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.
- J.** Hunt County reserves the right to reject the Proposal of any Respondent who has previously failed to perform properly or to complete on time contracts of a similar nature; who is not in a position to perform a contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to sub-proposers, material suppliers, or employees. Respondents shall NOT contact any member of the evaluation committee prior to award by Commissioners Court.
- K.** 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. Proposer shall comply with the provisions of VTCA, Local Government Code Chapter 176 specifically section 176.006 setting forth disclosure requirements for proposers (proposers) and other persons.
- L.** The enclosed Request for Proposal (RFP) and accompanying Specifications are for the responder's convenience in submitting an offer for the referenced products and/or services for Hunt County.
- M.** Awards are usually made in a Regular Session of Hunt County Commissioners Court, following the proposal opening. Results will be sent to those who submitted a proposal. IT IS UNDERSTOOD that the Commissioners Court of Hunt County, Texas reserves the right to reject any or all proposals as it may deem to be in the best interests of Hunt County. Receipt of any proposal shall under no circumstances obligate Hunt County to accept the lowest dollar submission. The award of the contract shall be made to the responsible responder, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the RFP. Hunt County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

- N.** Funds for payment have been provided through Hunt County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Hunt County fiscal year shall be subject to budget approval.
- O.** Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Proposal guaranteeing authenticity.
- P.** Hunt County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by Hunt County Auditor's.
- Q.** The Proposal, accompanying documents, and any negotiated terms, when properly accepted by Hunt County Commissioners Court, shall constitute a contract equally binding between the successful responder and Hunt County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.
- R.** The responder and/or responder'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 Hunt County.
- S.** A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
1. Have adequate financial resources, or the ability to obtain such resources as required.
 2. Have a satisfactory record of performance.
 3. Have a satisfactory record of integrity and ethics; and,
 4. Be otherwise qualified and eligible to receive an award.

Proposer shall submit three (3) references on Vendor References Form. Hunt County may request other information sufficient to determine proposer's ability to meet the minimum standards listed above.

- T.** Award will be based on, but not limited to, the following factors: unit price, total proposal price, delivery date, results of any testing or demonstrations, special needs of Hunt County, prior experience with this or similar products or services, proposer reputation, proposer's past performance record with Hunt County or other counties, an evaluation of the proposer's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Hunt County will award an agreement or contract to the proposer whom, in the judgment of Hunt County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Hunt County is bound to purchase from the responsible proposer who submits the lowest and/or best Proposal.

Proposer shall provide with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

Successful Proposer shall defend, indemnify and save harmless Hunt County and all its officers, agents, employees and architect from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, sub-proposer or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with costs which may be obtained against Hunt County growing out of such injury or damages.

- U. Any contract entered into as a result of this proposal shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a sixty (60) day written notice prior to any cancellation. The successful proposer must state therein the reasons for such cancellation. Hunt County reserves the right to award canceled contract to next best proposer as it deems to be in the best interest of the County.

- V. Hunt County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Hunt County reserves the right to terminate the contract immediately in the event the successful proposer fails to:
 1. Meet completion schedules. **The completion date is August 31, 2021.**
 2. Otherwise perform in accordance with the accepted submission
 3. Submit Verification of Insurance prior to commencement of work;

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

Representative submitting offer affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this Proposal in collusion with any other proposer, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other proposer or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this Proposal is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment Proposal on, or to influence any person to Proposal or not to Proposal thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the Proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

- W. Hunt County Facilities Director, Chris Kilmer, will serve as Contract Administrator and sole liaison between Hunt County Commissioners Court and affected Hunt County Departments and the successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator, unless otherwise authorized by the Hunt County Commissioners Court, 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. Respondent 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.

- X. Payments are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offeror(s) is required to pay sub-proposers within ten (10) days.

III. REQUIRED PROVISIONS

THE FOLLOWING REQUIRED PROVISIONS IN THE FORM SET FORTH BELOW SHALL BE SET FORTH AND SHALL BE INCORPORATED INTO ANY CONTRACT OR AGREEMENT EXECUTED BY COUNTY AND THE SELECTED PROPOSER.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district court in Hunt County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Hunt County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Hunt County cannot enter into an agreement whereby Hunt County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Hunt County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.
6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014; therefore, any provision to the contrary is hereby deleted.
7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.
9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Hunt County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Hunt County whether or not the same are available to the public. It is further understood that Hunt County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Hunt County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Hunt County by Contractor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.
13. The parties understand and agree that under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Hunt County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.
15. Hunt County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.
16. Execution of the contract by Contractor certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
17. The Contractor certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Contractor states that it is not ineligible to receive State or Federal funds due to child support arrearages.
18. The parties agree and understand that these Required Provisions are to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of these Required Provisions and other terms and provisions tendered to Hunt County in the Agreement or other documents, these Required Provisions shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.
19. The Proposer must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name Hunt County as a co- insured. Proposer shall provide evidence of ability to meet all requirements described.

VI. PROPOSED COST

Please provide your cost proposal to accomplish the scope of work. Please note that the Hunt County will not use lowest/best proposal as the sole basis for entering into this contract. The Cost Proposal shall be complete including all materials and installations. Please include and list Bid, Performance & Payment Bonds with proposed cost.

VII. EVALUATION CRITERIA

The following criteria will be utilized to evaluate Qualifications:

Criteria:	Maximum Points:
Experience	30
Capacity to Perform	30
Proposed Cost	30
References	10
Total:	100

At the close of the submittal period, an appointed review committee will review all Proposals. The Review Committee, at its discretion, may conduct interviews.

Hunt County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

Hunt County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates Hunt County in any manner. Hunt County reserves the right to award no Agreement and to solicit additional offers at a later date.

VIII. SCOPE OF SERVICES

This project includes all work shown on drawing and specifications entitled Hunt County Justice Center Renovations prepared by Eikon Consulting Group, LLC issued October 20, 2020. The scope of work includes, but is not limited to the following:

- General Requirements
- Site Construction
- Concrete
- Metals
- Wood and Plastics
- Thermal and Moisture Protection
- Doors and Windows
- Finishes
- Specialties
- Mechanical
- Electrical

PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Hunt County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Hunt County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Hunt County prior to the official opening.

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

Signature

X _____
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____

Name _____

Title _____

Tel. No. _____

Fax No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

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.***

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:

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

**Statement of
No Bid**

If you do not intend to bid, please return this form immediately to: clowry@huntcounty.net or thimes@huntcounty.net

We, the undersigned, have declined to bid on Bid/Proposal# _____

Reason:

_____ Specifications “too tight”, geared toward one brand or manufacturer (explain)

_____ Insufficient time to respond

_____ Specifications unclear (explain)

_____ We do not offer this product or an equivalent

_____ Our product schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

Remarks:

We understand this if this “Statement of No Bid” is not executed and returned, our name may be deleted from the list of qualified bidders.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Signature: _____

Formal Proposal #214-21, Hunt County Justice Center Renovations on DPS Offices

SCHEDULE OF EVENTS

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Event</u>	<u>Date</u>
RFP Issuance	March 20, 2021
Pre-Bid Meeting	March 30, 2021 at 10:00 A.M at 2801 Stuart Street, Greenville, TX 75401
RFP Questions Due	April 6, 2021 at 10:00 A.M
Proposal Due Date	April 13, 2021 at 10:00 A.M.
Proposal Award	April 27, 2021 at 10:00 A.M – Commissioners Court
<u>Completion Scheduled Date</u>	<u>August 31, 2021</u>

Hunt County reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. Hunt County also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions. Vendors shall acknowledge receipt of all addenda in their proposals.

PROPOSAL FORMAT

To enable the Selection Committee to fairly evaluate each proposal, each bidder shall use the following proposal format:

Cover Letter
Table of Contents
Experience
Capacity to Perform (ex: staff and certifications, approach)
Proposed Cost – All inclusive, lump sum
Delivery Schedule - Timeline
References
All required forms outlined in Table of Contents

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.



Organization Name Israel Boycott Verification

I, _____, the undersigned
representative of _____

_____ (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.

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, but does not include a sole proprietorship.*

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

1. *Is between a governmental entity and a company with 10 or more full-time employees; and*
2. *Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.*

Israel Boycott Verification

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

Date