

COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4523 | purchasing@kaufmancounty.net

RFP19-12A: Annual Contract for Electrical Services

Return deadline is no later than: 2:00 p.m., Tuesday, May 7, 2019

Vendor Name: _____

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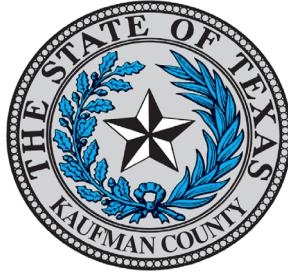
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RFP Number 19-12(A)

LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed bids will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Tuesday, May 7, 2019 at 2:00 p.m.** for the following:

Annual Contract for Electrical Services

The bids will be publicly opened, Tuesday, May 7, 2019 at 2:30 p.m. in the Annex Conference Room located at 100 N. Washington, Kaufman, Texas 75142. Specifications may be obtained in the office of the Purchasing Agent, by telephone at (469)376-4523 or email: purchasing@kaufmancounty.net. All submittals must be clearly addressed to the Purchasing Department and include the RFP name and number on the outside of the envelope / package.

Submittal Deliveries: Kaufman County cannot guarantee, due to internal mail delivery procedures that any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

RFP NAME: Annual Contract for Electrical Services

RFP NUMBER: 19-12(A)

PRE-BID / SITE EVALUATION: 1:00 p.m., April 25, 2019 | Courthouse Annex – Conference Room, 2nd Floor
100 N. Washington | Kaufman, Texas

DUE DATE/TIME: 2:00 p.m., May 7, 2019

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.

Bid Instructions / Requirements

Submission of Proposal / Bids: Original bid document shall be sealed and **marked** RFP 19-12(A) "Annual Contract for Electrical Services". Submission deadline, **2:00 p.m., Tuesday, May 7, 2019.**

Kaufman County | Purchasing Department
Raylan Smith, Purchasing Agent
100 N. Washington
Kaufman, Texas 75142

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this bid / proposal except for questions concerning the proposal by Respondents directed through Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the bid process.
2. **All bids / proposals must be sealed** when returned to Kaufman County.
3. The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by the Kaufman County Purchasing Agent, 100 N. Washington Street, Kaufman, Texas 75142 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection / disqualification.
5. BIDS / PROPOSALS WILL BE received and publicly acknowledged at the Kaufman County Purchasing Department located at the address listed above on **Tuesday, May 7, 2019 by 2:00 p.m.** Vendors, their representatives, and interested persons may be present.
6. **It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.**
7. **All documents relating to this bid including but not limited to, the bid document, questions, and their responses, addenda and special notices will be posted under the Bid number on the Kaufman County Purchasing Department website and available for download by bidders and other interested parties. It is the bidder's / respondent's sole responsibility to review this site and retrieve all related documents prior to the Bid due date.**
8. Any bid / proposal received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise the Kaufman County Purchasing Department as to the disposition of the bid, either by pick up, return at bidder's expense, or destroyed with written authorization by bidder. If bids / proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Kaufman County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.
9. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Kaufman County will not be responsible for errors made by the bidder.

10. Project Timetable:

- a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.
- b. Proposals must be received no later than **2:00 p.m.** Central Standard Time (CT) on **Tuesday, May 7, 2019** ("Response Due Date") at the location specified.

Release RFP	Wednesday, April 10, 2019
Pre-bid / Site Evaluation(s)	1:00 p.m., Thursday, April 25, 2019
Deadline for written questions	Thursday, April 30, 2019
Deadline for Submission of Proposals / Bids	2:00 p.m., Tuesday, May 7, 2019

Standard Terms and Conditions

Bids / Proposals are solicited for "Annual Contract for Electrical Services". **By returning this proposal with price(s) quoted and forms executed, Respondent's certify and agree to the following:**

- 1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Kaufman County, Texas, Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date.
- 2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
- 3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
- 4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
- 5. Invoices and statements shall be sent to the Kaufman County Purchasing Department, 100 N. Washington Street, Kaufman, TX 75142. Payments are processed after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage. Waiver and Release on Final Payment

will become a part of final invoice and payment for each project. Signer must warrant subcontractors, materialmen, and suppliers have been paid in full.

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

16. Kaufman County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Kaufman County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be execute after determination of the award.
20. Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter form an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
21. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Kaufman County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers, and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Kaufman County shall support, encourage, and implement steps toward our common goal of establishing equal opportunity for all citizens of Kaufman County.
24. Respondents must agree to provide the following information as part of this proposal / bid:
 - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.

- List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
 - Current fiscal year-end and year-to-date financial statements.
25. Kaufman County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
 26. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
 27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
 28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Kaufman County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
 29. Bidder understands and agrees that in returning a response to this proposal / bid that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
 30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, facsimile, email, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
 31. Gratuities – Kaufman County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Kaufman County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
 32. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
 33. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such

Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising – Seller shall not advertise or publish, without Buyer’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor’s bid, including specifications shall remain valid for a minimum of sixty (60) calendar days form the Bid / Proposal due date.
43. All documents submitted as part of the vendor’s offering will be deemed confidential during the evaluation process.
44. Subcontracting – The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate pricing from multiple subcontractors.

45. Investigation of Conditions – Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award – Kaufman County reserves the right to reject any and all bids and to waive any minor informality or irregularity in a proposer’s response if deemed in the best interest of the County. Award of contract (if any) resulting from this bid will be made only by written authorization from Kaufman County Commissioners Court.
47. Conflict of Interest – No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics – The vendor and/or vendor’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 Kaufman County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions – Whenever an article or material is defined or used in the BID / Proposal specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum – Any interpretations, corrections, or changes to this Bid / Proposal and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the bid / proposal. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
53. Patents / Copyrights – The successful vendor agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
54. Purchasing Agent as Contract Administrator – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court and affected Kaufman County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Purchasing Agent authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. The Purchasing Agent 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. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
 - a) Name and address of successful vendor;

- b) Name and address of receiving department and/or location;
- c) Kaufman County Purchase Order number; and
- d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address / location of services rendered, as applicable.

56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must show all information as stated above, and will be issued for each purchase order.
58. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty – Successful vendor shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
60. Remedies – The successful vendor and Kaufman County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made on the basis of this statement.
62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**
63. Standard Insurance Policies Required:
- a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy
- General Requirements applicable to all policies:
- a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - c) "Claims Made" policies will not be accepted.
 - d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.

- e) All insurance policies shall be furnished to Kaufman County upon request.

Commercial General Liability

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

Automobile Liability

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

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

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

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

Definitions:

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

Duration of the project – includes the time from the beginning of the work on the project until the Contractor’s/ person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in section 406.096 of the Texas Labor Code) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. “Services” does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor

Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the

duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

Bonding Requirements

If applicable, a Bid Bond shall be required. Pursuant to the provision 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, Kaufman 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 Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 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 the County within ten (10) days of the award of the contract and before vendor begins the work.

Special Contract Terms and Conditions
RFP 19-12(A): Annual Contract for Electrical Services

- 1.) **Contract Terms:** Vendors will be awarded a twelve (12) month contract, effective June 1, 2019, or notice to proceed as determined by Kaufman County Purchasing Department. At Kaufman County's option and approval by the Vendor, the contract may be renewed for one (1) additional twelve (12) month period. **Prices must remain firm for the entire contract.**

- 2.) **Renewal Options:** Kaufman County reserves the right to exercise an option to renew the contract of the vendor for one (1) additional twelve (12) month period, provided such option is stipulated and agreed upon by both parties. If Kaufman County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Kaufman County may rescind its option to seek a new solicitation.

- 3.) **Regulations:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein. The Contractor shall obtain all permits, licenses, and certificates, or such approvals of plans or specifications as may be required for federal, state, and local laws, ordinances, rules, and regulations for the proper execution of the work under this specification.

- 4.) **Warranty:** The Contractor shall provide warranty for a period of not less than twelve (12) months after acceptance of the work.

- 5.) **Working Hours:** The Contractor shall perform the work activities during the hours and on the scheduled days as agreed to by the County. The Contractor shall check-in, upon arrival to job-site, and checkout prior to departure from the work-site with the County.

- 6.) **Safety & Protection:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

NOTE:

- **Kaufman County reserves the right to make the direct purchase of any electrical equipment that will be installed by the Vendor in a non-emergency application.**
- **Kaufman County reserves the right to approve any or all new parts, material, and equipment prior to installation.**

**Kaufman County Purchasing Department
Specifications & Bid Sheet**

RFP Number 19-12(A): Annual Contract for Electrical Services

General Requirements: Kaufman County desires to enter into a one-year contract with one (1) one-year renewal option, with a fully certified, bonded, and insured electrician to provide routine electrical repairs, as needed, according to the following specifications:

Minimum Requirements to submit a proposal:

- Minimum five (5) years in business as an Electrical Contractor
- Employees must pass criminal history checks required for secured areas
- List of references from Kaufman County
 1. Cities or other municipalities
 2. School districts
 3. County entities
 4. Hospitals
 5. Utility providers
 6. Businesses
- Provide 24-hours per day 7-days per week response, **labor and material**
- Minimum of five (5) electricians on staff with at least 1-being a Master Electrician
- Emergency on-site response time of 2-hours or less
- Service charges defined, use of truck, tools, not just labor
- Breakdown of labor hourly charges for:
 1. Supervisor and/or Estimator
 2. Master Electrician
 3. Journeyman Electrician
 4. Apprentice Electrician
 5. Helper

Insurance: The successful contractor shall have sufficient liability insurance as indicated in the Insurance Requirements attached. Proof of insurance should be included with the bid. Failure to supply proof of insurance may be cause for rejection of bid.

Building repairs: Emergency repairs are situations considered to affect the health, safety, or welfare of the citizens of Kaufman County, or those that interfere with the operation of County facilities. These repairs may include, but shall not be limited to, electrical problems at any of the county building locations. Such repairs would be called in as emergencies and would require immediate attention. The successful bidder shall be responsible for supplying materials for emergency repairs. ***Please note: chargeable work time shall be defined as the time the company arrived on the site, not when the truck leaves their shop. Specifically, the contractor will not be paid for "travel time".***

Please state your emergency response time _____ hour(s)

Please state your policy with regard to the number of persons responding to emergency calls: _____

Routine Repairs are those scheduled repairs, which are not considered an emergency. Such repairs would be called in as routine or with a required time frame for completion. Kaufman County reserves the right to supply materials for routine or scheduled projects. Materials furnished by vendor shall be at cost plus. Please indicate percentage mark-up for vendor supplied materials.

Cost + _____%

The successful vendor shall be required to contact a designated person from the requisitioning department upon arrival at the job site and at departure from the job site. **Please note: chargeable work time shall be defined as the time the company arrives on the site, not when the truck leaves their shop. Specifically, the contractor will not be paid for "travel time".**

Vendor must have experience and knowledge in working with 2000 AMP Industrial / Commercial switch gear, and will be required to provide reference to confirm such experience.

Please state your policy with regard to the number of persons responding to routine calls: _____

Pricing: The award of this contract shall be based on the low cost, and best value, as per the following hourly estimates:

Description	Hours	Cost Per Hour
Master Electrician	500	\$
Master Electrician – emergency rates	200	\$
Journeyman Electrician	500	\$
Journeyman Electrician – emergency rates	100	\$
Apprentice Electrician	400	\$
Apprentice Electrician – emergency rates	50	\$
Apprentice Helper	200	\$
Apprentice Helper – emergency rates	50	\$
Supervisor and/or Estimator	100	\$

All electrical jobs invoiced by the successful bidder, which have been requested by Kaufman County, shall be rounded to the nearest one-half (1/2) hour. The minimum billing amount shall be for two (2) hours.

**Kaufman County Purchasing Department
References**

RFP Number 19-12 (A): Annual Contract for Electrical Services

Please list three (3) references, **other than Kaufman County**, who can verify your performance as a Vendor. Performance includes, but not limited to, sales and/or service, delivery, invoicing, and other items as may be required to Kaufman County to determine Vendor's ability to provide the intended goods or service of the bid. Kaufman County **prefers** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references **will** deem the bid as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Kaufman County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

**Kaufman County Purchasing Department
Certification of Eligibility**

RFP Number 19-12(A): Annual Contract for Electrical Services

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

In the event of placement on the list between the time of bid / proposal submission and time of award, the bidder / proposer will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature: _____
Printed Name: _____

Date: _____

**Kaufman County Purchasing Department
Certification of Independent Price Determination**

RFP Number 19-12(A): Annual Contract for Electrical Services

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

BID CERTIFICATION

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Kaufman County of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company: _____

- a Corporation, incorporated under the laws of the State of _____
- a Partnership consisting of _____
- an Individual trading as _____

Having principal offices in the City of _____

Authorized Signature: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Date: _____

**Kaufman County Purchasing Department
Bid Proposal Signature Form**

RFP Number 19-12(A): Annual Contract for Electrical Services

The undersigned agrees this bid becomes the property of Kaufman County after the official opening.

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

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

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

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United State, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tx. Bus. & Com. Code, Section 15.01, et seq.

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

Signature: _____

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

**Kaufman County Purchasing Department
Certification and Representations MWBE Status**

RFP Number 19-12(A): Annual Contract for Electrical Services

_____ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNER BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

A copy of the certification from _____ is attached.

** NOTE **

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

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

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

MEMORANDUM

To: Vendors of Kaufman County, Texas

From: Raylan Smith, Purchasing Agent

Re: Conflict of Interest Form (CIQ)

Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Kaufman County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Kaufman County Purchasing Department at (469) 376-4523.

Original, completed forms should be sent / mailed to the Kaufman County Purchasing Department and/or emailed to purchasing@kaufmancounty.net and should be included, if applicable, in your response.

**Kaufman County Purchasing Department
100 N. Washington Street
Kaufman, Texas 75142**

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

Applicable Law:

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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