



**REQUEST FOR PROPOSAL**  
**RFP # 23-4090-06**

CONSULTING, PLANNING, AND DESIGN  
ARCHITECTURAL SERVICES  
FOR AN ANIMAL SHELTER FACILITY

**Due Date: Wednesday, September 27, 2023**

BURNET COUNTY AUDITOR  
133 E JACKSON ST.  
Burnet, TX 78611  
512-756-5495

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## INTRODUCTION

Burnet County, hereinafter known as the County, is seeking the services of a qualified Architectural Firm licensed in the State of Texas to provide Architectural services for the Planning, Preliminary Architectural, Design Architectural, and Construction Architectural for a new Animal Shelter facility. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

### Section 1: RFP Submittal and Closing Date

**Two hard copies (Or one electronic submission) of the RFP must be received by 2:00 pm local time, **Wednesday, September 27, 2023****

RFPs may not exceed 20 pages. Neither late nor faxed submittals will be acceptable. Firms submitting RFPs not in compliance with Section 4 will be considered non-responsive. RFPs must be addressed to the following:

PLEASE MAIL YOUR REQUEST FOR PROPOSAL TO:

BURNET COUNTY  
Attn: COUNTY AUDITOR/PURCHASING AGENT  
133 E JACKSON ST.  
BURNET, TEXAS 78611

**OR**

SUBMIT AN ELECTRONIC FILE TO:

[bids@burnetcountytexas.org](mailto:bids@burnetcountytexas.org). Electronic files will be remain unopened until the due date and time.

In order to assure your packet is fairly considered, it must be submitted in properly sealed envelope, clearly marked on the left-hand corner with the numbers "23-4090-06". Envelopes containing proposals that are unmarked or marked otherwise may be opened prematurely.

### Section 2: Inquiries

**2.1** Questions that arise prior to the RFP deadline shall be addressed to the following: [purchasing@burnetcountytexas.org](mailto:purchasing@burnetcountytexas.org)

**2.2** Consultants may be directed to submit questions in writing to the Burnet County Auditor, or his/her designee no later than seven days prior to the submittal date. Substantive questions and answers will be provided to all RFP recipients.

## **Section 3: General Statement of Work and Delivery Schedule**

### **3.1 General WorkStatement**

The objective of this work is to assist Burnet County with the design, bid, and construction of a new Animal Shelter facility.

### **3.2 Consultant's Responsibilities**

The scope of work to be performed by the Consultant for the Animal Shelter may include Architectural services relating to the Planning, Preliminary Architectural, Design Architectural and Construction Architectural of the project.

Services to be provided may include some of, but not limited to, the following:

1. Assist the County with development and planning of the project.
2. Prepare preliminary project costs.
3. Assist the County in the financial planning for the project.
4. Bid preparation and evaluation.
5. Meet with the County and representatives of local, state, and federal agencies as necessary.
6. Prepare conceptual schematics and designs and review the designs with the County and applicable agencies and prepare preliminary cost estimates based on the conceptual design.
7. Proceed with final design after the County has approved the conceptual schematic design.
8. Complete the necessary detailed design of the project, prepare detailed drawings, specification, and contract documents, and make approximate estimates of the anticipated final costs based on the final designs.
9. Attend public meeting and/or conferences with the County and representatives of other agencies and interested parties.
10. Attend bid openings, tabulate bid proposals, analyze the bids, check the bid forms and bonds, check quantities in the bids, and assist the County in negotiating and awarding the contract.
11. Meet with the County and contractors in preconstruction conferences.
12. Keep the County informed concerning progress of the work and attend meetings held by the County, regulatory agencies, and contractor as they relate to the project.
13. Review shop and working drawings furnished by the contractor.
14. Provide general review and assist county inspectors on an as-need basis for inspection of the contractor's work as construction progresses.
15. Review the contractor's requests for progress payments and advise the County as to the extent of the work accomplished as of the date of the request.
16. Make final inspections of projects and report the results to the County and any other applicable agency.

17. Ensure compliance with applicable state and federal requirements and regulations specific to each project in accordance with funding sources.

### **3.3 Proposed Contract**

Burnet County intends to select one qualified consultant based upon its review of the RFPs and, if the County determines necessary, the discussions (interviews), and award one contract for an indefinite delivery period as described elsewhere herein.

## **Section 4: RFP Requirements**

### **4.0 No Fee Schedule**

The County shall utilize a two-step consultant selection process:

1. Selecting the most qualified firm, and
2. Entering into fee negotiations

Costs will not be evaluated as part of the selection process. Costs will be negotiated after a Proposer is selected. A Preliminary Fee Schedule for any Proposer selected for contract negotiations, must be submitted within five (5) working days of the Proposer's notification of selection unless an extension is granted by the County.

### **4.1 Consultant's Capabilities/Experience/References** Max Score 25

Outline the firm's capabilities and experience with regard to the requested services. The response should address the following:

- Experience with similar projects, providing references, if available
- Internal procedures and /or policies related to work quality and cost control
- Management and organizational structure
- Capability to perform the work for the duration of the contract

### **4.2 Project Team** Max Score 25

Outline the firm's personnel who would work with the County. The response should address the following:

- Extent of principal involvement
- Names of key members who will be performing the work on these projects and their responsibilities.
- Qualifications and relevant individual experience.
- Experience with similar projects and interdisciplinary teams.

### **4.3 Method of Approach** Max Score 25

Outline the firm's approach to working with the County on County projects.

### **4.4 Understanding of Requested Services and Local Area** Max Score 25

Outline the firm's understanding of the requested services and local area. The response should address items such as expertise and familiarity with local conditions that could affect project construction success such as local materials sources, weather conditions, geology, local contracting resources, etc.

## **Section 5: Proposal Evaluation and Consultant Selections**

### **5.1 Evaluation Process**

Requests for Proposals submitted on time will be forwarded to an evaluation committee for scoring against the evaluation criteria and a ranking developed. The outcome of the evaluations may, at the County's sole discretion, result in (a) note to a Proposer(s) of selection for tentative contract negotiation and possible award; or (b) further steps to gather more information for further evaluation. This often means notice of placement on a discussion (interview) list with time and date of the discussion (interview). The selection process may be canceled if the County determines it is in the public interest to do so.

### **5.2 Evaluation Criteria**

Each proposal will be judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

<b><u>Criteria</u></b>	<b><u>Maximum Score</u></b>
A. Consultant's Capabilities / Experience/ Reference	25
B. Project Team	25
C. Method of Approach	25
D. Understanding of Requested Services and Local Area	25

In the event the County elects to hold discussions (interviews), the final selection will be based upon the same evaluation criteria and scoring used to evaluate the written proposals.

## **Section 6: General Information**

**6.1** The County may require any clarification of change it needs to understand the selected consultant's project approach.

**6.2** The successful consultant must have Worker's Compensation Insurance covering work in the State of Texas or otherwise comply with Texas Statutes regarding Worker's Compensation Insurance. The successful consultant must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the professional services contract.

**6.3** The County reserves the right to reject any or all proposals, and is not liable for any costs the consultant incurs while preparing or presenting the proposal.

**6.4** The County reserves the right to cancel this RFP upon a good cause finding.

**6.5** The County will award a contract to the consultant whose proposal, in the opinion of the County Commissioners Court, scores highest using the scoring and ranking methods described herein.

**6.6** The selected consultant will be required to assume the responsibility for all services outlined in the RFP, whether the consultant or a sub-consultant produces them.

**6.7** Burnet County does not discriminate in selection of service providers on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, sexual orientation, physical or mental disability, or any other inappropriate reason prohibited by law or poly of the state or federal government.

### **6.8 DBE Requirements**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of Burnet County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 12.6% percent has been established for this contract. The proposer shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.



## **Required Forms**





## COMPLIANCE WITH FEDERAL AND STATE LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Burnet County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. furnished with the certificates of insurance.

### DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Burnet County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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## STATEMENT SIGNATURE FORM

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

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed; satisfied themselves of the conditions of services, delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

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

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

### **Disadvantaged Business Enterprise Goal**

Vendor understands the Disadvantaged Business Enterprise Goal and that Burnet County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The DBE Goal for professional services for this project is 5%.

The undersigned affirms that they have read and do understand the bid packet, scope of work and any attachments. *Failure to sign and return this form could result in the rejection of the entire bid.*

Signature \_\_\_\_\_

Company Name	
Address	
County/State/Zip Code	
Phone:	Office:                      Fax:
	Cell:                              Email:
Print Name	
Job Title	

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To: Vendors of Burnet County, Texas  
From: Karin Smith, Purchasing Agent  
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Burnet County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<https://www.ethics.state.tx.us/forms/conflict/>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Burnet County Purchasing Department either through bid return, fax, or email. Please see contact information below.

**Burnet County Clerk**  
Burnet County Courthouse  
220 S. Pierce Street  
Burnet, Texas 78611  
512-756-5406

**Burnet County Purchasing Department**  
Email: [purchasing@burnetcountytexas.org](mailto:purchasing@burnetcountytexas.org)  
Phone: 512-756-5495

***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 C/Q, 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 Burnet County (County Clerk) 110 later than the 7<sup>th</sup> 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.*

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***STANDARD TERMS AND CONDITIONS***  
***Burnet County Texas***

**Awarded vendor certifies and agrees to the following:**

1. 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 Burnet 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 Burnet 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. Burnet 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.
2. 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.
3. Invoices shall be sent to the Burnet County Purchasing Department, 133 East Jackson Street, Burnet, TX, 78611. Invoices must detail the materials/equipment/services delivered and must reference the Burnet County Purchase Order number. Payments are processed after the Purchasing Department has verified 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.
4. Only the Commissioners Court of Burnet County, Texas acting as a body may enter into any type of agreement or contract on behalf of Burnet County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Burnet 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.
5. 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.
6. 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.

7. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Burnet, Burnet County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
8. The awarded vendor shall obtain from the appropriate City, Burnet County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
9. The awarded contractor shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
10. The parties herein agree that the agreement shall be enforceable in Burnet County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Burnet County, Texas.
11. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
12. Funding Clause - Payments required to be made by Burnet 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 Burnet County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Burnet 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, Burnet County will be released from its obligation to make further payments.
13. Burnet 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. Burnet County will not pay additional taxes, surcharges or other fees not included in bid prices.
14. 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.
15. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.

16. Awarded Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force to any performance required by subject agreement.
17. Burnet County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to awarded contractor. Upon termination, Burnet 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 Burnet County shall not be liable for loss or reduction in any anticipated profit.
18. Burnet 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 Burnet County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Burnet County.
19. The awarded contractor agrees that Burnet County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
20. 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. 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.
21. Contractor 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 Burnet County Commissioners Court; if any.
22. Gratuities- Burnet County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Burnet 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 Burnet 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 canceled by Burnet County pursuant to this provision, Burnet 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.

23. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery 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.
24. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
25. 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.
26. 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.
27. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
28. Applicable Law - 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.
29. 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.

30. 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.
31. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Burnet, Burnet County, Texas.
32. 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.
33. The contents of each vendor's bid, including specifications shall remain valid for a minimum of 90 calendar days from the Bid due date.
34. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.
35. 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 I 71. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
36. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
37. 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.
38. Descriptions: Whenever an article or material is defined or used in the BID 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 is 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.
39. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Burnet County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
40. Patents/Copyrights: The successful vendor agrees to protect Burnet County from claims involving infringements of patents and/or copyrights.



41. Contract Administrator: The Purchasing Agent will serve as Contract Administrator for the proposal. The Contract Administrator will serve as the sole liaison between the Burnet County Commissioners Court and affected Burnet County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator as authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. The Contract Administrator 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.
42. 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) Burnet 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.
43. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
44. Invoices must show all information as stated above, and will be issued for each purchase order.
45. 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.
46. 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.
47. Remedies: The successful vendor and Burnet County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
48. Silence of Specification: The apparent silence of 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 are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
49. 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 certificate and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

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

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Burnet 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 \$600,000.00 per occurrence for bodily injury and property damage.

51. ***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 \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section I 10.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-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 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 year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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 Department of Insurance, Division of Workers' Compensation, 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.

I. 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 agreements, which 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 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;
  - (c) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (d) notify the governmental entity in writing by certified mail or personal delivery, within 10 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
  - (e) contractually require each person with whom it contracts, to perform as required by paragraphs (I) - (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 division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

***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 Burnet County.
- e. Original endorsements affecting coverage required by the section shall be

### ***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, Burnet 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 262.32 (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 Burnet County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Burnet County for the full amount of the contract if the contract exceeds \$50,000.00. 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 2253.02 I, 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 the 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 Burnet 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 the County within ten (10) days of the award of the contract and before the vendor begins the work.

## ***CRIMINAL BACKGROUND CHECKS***

**Contracts may require vendors to enter sensitive security areas. These include, but are not limited to, Burnet County Courthouse, Burnet County Sheriff's Department and/or Burnet County Jail.**

**The following will apply to awarded vendor personnel.**

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.
- Vendor personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

**The Criminal Background Check applies to the individual and not the company.**