



Hardin County Purchasing
300 Monroe St. Kountze, Texas 77625
(409) 246-5124
Fax (409) 246-3208

Misty Sims- Purchasing Agent

February 5, 2019

**REQUEST FOR PROPOSALS FOR SHOE SHINE VENDOR TO
INSTALL AND OPERATE A BOOTH/CONCESSION IN THE
COURTHOUSE**

Hardin County will be accepting sealed Proposals for a vendor to install and operate a shoe shine booth/concession in the Courthouse. Proposals should be plainly marked on the envelope and addressed to Hardin County Purchasing Department, 300 Monroe, Kountze, Texas 77625, if mailed or delivered. Proposals will be received until 2:00 P.M., February 22, 2019, at which time they will be publicly opened and read in the Purchasing Department. No proposal tendered later than time fixed will be accepted.

Additional information may be obtained from the Purchasing Department at (409)246-5124, www.co.hardin.tx.us . Hardin County reserves the right to reject any or all bids submitted.

Hardin County is an EEOC.

HARDIN COUNTY
INVITATION TO SUBMIT PROPOSAL
COVER SHEET

SHOESHINE VENDOR

DATE DUE: February 22, 2019

Due no Later Than 2:00 P.M.

Proposals received later than the date and time and will not be considered.

Please return your proposal by due date listed above. Be sure the envelope shows the description and is marked "SEALED PROPOSAL."

RETURN PROPOSAL TO:
HARDIN COUNTY PURCHASING AGENT
300 MONROE
KOUNTZE, TEXAS 77625

Contact Hardin County Purchasing at 409-246-5124

Company Name: _____

Company Address: _____

City, State, Zip: _____

GENERAL REQUIREMENTS FOR PROPOSALS

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

GOVERNING LAW

This invitation to submit proposal is governed by the competitive proposal requirements of the County Purchasing Act, Texas Local Government Code, §262 Sub Chapter c et. seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that HARDIN COUNTY may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

PROPOSAL RETURNS

Offerors must return all completed proposals to the HARDIN COUNTY PURCHASING DEPARTMENT at 300 Monroe, Kountze, Texas 77625, **BEFORE 2:00 P. M. on the date specified February 22, 2019.**

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiation by the Purchasing Department and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating proposals. Commissions are not the only criteria for making a recommendation. An evaluation committee may be appointed to score the proposals based on evaluation criteria provided.

AWARD

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

THE COUNTY RESERVES THE RIGHT TO REJECT PROPOSALS

The county reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County. The County also reserves the right to accept or reject any or all proposals submitted if at any time materials do not conform to meet specifications. Hardin County reserves the right to use alternate vendor.

ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Hardin County Commissioners' Court.

CONTRACT OBLIGATION

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

TERMINATION

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

LOSS, DAMAGE, OR CLAIM

The offeror shall totally indemnify Hardin County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the offeror shall totally indemnify Hardin County against all claims of loss or damage to the offeror's equipment, and/or supplies.

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing the proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that evidence of required insurance must be submitted within ten (10) working days following notification of acceptance of its offer; otherwise, Hardin County may rescind its acceptance of the offeror's proposal. The insurance requirements are part of this package.

INSURANCE REQUIREMENTS

For contractors doing business with Hardin County (these Insurance Requirements supersede and replace all Insurance Requirements contained elsewhere in these documents).

1. General Considerations

It is a requirement of Hardin County that Contractors must agree to indemnity obligations set forth in the General Contract. Hardin County reserves the right to participate in the defense of any claim or actions that is brought against it.

2. Insurance Requirements

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one hundred thousand dollars (\$100,000.00) of Bodily Injury and Property Damage limits must be a company or companies licensed to do business in Texas. The excess over one hundred thousand dollars (\$100,000.00) may be with either a licensed or non-admitted company provided the non-admitted company is (1) listed as approved to do business in Texas by the Texas Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Number X or better, and (3) otherwise acceptable to Hardin County.

All Comprehensive General Liability policies and Comprehensive Liability policies shall be endorsed to include Hardin County as an Additional Insured and this shall be noted on the Certificates of Insurance.

a. Comprehensive (Commercial) General Liability

The Contractor shall have and maintain during the life of the Contract such as Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for bodily injury and property damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefore, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damaged because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence.

b. Premises and Operations Liability

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and Hardin County from liability resulting from the operations under the Contract by the Contractor.

Worker's Compensation

c. The Contractor shall have and maintain during the life of the contract Worker's Compensation Insurance conforming with the requirements of the laws of Texas and the Jones Act and Longshoremen's and Harbor Workers' Compensation Act. In case of any employee or employees are not covered by such laws of Texas or the Jones Act or the

Longshoremen's and Harbor Workers' Compensation Act, the Contractor shall provide Employer's Liability coverage for the protection of such employee or employees.

3. Additional Insurance Requirements

The Certificate or Certificates of Insurance **shall** contain the following provisions, to wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse **unless and until** Hardin County receives at least thirty (30) days' advance **written** notice of same. Said **written** notice must be delivered to the Purchasing Agent.

4. Definition of "Contract"

The word "contract" above means the agreement between Hardin County and Contractor for this project. The word "Contractor" means the successful Offeror who is the Contractor for this project. The limit "each person" is the monetary limit applied to each person injured in a given occurrence. The limit "each occurrence" is the limit of the total liability for claims, subject to the limit for "each person," from one common cause. The word "aggregate" is the limit of the total liability for all damage for the specified coverage for each annual term of the insurance policy.

5. Certificate of Insurance

The Contractor is required to have a Certificate of Insurance properly executed by an insurance company or insurance companies authorized to do business in the State of Texas.

6. Minimum Limits of Coverage

Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

General Liability

(a) Comprehensive General Liability

Bodily Injury	\$1,000,000	Each occurrence
	\$1,000,000	Aggregate per project
Property Damage	\$1,000,000	Each occurrence
	\$1,000,000	Aggregate per project
(or) Combined Single Limit	\$1,000,000	Each occurrence

(b) Premises and Operations Liability Same limits as (a) above

(c) Products and Completed Operations Liability Same limits as (a) above

(d) Contractual Liability Same limits as (a) above

Automobile Liability		
(e) Comprehensive Automobile Liability (all Owned, hired and non-owned)		
Bodily Injury	\$1,000,000	Each person
	\$1,000,000	Each occurrence
Property Damage	\$1,000,000	Each occurrence
	\$1,000,000	Aggregate
(or) Combined Single Limit	\$1,000,000	Each occurrence
Worker's Compensation and Employer's Liability		
(f) Worker's Compensation	Statutory amount	
(including compliance with the Jones Act And Longshoremen's and Harbor Worker's Act as applicable)		
Employer's Liability	\$1,000,000	Each occurrence
Property Damage		
(g) Builder's Risk Insurance	\$(value of structure)	
(h) Other Insurance Professional Liability	\$1,000,000	

SCOPE

Objective

It is the intent of Hardin County to obtain a vendor to install and operate a shoe shine booth/concession in the Courthouse.

The County reserves the right to renew this one (1) year contract for additional terms of one (1) year each, for up to four (4) years.

Information to be included in Proposal

The following items are to be included in Offeror's proposal:

- State experience, including time periods.
- List a minimum of three (3) references.
- Provide a list of equipment and supplies for the operation of the shoeshine booth/concession, including photographs and/or diagrams including the dimensions of the stand and equipment. Please provide an estimate of how much space is needed and if a power source is required.
- Provide a description of types of service to be provided to the public.
- State days of the week and hours of operation.
- State proposed lease amount per month for space the booth/concession will occupy.
- Provide any additional information pertinent to Offeror's specified proposal.
- Provide any and all employee insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.
- Provide all custodial and janitorial service to the shoe shine booth/concession and immediate surrounding area during all normal hours of operation.
- Contractor shall be responsible for all licenses and permits necessary to comply with all local, state and federal mandates.

Responsibilities of the County

- Grant to the Contractor for the stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage, and operate a shoe shine booth/concession within the County Courthouse
- Approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.

Responsibilities of the Contractor

- Maintain and operate the shoe shine booth/concession in a professional manner and keep the premises safe, clean, and orderly at all times
- Attendant(s) shall be properly dressed and ensure that they are courteous, efficient, and neat in appearance at all times

- Bear all costs of operating the shoe shine booth/concession including all maintenance, insurance, any and all taxes, and all permit licenses
- Provide walk off mat(s) to prevent staining of adjacent floor areas by residual shoe shine left on shoes.
- Access to an electrical outlet can be provided by Hardin County, but contractor will be responsible for additional wiring or cables as approved by Hardin County Judge. Hardin County shall not provide telephone, internet, or cable service.
- All employees working on this contract must have a clear criminal background, with no conviction of a felony, or Class A or B misdemeanor. The County may, at its discretion and expense, perform a criminal background check on any employee working on this contract. If the County exercises this discretion, the Proposer shall provide the County with the employee's vital information in order to run the criminal background check. This information will be kept confidential and the records will be destroyed upon completion of the project.

SELECTION PROCESS

Evaluation Criteria and Factors are as follows:

<u>CRITERIA</u>	<u>PERCENTAGE</u>
Demonstrated ability of the Offeror to provide quality services in a clean environment as required by the County	30%
References	30%
Quality of the overall operation proposed	20%
Proposed Fee to be paid to the County	20%

PROPOSAL PRICE SCHEDULE

Proposed Fee to be paid to Hardin County \$ _____

Vendor name: _____

Address: _____

Phone: _____

Email: _____

Authorized Signature

Name (Printed or Typed)

Title

Date

REFERENCES:

Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

Phone: _____