

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

Misty Sims- Purchasing Agent

REQUEST FOR PROPOSALS –
QUALIFIED CONTRACTOR TO INSTALL ADDITIONAL PARKING LOTS AND
IMPROVE EXISTING SPACES IN THE COURTHOUSE AREA, INCLUDING THE
FLOODPLAIN AND EXTENSION OFFICE BUILDINGS

Hardin County will be accepting sealed Proposals for a qualified contractor to install additional parking lots and improve existing spaces in the Courthouse area, including the Floodplain and Extension office buildings. 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. September 5, 2024, at which time they will be publicly opened and read in the Purchasing Department. It is highly recommended that you hand-deliver or send your Proposal via FedEx or UPS to ensure it arrives on time. No late Proposals will be accepted. There will be a mandatory walk-through on August 29, 2024, at 9:00 a.m.

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 submittals. Hardin County is an EEOC.

**REQUEST FOR PROPOSALS
FROM QUALIFIED CONTRACTORS TO INSTALL ADDITIONAL PARKING LOTS
AND IMPROVE EXISTING PARKING LOTS/SPACES IN THE COURTHOUSE AREA
INCLUDING THE FLOODPLAIN AND
EXTENSION AGENT BUILDING**

Hardin County ("County") is seeking sealed proposals from qualified contractors to install additional parking lots and improve existing parking lots/spaces in the Courthouse area, including the Floodplain and Extension Agent Buildings. **Proposals will be received in the Purchasing Department office located in the Hardin County Courthouse, 300 West Monroe Street, Kountze, Texas 77625, until September 5, 2024, at 2:00 p.m. No proposal received after 2:00 p.m. will be accepted.** It is highly recommended that you hand-deliver your sealed proposals or send via FedEx or UPS to ensure it arrives on time. **A mandatory walk-through will be conducted on August 29, 2024, at 9:00 a.m., at the Hardin County Courthouse located at 300 Monroe Street in Kountze, Texas.** Proposing vendors will be able to take measurements during this walk-through.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for the services to be considered, and to provide information concerning their expertise and experience. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determining factor.

Please submit one (1) original, three (3) copies of the proposal. All responses should be submitted in a sealed envelope, marked on the outside, PARKING LOT PROPOSAL. They should be addressed to:

Hardin County Purchasing
Misty Sims
300 West Monroe Street
Kountze, Texas 77625.

QUESTIONS: If further information is required, please contact the Hardin County Purchasing Department. All requests for information must be submitted in writing. Requests for information may be e-mailed to misty.sims@co.hardin.tx.us All questions should be submitted on or before 5:00pm on Tuesday, September 3, 2024. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Hardin County website at www.co.hardin.tx.us Hardin County will not be responsible for any verbal exchange between the vendor and an employee of Hardin County.

ALTERATION OF PROPOSAL: A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure

made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY: Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at 2:00 p.m., September 5, 2024, in the Purchasing Department located in the Hardin County Courthouse. All respondents or other interested parties are invited to attend the opening. Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS: Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The Hardin County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Hardin County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Hardin County. This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Contractors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in writing, end with that Vendor and proceed to move to the second vendor, and so forth until a contract is negotiated.

RIGHTS OF THE CONTRACTING AUTHORITY: Hardin County reserves the right to withdraw this RFP at any time and for any reason. Hardin County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Hardin County or submission of a proposal to Hardin County confers no rights upon the vendor nor obligates Hardin County in any manner. All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Hardin County.

ORAL COMMITMENT: Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Hardin County personnel or official are not binding on Hardin County.

WAIVER OF CLAIMS: Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

SELECTION CRITERIA: Price is a primary consideration, however, it is not the only consideration to be used in the selection. The product and/or service to be provided is also of major importance. Hardin County will require that the successful vendor provide a representative for all County related business, service, billing, installation, activation and termination of said service.

ORDINANCES AND PERMITS: The Contractor/Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local code and ordinances.

INVOICES: Invoices are to be mailed to Hardin County Purchasing at 300 West Monroe Street, Kountze, Texas 77625, or emailed to misty.sims@co.hardin.tx.us. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or given to Hardin County, in writing, by personal delivery to the Purchasing Agent of Hardin County, Texas, or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Hardin County Purchasing at 300 West Monroe Street, Kountze, Texas 77625, or at such other address as may have been specified by written notice to Vendor.

INSURANCE: The awarded Vendor will maintain such insurance as will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any subContractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Hardin County and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below (with the exception of the pollution liability).

Other insurance requirements are:

-General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate.

- Commercial Automobile Liability with a limit of no less than \$1,000,000. The coverage will also extend liability to hired and non-owned autos.
- Workers' Compensation with limit of \$1,000,000 for Employers Liability.
- We also require a minimum umbrella (or follow form excess policy covering over general liability, auto liability and workers compensation) of no less than \$2,000,000.
- Pollution liability coverage to for nay cleanup cost and damage to third parties in an amount of no less than \$1,000,000 per occurrence.

Hardin County will require the selected Vendor to name Hardin County as an additional for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not blanket, please send a copy of the actual endorsements prior to commencement of any work. Hardin County will require the selected Vendor to name Hardin County as an additional insured and provide a waiver of subrogation prior to making a contract. All insurance must be placed through an insurance carrier licensed to operate in Texas.

INDEMNIFICATION: The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

STATUS OF INDEPENDENT CONTRACTOR: Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

PARTIAL INVALIDITY: In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, 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 of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

CONTRACT TERMINATION: Non-performance of the Vendor/Contractor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County.

Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Contractor/Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor/Vendor 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. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

LAW GOVERNING: The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise.

REMEDIES: The successful vendor and Hardin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: It is hereby agreed that the contract will be made in Hardin County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any law suit, and the parties agree that such lawsuit shall be brought in Hardin County, Texas.

FUNDING CONTINGENCY: Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Hardin County. If sufficient funding or authority is not made available, the contract shall become null and void.

ASSIGNMENT: The Contractor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

SPECIFICATION PURPOSE: Hardin County is in need of a vendor who will propose a solution for parking in the Courthouse area including, but not limited to, installing additional parking lots and improve and possibly re-design of existing parking lots/spaces, repaving, and possible drainage improvements. Hardin County would like to see the cost of both concrete and asphalt paving.

SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION: Should the Bidder subcontract any work, the Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be

provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

SPECIFICATIONS: The map of the Courthouse area are shown in ATTACHMENT A. Vendor will be responsible for providing all supplies, equipment and labor to re-pave these lots with an asphalt paving. This project is to include removal of current pavement and hauling away all debris. Vendor is responsible for all permitting and for meeting City of Kountze codes regarding paving of parking lots. Vendor will also be responsible for re-stripping the parking spaces.

ESTIMATED COMPLETION TIME: Please provide an estimate on number of days that the vendor will need to complete this job.

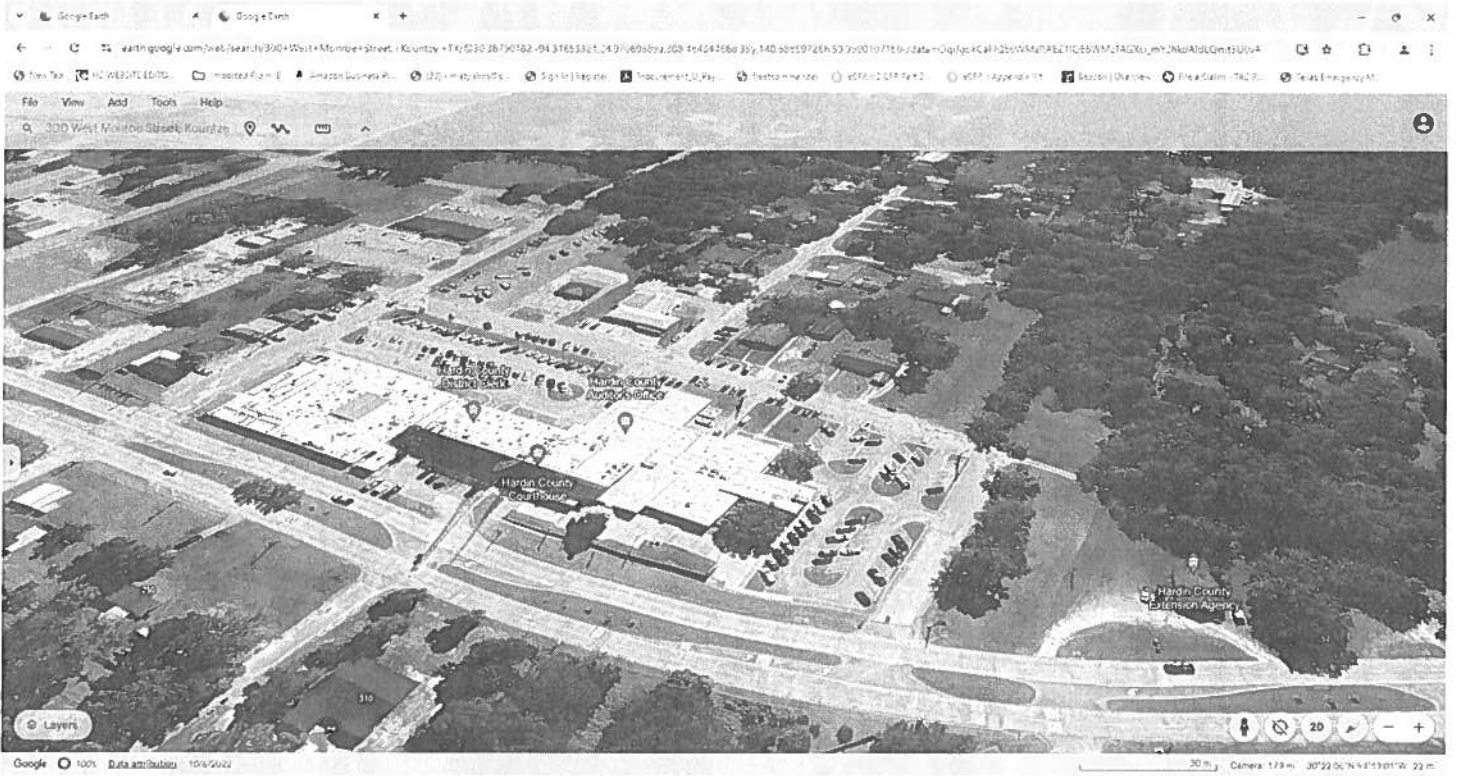
REFERENCES: Please provide at least 2 references for commercial projects, preferably any local/state government clients that the vendor has provided a similar type of road work as requested in this RFP.

EVALUATION PROCESS: The County will award to the bidder that submits a bid which represents the “best value” to the County. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

CRITERIA:

Previous Related Experience	20 Points, maximum
Duration to Complete Project	15 Points, maximum
References	15 Points, maximum
Cost	50 Points, maximum

Attachment A



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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a);

