

# 14,247 (1)

AUG 23 2016

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TN  
 By: *Jennifer Lindenzweig*



10221 Linn Station Road  
 Louisville, KY 40223-2842  
 502-261-8433 502-261-0201  
 www.appriss.com

**Exhibit R-13 Maintenance Renewal  
 Automated Victim Notification Services  
 Hunt County**

**Category: Pilot - Medium**

Subject to the terms and conditions included in the Agreement, this Exhibit R-13 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.

**Maintenance Amount.** Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2017.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/17	Total Maintenance Amount Due
\$14,046.48	\$2,453.88	\$0.00	\$16,500.36	\$4,125.09	12 Months	\$16,500.36

Maintenance Amount as indicated above does not include "3<sup>rd</sup> Party Vendor Fees" <sup>1</sup> include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3<sup>rd</sup> Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

# R-13 Service Agreement Renewal Notice



10021 Lee Street, Suite 1000  
Greenville, KY 40325-3842  
702-261-0457 600-510-0491  
www.appriss.com

**DATE:** August 1, 2016  
**CUSTOMER NAME:** Hunt County  
**LOCATION:** 2500 Lee Street, 2nd Floor  
Greenville TX 75401  
**PROJECT TYPE:** Hunt County VINE Service  
**ORIGINAL SERVICE AGREEMENT DATE:** March 17, 2004  
**SERVICE AGREEMENT RENEWAL DATE:** September 1, 2016  
**SERVICE AGREEMENT RENEWAL TERM:** 12 Months  
**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2017

**PROJECT PRICING:** \$ \$16,500.36 (Quarterly Amount \$4,125.09)  
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

**Contract Changes:** None

**Special Note:** Please refer to the "3<sup>rd</sup> Party Vendor Fees" referenced in the attached Exhibit R-13 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

## AUTHORIZATION:

APPRISS, INC., BY:

Signature

8/01/2016  
Date

Thomas R. Seigle  
President

CUSTOMER BY:

8-23-2016  
Date

Signature

Hunt County Sheriff  
Title  
Brian L. Hagan Name

# 14,247 (2)

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
HUNT COUNTY**

JENNIFER LINDENZWEIG  
By County Clerk Hunt County, TX  
*[Signature]*

OAG Contract No. 1771161

This contract is executed between the Office of the Attorney General (OAG) and Hunt County (GRANTEE) for certain grant funds. The Office of the Attorney General and Hunt County may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with Section 6 of this contract.

**SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

**3.5 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

## **SECTION 4. GRANTEE’S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to

forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such

records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

## **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a**

cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:**

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due

for each quarter) to GRANTEE by September 1, 2016. The Certified Vendor will notify the OAG within twenty (20) days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The quarters for FY2017 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2017 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of the quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the fifth (5th) day of the month following the end of the quarter, as defined above. If an invoice is submitted after the fifth (5th) day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.



**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other Party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund

all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

**6.5 Notices to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the

OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this**

**contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR,** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.



**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 Special Conditions.** Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

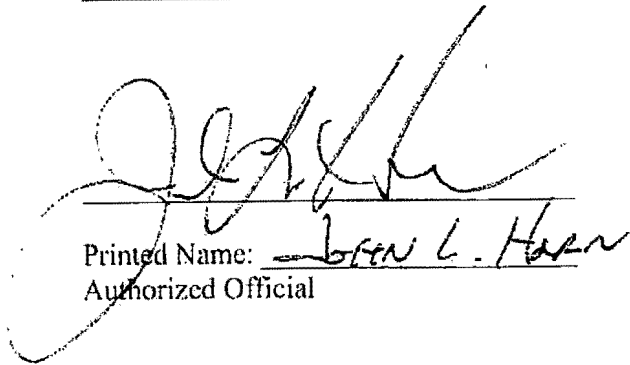
**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY  
GENERAL



Printed Name: \_\_\_\_\_  
Office of the Attorney General

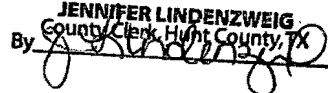
HUNT COUNTY



Printed Name: Brent L. Haan  
Authorized Official

FILED FOR RECORD  
at 11:57 o'clock a M

SEP 30 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
HUNT COUNTY**

**OAG Contract No. 1771161**

**EXHIBIT A**

**Population Size: Medium**

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$14,046.48	\$2,453.88	12	\$16,500.36

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
HUNT COUNTY**

**OAG Contract No. 1771161**

**EXHIBIT B**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

# 14,247(3)



Randy Meeks, Sheriff  
Hunt County Sheriff's Office  
2801 Stuart Street  
Greenville, TX 75401  
(903) 453-6800 Main  
(903) 453-6832 Fax



MEMORANDUM

DATE: August 5, 2016  
TO: Cheryl Lowry, Purchasing Agent  
FROM: William T. Oxford Jr., Chief Deputy  
SUBJECT: Asset Inventory Transfer, HC # 13564

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016  
By JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX

It is requested the following listed vehicle be removed from the Sheriff's Office Inventory and transferred to Hunt County Constable Terry Jones Office.

Your consideration is greatly appreciated.

2010 Dodge Charger, VIN 2B3AA4CT0AH144578, Unit # 5918, HC #13564.

# 14,247 (4)

Erica Swicegood, MD  
2201 Civic Circle, Suite 9  
Amarillo, TX 79109  
August 9, 2016

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

Ms. Lowry  
Purchasing Agent  
Hunt County  
2507 Lee Street, Room 104  
Greenville, TX 75401

RE: Your Letter of July 12 Concerning Renewal of Psychiatric Services Agreement

Dear Ms. Lowry:

It is my pleasure to offer an extension of our current agreement without change, for an additional twelve months beginning October 1, 2016.

I trust that this letter is sufficient for your needs. However, if there are other documents required by the County, please let me know at your earliest convenience.

Sincerely,



Erica Swicegood, MD


#14,247(5)

August 11, 2016

Cheryl Lowry, Purchasing Agent  
2507 Lee St., Room 104  
Greenville, TX. 75401  
(P) 903-408-4292 (F) 903-408-4242

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

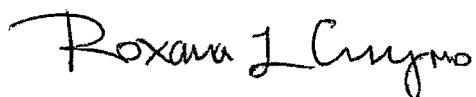
Re: Contract Renewal  
Annual Physician Services for Hunt County Criminal Justice Center  
Term: 10/15/2016 – 10/14/2017

Dear Cheryl,

It would be my pleasure to offer to extend our current contract, without change, for an additional 12 months for Physician Services for Hunt County Criminal Justice Center.

If you have any questions or concerns, please feel free to contact me. It has been a pleasure working with all of you.

Sincerely,



Roxana Cruz, M.D., F.A.C.P.  
Office: (903) 408-5800  
Cell: (917) 392-6684

#14,247(6)

**BUZZ-BY VENDING**

"CATCH THE BUZZ"

More Than 20 Years In Business  
Family Owned & Operated

Snack & Soda Vending Machines  
Bounce House & Party Rentals

www.buzzbyvending.com  
Email: buzzbyvending@yahoo.com



903-268-3689  
903-268-3686  
903-455-7809

Scott & Kim  
Buzby

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

AUGUST 2016

Hunt County  
Purchasing Department  
2500 Lee Street Room 200  
Greenville, Texas 75403  
903-408-4292

Re: Renewal of Hunt County Annual Contract #020-08 for Vending Machines - Effective September 1, 2016 through August 31, 2017.

On behalf of Buzz By Vending we except the offer to extend our contract with The Hunt County Commissioner's Court for the Annual Contract #020-08 for Vending Machines - Effective September 1, 2016 through August 31, 2017. We are very pleased to be with you for another year and hope to for many years to come.

Sincerely,

*[Handwritten Signature]*  
Kimberly Buzby  
Buzz By Vending





Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

Certificate of Attendance

presented to

**Delores Shelton**  
**Hunt County**

*for completion of 15 hours of instruction specific to the statutory requirements of the Texas  
Government Code Chapter 2256.008 of the Public Funds Investment Act*

2016 Conference of the County Investment Academy

June 20-22, 2016 • Moody Gardens Hotel • Galveston, Texas

Hon. Joyce Hudman President

Gene Terry, Executive Director

FILED FOR RECORD  
AUG 23 2016  
BY JENNIFER LINDENZHENG  
COUNTY CLERK HUNT COUNTY TX

#14,247(7)

at 1:00 o'clock

M

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

## Hon. Jim Latham

For Successfully Completing 10.00 Hours of Educational Training

During the

### 2016 North and East Texas CJCA Conference

May 16-19, 2016

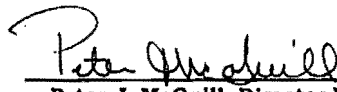
Galveston, TX

#14,247(8)

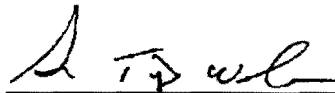


Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

TEXAS A&M  
AGRILIFE  
EXTENSION



Peter J. McGill, Director, V.G. Young Institute of County Government



Grover "Tiger" Worsham, President, County Judges and Commissioners Association of Texas

ST. CLAIR COUNTY CLERK  
JENNIFER LINDENBERG  
AUG 23 2016  
FILED FOR RECORD  
at 1:00 o'clock

V.G. YOUNG  
Institute of  
County  
Government

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

## Hon. Phillip Martin

For Successfully Completing 11.00 Hours of Educational Training

During the

### 2016 North and East Texas CJCA Conference

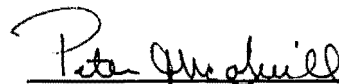
May 16-19, 2016

Galveston, TX

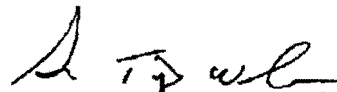
#14,247(9)



Douglas L. Steele, Director, Texas A&M AgriLife Extension Service



Peter J. McGill, Director, V.G. Young Institute of County Government



Grover "Tiger" Worsham, President, County Judges and Commissioners Association of Texas

TEXAS A&M  
**AGRILIFE**  
EXTENSION

JENNIFER LINDENZWIEG  
County Clerk, Harris County, TX  
AUG 23 2016  
at 1:00 o'clock P.M.  
FILED FOR RECORD



V.G. YOUNG  
Institute of  
County  
Government

# RELIABLE CHEVROLET

HOME OF THE ENFORCER POLICE PACKAGE

#14,247 (11)

Quote



Date	August 16, 2016
Valid Until	30 DAYS AFTER QUOTE DATE
Quote #	FOR BUDDY
Customer ID	HUNT COUNTY

**Customer:**

HUNT COUNTY  
BUDDY

**OUT OF STOCK TAHOE 9C1**

BLACK EXTERIOR

**Quote/Project Notes**

THIS QUOTE USES TARRANT CO 2016-006  
REMINDER: TARRANT COUNTY CONTRACTS DO NOT INCLUDE ONSTAR (WHICH CANCELS BLUETOOTH COMPATABILITY) AND DOES NOT INCLUDE SCHEDULED DEALER SERVICE MAINTENANCE FOR 2YR/24K

Description	Line Total
2016 TAHOE 9C1 PURSUIT 2WHDR, ITEM 5, BASE BID	32764.00
7X6 - LH SPOTLAMP	331.00
VENDOR INSTALL PROGARD CENTER MOUNT PUSH BAR	110.00
<b>TOTAL OF BID FOR ITEM 5</b>	<b>33,205.00</b>
<b>LESS CREDIT FOR PROGARD PUSHBAR (?????????????)</b>	<b>110.00</b>
<b>PLUS THE FOLLOWING OPTIONS PER THE BID SPECS:</b>	
AZ3 - CLOTH FRONT SEATS, 5T5 - VINYL REAR SEAT, VK3 - FRT LIC PLATE	-
V76 - FRONT RECOVERY HOOKS (FOR EASE OF INSTALLING PUSH BAR)	50.00
AMF - 6 ADDITIONAL KEYLESS REMOTES	75.00
5HP - 6 ADDITIONAL KEYS	40.00
1LR - CITY BRAKE PACKAGE	-
6E2 - COMMON FLEET KEYED ALIKE	25.00
JF4 - POWER ADJUSTABLE PEDALS	150.00
UTQ - THEFT CONTENT ALARM DISABLED	10.00
ONSTAR (FOR BLUETOOTH COMPATIBILITY)	85.00
9U3 - SEO-SEATS INDIVIDUAL CLOTH (DELETES CENTER SEAT)	-
DELIVERY FROM RELIABLE TO GREENVILLE, TX - 55 M x \$1.25/M = \$68.75	68.75

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

**Special Notes and Instructions**  
Once signed, please Fax, mail or e-mail it to the provided address.  
THIS QUOTE DOES NOT INCLUDE DEALER SCHEDULED MAINTENANCE  
COPY OF INTERLOCAL WITH TARRANT CO REQUIRED FOR AUDIT PURPOSES  
PURCHASE ORDER IS REQUIRED TO SUBMIT WITH ORDER NUMBERS TO GM

Subtotal	\$	33,598.75
Discount		-
Sales Tax Rate	%	0.00
Sales Tax		-
<b>Total</b>	<b>\$</b>	<b>33,598.75</b>

**TOTAL FOR (1) UNITS \$ 33,598.75**

Above information is not an invoice and only an estimate of services/goods described above.  
Payment will be collected in prior to provision of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you for your business!**

Should you have any enquiries concerning this quote, please contact Doug Adams on 972-952-1561

800 NORTH CENTRAL EXPRESSWAY, RICHARDSON, DALLAS, TEXAS, 75080  
Tel: 972-952-1561 Fax: 972-952-8172 E-mail: dadams@reliablechevrolet.com Web: www.reliablechevrolet.com

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *Jennifer Lindenzweig*

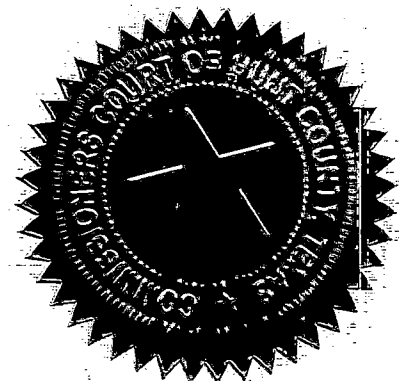
ORDER 14,253

**ORDER ADOPTING TAX RATE  
FOR FY 2016-2017  
HUNT COUNTY, TEXAS**

“This budget will raise more revenue from property taxes than last year’s budget by an amount of \$ 646,428 which is a 2.74 percent increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$ 626,811.”

Signed on this 23<sup>rd</sup> day of August, 2016

*John L. Horn*  
\_\_\_\_\_  
John L. Horn  
Hunt County Judge



#14,254

Records Management & Records Archive

Written Plan

Fiscal Year 2016/17

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*



Office of Hunt County Clerk  
Jennifer Lindenzweig

## Laws

### **Fund 81 - Record Management LGC §118.0216**

Sec. 118.0216 RECORDS MANAGEMENT AND PRESERVATION. – Each document Filed \$10.00 (a) The fee for "Records Management and Preservation" under Section 118.011 is for the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk. (d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account. (e) All expenditures from the records management and preservation account shall comply with Subchapter C, Chapter 262.

### **Fund 88 - Records Archive LGC §118.025**

Sec 118.025 Each document filed \$10.00 (b) the commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive. (d) The fee shall be deposited in a separate records archive account in the general fund of the county. (e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. (g) the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. (h) **If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the County Clerk's Office. The notice must state the amount of the fee in the following form: "The Commissioners Court of \_\_\_\_\_ County has determined that a Records Archive Fee of \$\_\_\_ is needed to preserve and restore county records."**

## **Archive Plan Fiscal Year 2016/17**

### **Steps to Implement**

- \* Posted notice in the Clerk's Office of Archive Fee charged (LGC 118.025(h))  
*Copy attached*
- \* Prepare Archive Plan (LGC 118.025(g))
- \* Newspaper Ad Ran 15 days prior to hearing (LGC 118.025 (g))  
*Copy attached*
- \* Public Hearing (LGC 118.025(g)): *copy of posted notice attached*
- \* Commissioner's Court Approval (LGC 118.025(i))

### **Plan**

We are in need of getting records out of the warehouse and get them inventoried and accessed as to what is priority, what can be salvaged, what is beyond repair, and what is historical. These records and books are deteriorating each day, some already beyond repair and it is imperative we attempt to rescue and preserve our history. We will need to get the records moved out the of warehouse into a controlled environment so that an accurate inventory may be conducted to determine what can be salvaged, address each record as to what our options are for restoration, obtain cost estimates on restoration, archive, and storage.

Once the inventory and assessment is completed, we will move into the archive and preservation phase knowing this will be a multi-year project. Updates and stage progression of this project will be addressed and/or adjusted accordingly as funds are available.

### **Summary**

The County Clerk's office has taken advantage of preserving and maintaining documents with the use of the records management and archive fee. These fees are dedicated to that task. The vast majority of the permanent records in the County Clerk's office were paper based and used on a daily basis by the public making them vulnerable to loss by theft, wear and tear.

These records are preserved by adding the records management and archive fee to cover the cost of scanning and indexing the paper-based documents without additional cost to the County. In addition to preserving the documents, the images are added to our existing system which improves customer service and disaster recovery. Revenue collected and not expended in the fiscal year will be carried forward and used toward outstanding balances on the current projects. We will then re-assess and prioritize what records and/or documents need to be completed on future projects.



# COUNTY CLERK'S RECORDS ARCHIVE FEE

Local Government Code 118.025(h)

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the County Clerk's Office. The notice must state the amount of the fee in the following form:

**“THE COMMISSIONERS COURT OF  
HUNT COUNTY HAS DETERMINED  
THAT A RECORDS ARCHIVE FEE OF  
\$10.00 IS NEEDED TO PRESERVE  
AND RESTORE COUNTY RECORDS.”**

#12,830 COMMISSIONER COURT MINTUES

August 13, 2013

AUG 23 2016

RESOLUTION NO. 14,255

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By Jennifer Lindenzweig

RESOLUTION BY THE COMMISSIONERS COURT OF HUNT COUNTY ("COMMISSIONERS COURT") ADOPTING PROPOSED CHANGES TO THE LAKE TAWAKONI PLANNING COMMISSION ZONING ORDINANCE BY ADDING A "RESORT/ RESORT DEVELOPMENT" ZONING DISTRICT

WHEREAS, the Commissioners Court asked the Lake Tawakoni Planning and Zoning Commission to make recommendations on the addition of a new proposed new zoning district entitled "Resorts/Resort Development," and also to consider appropriate uses and other restrictions for such zoning;

WHEREAS, the Lake Tawakoni Planning and Zoning Commission met and conducted a Public Hearing & Regular Session on August 11, 2016, at 7:00 p.m. to consider those items, and has made the requested recommendations to the Commissioners Court; and

WHEREAS, the Commissioners Court believes good cause exists to make such changes and additions to the Lake Tawakoni Planning Commission Zoning Ordinance, and that such changes are in the best interest of the health, safety and welfare of the citizens of Hunt County;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HUNT COUNTY:

1. That the "Amendment to the Lake Tawakoni Planning Commission Zoning Ordinance" attached as Exhibit "A" shall be added to the Lake Tawakoni Planning Commission Zoning Ordinance;
2. That the County Civil Attorney's office is directed to make any other amendments or additions necessary to the final wording of such amendment in order to ensure the amendment's legality and enforceability; and
3. That if any portion of the attached Amendment is held to be unenforceable, the remainder of the Amendment shall continue in full force and effect.

Passed and approved this the 23rd day of August, 2016.

John Horn  
County Judge John Horn

Attest:

Jennifer Lindenzweig  
County Clerk Jennifer Lindenzweig



# Exhibit A

## Amendment to the Lake Tawakoni Planning Commission Zoning Ordinance

### RC-1 – Resort Commercial District

A. PURPOSE. This zoning classification is intended to be developed as resort commercial property with the purpose to serve tourists, vacationing public, conference center attendees, sports related programs and support service facilities. This zoning classification is applicable to land ***twenty acres or greater deeded to a single individual or corporation***. The primary reason for classification of these uses separately from standard commercial uses is to allow recognition of their individual characteristics and to call attention to their influence on the economic base of the community.

### B. PERMITTED USES.

1. Arcade;
2. Boarding or Rooming House;
3. Cabin or cottage, either separate or connected, for rental to tourists or vacationers;
4. Caretakers or Guards Residence;
5. Civic Center;
6. Commercial Amusement;
7. Farm, Ranch, Garden, Orchard;
8. Golf Course or Country Club;
9. Laundromat;
10. Marina;
11. Office;
12. Park, Playground or Community Center;
13. Private Club;
14. Private Recreation Facility;
15. Recreation Center;
16. Restaurant.

### C. SPECIAL DISTRICT USES.

1. Amphitheaters;
2. Amusement Services or Venues (indoors);
3. Amusement Services or Venues (outdoors, excluding outdoor firearms ranges, car and motorbike tracks);
4. Athletic Fields;
5. Bar/Tavern;
6. Barns and farm equipment storage (related to agricultural uses);
7. Campground;
8. Personal watercraft rental;
9. Public recreation/services building for public park/playground;
10. Rental or occupancy for less than one month; and,
11. Waterfront amusement facilities – Swimming/wading pools/bathhouses.

D. AREA, YARD AND BULK REQUIREMENTS.

1. Minimum Lot Area - 20 acres
2. Minimum Lot Width - 100 feet
3. Minimum Lot Depth - 150 feet
4. Minimum Floor Area per hotel/condo rental unit – 600 square feet, except by variance
5. Minimum Floor Area per cabin or cottage unit – 399 square feet, except by variance
6. Maximum Building Height - 3 stories provided the third story shall not exceed 10% of the total floor area of the building. (See Section 3-700).
7. Maximum Coverage - 50%

E. PARKING REQUIREMENTS.

1. Generally. See Section 3-800.
2. Cabin or cottage.
  - a. One bedroom unit – 1 space;
  - b. Two bedroom unit – 2 spaces; and,
  - c. Each additional bedroom – ½ space.

F. SPECIAL DISTRICT REQUIREMENTS.

1. Animal Restrictions – Large animals, specifically cattle, horses, sheep and goats may be kept on the property. Swine, fowl, and exotic animals are expressly prohibited.
2. Cabins and cottages –
  - a. Height. Maximum 75 feet.
  - b. Front building setback. 25 feet.
  - c. Side building setback. There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lines of the corner lots coincide with the side lot lines of the adjacent lots.
  - d. Minimum interior lot width (per rental unit). 60 feet.
  - e. Minimum interior lot depth (per rental unit). 100 feet.
3. Accessory buildings – All accessory building must be designed and constructed so that they are in keeping with the general architecture of the development.
4. Fences – All fences and gates shall be architecturally harmonious with the development.
5. Travel Trailers, Mobile Homes, and Recreational Vehicles – All travel trailers and mobile homes are expressly prohibited.
6. Roads – All roads shall be constructed to County specifications and shall be maintained by the property owner.

Lake Tawakoni Planning & Zoning Commission  
Minutes from Public Hearing & Regular Session  
August 11, 2016, 7:00 p.m.  
City of West Tawakoni City Hall

**Public Hearing**

Public Hearing was called to order at 7:01 p.m. by Chairman Hall. Members present were Calvin Travers, Jacky Goleman, Larry Pare and Earnest Upchurch. Linda Kattner served as Secretary due to the absence of Carol Solomon. Guest included Robert Noah, Tammie Noah, Daniela Diangson, Jack Diangson, Craig Malan and Marcus Smith.

There was no citizen input at this time.

Chairman Hall outlined the purpose of the Special Hearing, to discuss creation of a new zoning district to be identified as "Resorts/Resort Development". It was noted by Chairman Hall that we were not here to discuss any particular property, no other issues and only the creation of the new proposed zoning district. Guidelines and recommendations from the County Civil Attorney were reviewed with members and guest as well.

With no discussion, Public Hearing was adjourned at approximately 7:18 p.m.

**Regular Session**

With acknowledged quorum, Chairman Hall called the Regular Session to order at 7:20 p.m. Commission members noted above were present as were the listed guest. Citizens Input was moved down the agenda to allow for comments during the discussion of the proposed new zoning district.

Chairman asked for discussion, motion and second regarding the approval of the Commission Minutes from the meeting that was held on June 9, 2016. There was no discussion and a motion to accept the minutes as written was made by Jacky Goleman, seconded by Larry Pare. Chairman called for a vote, approval was unanimous.

**Old Business:**

Item to review, discuss and take action on approval of Nautical Shores, Final Plat, Phase 4 was presented. Questions regarding the changes to Phase 4 were brought up by members. Craig Malan, Engineer for Nautical Shores discussed that there were two small tracts in the development, one being just over 5 acres, the other just over 3 acres that belonged to the Sabine River Authority. The delay and subsequent completion of the Phase 4 Final Plat was based on the sale of these tracts to Nautical Shores after Sabine River Authority approved the sale. Chairman called for motion, motion made by Larry Pare, second by Earnest Upchurch to approve Phase 4 Final Plat. Approval carried by unanimous vote.

**New Business:**

Discussion regarding proposed new zoning district "Resorts/Resort Development" raised far more questions than were answered by information we received with regards to the outline for the new district. Some of those questions, in part, were as follows:

1. On opening line – Potential Uses of First Lot – question was what does first lot mean?
2. Potential Requirements – deciding on establishing minimum acreage could present issues as not all “resort” properties will require that number of acres. This led to much discussion.
3. Building size – with no knowledge of what might be needed we pulled sizes of hotel rooms, park model Recreational Vehicles and small apartments to attempt to establish some sizes.
4. Cabins and/or Condos – attempting to find definitions for these proved to be quite another task. For example, under Cabins – a small house on the beach or a log cabin in the woods are both considered Cabins. Condos provided another set of issues, size, ownership and definition.
5. Resort Ownership – after discussion, members decided to add a definition of Resort ownership requirements.

With limited internet service in the meeting space, Mr. Robert Noah was kind enough to run outside and attempt to identify some of these questions by searching the internet. Mrs. Tammie Noah provided assistance in answering some of the questions. Mr. Jack Diangson brought up the question of “where is the infrastructure coming from”?

After input, questions and discussion regarding these issues, the Commission took the following action with regards to the proposed new Resort/Resort Development District:

1. Need definition of “First Lot” – question for Civil Attorney
2. Commission recommends adding statement regarding ownership – Resorts should be owned by a single person or corporation that retains full ownership rights. There shall be no selling of any portions of the resort and no individual ownership nor sales of individual units.
3. Acreage requirements – After discussion, motion was made by Earnest Upchurch, second by Jacky Goleman recommending a minimum of twenty (20) **deeded** acres for a resort. Approval was by a unanimous vote of the members.
4. Building Size – After much discussion regarding size, without the benefit of having estimates or plans for direction, the Commission took the following action: On a motion by Jacky Goleman, second by Earnest Upchurch it was recommended that Condos should be a minimum of 600 s.f. per unit and that Cabins should be a minimum of 399 s.f. per unit. Approval was by a unanimous vote of the members. (It should be noted that in special circumstances these numbers might be adjusted by request via a Variance to the ordinance by the owner).
5. Water Treatment Plant – this area needs to be addressed by the Sabine River Authority within 2000 feet of the take line and by the Hunt County Health Department if within 2001 feet out to the 5000 feet area from the take line. This was determined by the Commission as a whole with no vote.
6. Road maintenance, fencing and gates – All roads should be built to County Specifications and maintained by the property owner. Fences and gates will be the responsibility of the property owner.
7. Security – All necessary security will be the property owner responsibility.

The recommendations to be presented to the Commissioners Court were recapped during a wrap up discussion held by the members of the Commission. By a motion made by Jacky Goleman, seconded by Calvin Travers it was recommended to forward these comments to the Commissioners Court for their consideration. The vote was unanimous.

Motion to Adjourn was made by Jacky Goleman, seconded by Calvin Travers. Vote was unanimous.  
Meeting adjourned at 8:10 p.m.

**HUNT COUNTY BID AWARD**  
**RFB#0144-16, Replacement of (13) existing Carrier Rooftop Units at the Hunt County Justice Center**  
**August 23, 2016**

	<b>VENDOR</b>							
	DMI Corp., Decker Mechanical Cedar Hill	Glenn Theriot Mechanical Irving	Infinity Contractors Fort Worth	Ken Parker Services, Inc. Greenville	Red-E Air Greenville	Reliance Mechanical Contractors Texarkana	Williams AC & Heating Fort Worth	Wright Air Conditioning Greenville
Price for Project	\$124,438.00	\$107,950.00	\$89,969.00	\$80,000.00	\$88,000.00	\$81,393.00	\$118,000.00	Bid Disqualified
Price for Payment Bond	\$2,835.00	\$2,500.00	\$2,249.00	\$1,215.00	\$5,500.00	\$1,220.89	\$1,180.00	
Price for Performance Bond	\$2,835.00	\$3,500.00	\$2,249.00	\$1,215.00	\$5,500.00	\$1,220.89	\$1,180.00	
Days required to complete project	6 - 7 weeks	60 days	60 days (equipment lead time 5-7 weeks)	1 day to complete after Equipment arrival	2-3 days	14 days	2 days	#14,256
Warranty	1 year	1 year	1 Year	1 year	1 year 5 years on comp.	1 Year	2 years 1 year on comp	
References	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
<b>The Purchasing Department recommends award of bid to Ken Parker Services, Inc. The lowest and best bidder</b>								

FILED FOR RECORD  
 at 1:00 o'clock P.M.  
 AUG 23 2016  
 JENNIFER LINDENBERG  
 County Clerk  
 Hunt County, TX



#14,256  
**County of Hunt**  
STATE OF TEXAS



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



FILED FOR RECORD  
at 1:00 o'clock P M  
PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *[Signature]*

**Invitation To Submit Bid**

**Formal Bid # 144-16, Replacement of (13) thirteen existing Carrier Rooftop Units  
at the Hunt County Justice Center**

Sealed bids, subject to Terms and Conditions of this Invitation and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time August 10, 2016.**

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

**READ CAREFULLY**

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

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

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

Company Name: Ken Parker Service, Inc

Address: 3627 Highway 34 South

Contact Name: Daniel Parker

City, State, Zip: Greenville, TX 75402

Telephone Number: 903-883-2829

FAX Number: 903-883-3318

By: *[Signature]*

By: Daniel Parker

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

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

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

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly
- 4. **Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- 6. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **General Requirements**  
You should be familiar with all of the General Requirements.
- 9. **Attachments**
  - a. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids. Please read carefully and fill out completely.
  - b. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - c. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - d. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID # 144-16; Replacement of thirteen (13) existing Carrier Rooftop Units at the Hunt County Justice Center**

1. **PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4123. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

2. **INSPECTION OF WORK SITE**

Contractors will have the opportunity to examine and inspect the infrastructure during the pre-bid meeting which will be conducted 10:00 AM CDT, Wednesday, August 3, 2016. The meeting will be at the Hunt County Justice Center. The HCJC is located at 2801 Stuart Street, Greenville, Texas 75401. We will meet in the lobby entrance for all interested parties. You may contact the Hunt County Purchasing Office at 903-408-4148 or 903-408-4292 for directions if required.

3. **CHANGE ORDERS**

Changes or deviations from the original Scope of Work as described in this Request for Bid shall be submitted in a typed format and require approval of Jimmy Moore, Hunt County Maintenance Director (or his designated representative), the Hunt County Commissioner's Court and a formal change order from the Hunt County Purchasing Agent authorizing such changes.

4. **LIQUIDATED DAMAGES**

In submitting his bid, the Contractor agrees to complete the project on or before the dates set forth by the completion date stated in the Price and Delivery Form of this bid to avoid liquidated damages. Contractor is liable for and shall pay for or have deducted from the funds owed liquidated damages in the sum of one-hundred (\$100.00) per day until the work is substantially completed. Any waivers to liquidated damage amount shall be in writing from the Owner.

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

6. **WARRANTY**

Submit executed copy of the Contractor's Warranty, signed by the Contractor, agreeing to warrant the material and workmanship for the period stated on the Price and Delivery page.

7. **Conflict of Interest Questionnaire:**

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

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

8. **Certificate of Interested Parties (Form 1295):**

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

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

**Filing Process:**

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



## SPECIFICATIONS

### FORMAL BID # 144-16; Replacement of thirteen (13) existing Carrier Rooftop Units at the Hunt County Justice Center

#### OVERALL JOB SCOPE

The intention of this Hunt County Invitation to Bid is to solicit sealed bids for a contract to install thirteen (13) new Carrier rooftop units to replace thirteen (13) existing Carrier rooftop units at the Hunt County Justice Center located at 2801 Stuart Street, Greenville, TX. 75401. It is the intent of the county to award this bid to a contractor which has experience in the installation of rooftop units in similar size government / commercial facilities. .

For information regarding the bid process, please contact the Office of the Purchasing Agent at 903-408-4148 prior to August 3, 2016.

#### **SECTION 1 EXECUTION**

##### **1.0 GENERAL**

Project is to install thirteen (13) new Carrier rooftop units to replace thirteen (13) existing Carrier rooftop units.

##### **1.1 EQUIPMENT**

The Carrier Unit is the preferred equipment by the county. The county will consider equal brand equipment provided the following criteria are met or exceeded:

- A. Units with exact replacement and to reuse existing curbs where possible.
- B. Reuse existing electrical.
- C. Reuse existing Johnson Metasys controllers.
- D. Reconnection of existing condensation piping.
- E. Reuse existing smoke and fire protection.
- F. Reuse current electrical disconnect.

## 1.2 INSTALLATION

Furnish and install thirteen (13) Carrier rooftop units. Current units and quantities to be replaced are the following:

Carrier electric cool / gas heat – 480 volts 3phase  
Carrier Model #48TJE005 - (1)  
Carrier Model #48TJD007 - (1)  
Carrier Model #48TJD008 - (3)  
Carrier Model #48TJD012 - (6)  
Carrier Model #40TJF014 - (2)

Provide start-up and factory warranty.

## SECTION 2 HUNT COUNTY CONTACTS / NOTICES

**2.0 Contact:** Hunt County Maintenance Director  
Jimmy Moore  
Office: 903-408-4279  
Cell: 903-461-1556

**2.1 Special Notice / Provisions:** These Provisions, Notices, or Requirements are subject to change as directed by the Hunt County Commissioner's Court, Purchasing Department or Maintenance Director.

**SPECIAL NOTICE:** Work performed within or on any Hunt County Building, Property or Premises.

Security of all Hunt County owned buildings, property and premises are a high priority at all times and monitored for security purposes. All Organizations, Architects, Engineers, Contractors and Vendors are required to work with Hunt County to enforce the protective measures at all times.

**SPECIAL NOTICE:** Work performed within or on any Hunt County property, facility or grounds.

The described work site locations are considered restricted areas at all times. Hunt County shall maintain full control and authority at all times when any work is being performed within or on any of these areas. Hunt County reserves the right to refuse entry or egress to anyone at any time. Any person(s) shall be removed from these premises at any time with or without notice or cause. Any person(s), items carried in or out of any facility or grounds are subject to search at any time.

## SECTION 3 APPLICABLE LAWS AND STANDARDS

- A.) All work performed under the purchase order shall be in compliance with all Federal, State, and Local laws, statutes and ordinances in whose jurisdiction the work or service is being performed.
- B.) The contractor(s) shall obtain all permits required to perform the work or services as required.
- C.) For all inspections required: the contractors shall notify the Hunt County Maintenance Director or his designated person 24 hours in advance of the scheduled inspections.
- D.) Contractor must be in compliance with all OSHA Construction Safety Standards while on construction site.

#### **SECTION 4 RESPONDENT QUALIFICATIONS**

- A.) Respondent shall have a minimum of three years of experience in the HVAC / contractor trade.
- B.) Respondent shall hold and retain for the duration of the contract, all applicable license, certifications and permits necessary to perform all services pertaining to the contract.

#### **SECTION 5 SERVICE REQUIREMENTS: THE CONTRACTOR (S) SHALL**

- A.) Provide all labor, materials, facilities, equipment, service permits, notifications and agreements necessary to perform the work required.
- B.) Be responsible for establishing approval with Local Officials as required.
- C.) Attend pre-work site visits and coordinate a schedule with Local, State or County designated representatives for the start and completion dates of each project.
- D.) Provide a site supervisor at the project site any time any work is being performed. The site supervisor shall have the ability to make on site decisions as required or as directed by Hunt County or as the law requires or permits.
- E.) Allow access to the work sites at all times for Hunt County designated personnel.
- F.) Secure egress and not allow unauthorized personnel or public to enter work sites without prior authorization form Hunt County Maintenance Director or his designated representative.
- G.) Be responsible for the preservation of all public and private property and use every precaution to prevent damage thereto. Any damage shall be repaired and or replaced at the expense of the Contractor(s).

#### **SECTION 6 CONTRACTORS USE OF PREMISES: THE CONTRACTOR SHALL**

- A.) Handle and store equipment, materials and supplies in a safe and orderly manner and keep the premises orderly, sanitary and free from the accumulation of rubbish, debris resulting from operations and work.
- B.) Be responsible for any materials and / or equipment left on site. Any loss of materials and / or equipment due to theft, vandalism, etc, shall be the total responsibility of the Contractor(s) not Hunt County.
- C.) Not utilize the work site of any associated Hunt County property for the purpose of distributing or selling any portion of the improvement.
- D.) Provide proper sanitary facilities for their employees at all times during the project.
- E.) Ensure that neither the equipment, installation procedures nor the work contaminate the property with any oil, chemicals, hazard waste or other debris at any time.

## SECTION 7 WORK SCHEDULES

A.) Work shall be performed as follows:

- 1.) **Monday through Friday: during normal business hours 7:00 a.m. until 4:00 p.m.** or as otherwise approved and scheduled by Hunt County.
- 2.) **SPECIAL NOTICE**: ANY WORK PERFORMED ON OR WITHIN ANY HUNT COUNTY PREMISES OR PROPERTY MAY BE SHUT DOWN DUE TO REQUIREMENTS FOR SECURITY PURPOSES, COURT OPERATIONS OR THE WELFARE OF BUILDING OR PROPERTY OCCUPANTS. ALTERNATE SCHEDULING OF WORK HOURS MAY BE REQUIRED TO ACCOMMODATE SUCH REQUIREMENTS. CONTRACTORS MAY BE REQUIRED TO PERFORM CERTAIN FUNCTIONS AFTER HOURS OR ON WEEKENDS.
- 3.) The scheduling of all work shall be addressed and completed in the best interest of Hunt County and their operations.

## SECTION 8 SECURITY OF BUILDINGS / FACILITIES / RESTRICTED AREAS / ACCESS

A.) It is the responsibility of the Contractor(s) / Vendor(s) to know the status of their workers at all times. Anyone found in a non-work area site or a restricted area of Hunt County property will be detained and escorted from the premises and the Contractor(s) / Vendors(s) designated Superintendent will be notified.

## SECTION 9 HUNT COUNTY ORDINANCES

- A.) No smoking is allowed at any time within any Hunt County facility.
- B.) No weapons or firearms will be allowed on or within any Hunt County premises or property at any time.
- C.) Hunt County reserves the right to have anyone removed from Hunt County property at any time.
- D.) No misconduct will be allowed on or within Hunt County property at any time.
- E.) Suspicion of misconduct will be addressed and handled accordingly.
- F.) No one is allowed to carry weapons, firearms, explosive devices, etc. at any time within any Hunt County properties or facilities.
- G.) All items carried in or out of a Hunt County facility or restricted area is subject to search at any time.



## **SECTION 10 SAFETY**

- A.) Safety of building occupants, employees, Contractor or Vendor workers shall be monitored at all times.
- B.) It is the responsibility of the Contractor(s) / Vendor(s) to implement their safety protocol in the event of an emergency with their employees.
- C.) In the event of an emergency: know the property address and notify **911**.
- D.) Contractor must be in compliance with all OSHA Construction Safety Standards while on construction site.

## **SECTION 11 COMPANY IDENTIFICATION / VEHICLES**

- A.) As required if designated on certain projects all workers must vendor identification tags or uniforms at all times while on Hunt County premises.
- B.) As required on certain projects all Contractor(s) / Vendor(s) workers must wear their own company owned (Picture Identification Tags) at all times while on designated projects and project sites or Hunt County property or premises.
- C.) All workers are required to park their vehicles within the designated parking areas if available or provided.
- D.) All company vehicles must display the Company name in clear view at all times.

## **SECTION 12 WORK SITES / EGRESS FROM PARKING LOTS / DESIGNATED PARKING AREAS TO WITHIN HUNT COUNTY FACILITIES – PREMISES OR PROPERTY / CLEAN UP**

- A.) Work areas are to be kept in a safe manner and clean to prevent any hazard or danger to building, structure, parked vehicles, public and occupants.
- B.) Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- C.) No fire exits, doors, or roof hatches are to be blocked at any time.
- D.) No restricted parking areas, fire lanes, emergency vehicle routes or fire hydrants are to be blocked at any time.
- E.) No obstruction, materials, tools, equipment, etc. are to prevent egress in or out of any building, premises or restricted area at any time.

**SECTION 13 WORK ENVIRONMENT / DEMOLITION DEBRIS / CONSTRUCTION DEBRIS / TRASH PROTECTING FINISHED WORK / ETC.**

- A.) All work areas are to be kept clean at all times.
- B.) Work sites will be inspected on a regular basis and may be shut down as directed by the Hunt County Maintenance Director or his designated representative.
- C.) The Contractor(s) / Vendor(s) project Superintendent is required to check and police work site and storage areas at the end of each workday or shift.
- D.) The Contractor(s) / Vendor(s) are responsible for the actions of their workers at all times to ensure a clean and safe work environment.
- E.) The Contractor(s) / Vendors(s) are responsible for all scheduled pickups and removals of debris / trash / etc.
- F.) The delivery and removal of dumpsters / receptacles / haul trucks will be done after normal business hours or as directed or scheduled on certain projects.
- G.) The Contractor(s) / Vendor(s) are required to contain all loose trash and debris accordingly and prepare for removal and disposal.
- H.) Any work being performed around a finished product or property is required to be protected at all times to prevent any damage. Protection is required of all adjacent areas that the work is being performed next to. The Contractor(s) / Vendor(s) are required to clean the work sites at the end each of day or work shift or during the work period to prevent damage to walls, structure, façade, property, HVAC operations, Life Safety Operations, etc.
- I.) The Contractor(s) / Vendor(s) are required to perform their work in such a manner that does not interfere with mechanical or other operations.

**SECTION 14 PROTECTION OF STRUCTURE FAÇADE**

- A.) The Contractor(s) / Vendor(s) are responsible to protect the structure façade and all related items and areas at all times.
- B.) The Contractor(s) / Vendor(s) are required at all times to protect egress routes and adjoining property to and from all work areas. The areas are to be protected as approved by Hunt County. Any damage created by the Contractor(s) / Vendors(s) / Worker(s) becomes their responsibility to pay for all repairs or replacements as required and directed by Hunt County.

## SECTION 15 RESTROOM FACILITIES

- A.) Restroom facilities may be provided by Hunt County only as directed by the Maintenance Director.
- 1.) If Hunt County restroom facilities are allowed to be utilized it is the responsibility of the Contractor(s) / Vendor(s) to ensure that the areas are kept sanitary and clean at all times during and after all work shifts.
  - 2.) Hunt County reserves the right to refuse further usage of designated restrooms at any time.

## SECTION 16 TOOLS / EQUIPMENT

- A.) The Contractor(s) / Vendor(s) are required to keep all tools and equipment "secured" at all times while not in use. The county will not assume any responsibility or risk nor be liable for lost or stolen items.
- B.) During work periods all tools and equipment is to be used in such a manner to prevent danger or any hazard to the facility, premises, structure, surroundings and its building occupants.
- C.) Hunt County is not responsible for any damage to Contractor(s) / Vendor(s) tools, equipment, theft or loss.
- D.) All electrical equipment must be properly grounded and protected at all times.
- E.) Hunt County may provide the power sources required for equipment operations but it is the responsibility of the Contractor(s) / Vendor(s) to provide their own rated and approved extension cords to perform their work. If the Contractor(s) / Vendor(s) provide an additional approved power rack to operate multiple pieces of equipment then this will require prior approval and acceptance by Hunt County. Hunt County reserves the right to disconnect and shut down any unsafe or improper power source or operations at any time. The Contractor(s) / Vendor(s) assume all responsibility and liability to any damage to their own equipment do to their actions. The Contractor(s) / Vendor(s) are not allowed at any time to change, disconnect or re-direct any power source as provided by Hunt County.
- F.) No company vehicles are to be left within any restricted areas at any time after work hours.
- G.) Interior / Exterior projects requiring elevator usage: Hunt County may designate which elevator is allowed to be used and it is the responsibility of the Contractor(s) / Vendor(s) to protect the elevator car at all times as instructed and approved by Hunt County. No other elevator car is allowed to be used during the work period unless it is an emergency. The Contractor(s) / Vendor(s) are only allowed to carry hand tools or small materials within the designated elevator car during normal business hours as allowed by Hunt County. If the designated elevator car is needed to move equipment through the facility then scheduling will be required due to building operations.
- H.) All large building materials that need to be moved through the facility, requires prior approval and scheduling with Hunt County.

**SECTION 17 PHONE USAGE RADIOS / ETC.**

- A.) The Contractor(s) / Vendors(s) / Workers(s) are not allowed to use any Hunt County phone throughout any facility except for the designated construction office phone if one is required by Hunt County. (*EMERGENCIES ARE THE EXCEPTION*).
- B.) Hunt County will not allow the usage of radios, boom boxes, etc. on any Hunt County property site at any time.

**SECTION 18 DELIVERY OF MATERIALS / SUPPLIES**

- A.) Only certain materials will be allowed to be delivered during normal business hours as specified and allowed by Hunt County.
- B.) Pertaining to certain projects, building materials will only be allowed to be delivered before or after the designated and approved work hours.
- C.) Hunt County requires 24-hour notice prior to any large material delivery.
- D.) Storage of materials will be coordinated with Hunt County, Contractor(s) and Vendor(s).
- E.) Storage of materials shall be stored in such a manner as required by manufacturer's specifications and requirements.
- F.) AS REQUIRED BY HUNT COUNTY: Hunt County is required to inspect upon the Contractor(s) / Vendor(s) receiving delivery of all building materials with a representative of the following: Architect, Engineers, Contractors, Vendors or designated representative prior to any pay application being submitted and accepted by Hunt County. Once a complete inventory of all materials is completed and accepted by Hunt County then a pay application may be made accordingly.
- G.) All vehicles that are allowed to enter a restricted area or work site are subject to search at any time.

**SECTION 19 MONITORING OF PROJECT / FINAL INSPECTIONS / APPROVAL / CLOSE OUT DOCUMENTS**

- A.) Hunt County shall monitor the project at all times.
- B.) No additional work shall be allowed or granted without written request from the Architect, Contractor / Vendor to Hunt County for consideration and approval unless as otherwise directed by the Hunt County Maintenance Director or the Hunt County Purchasing Department.
- C.) The Hunt County Maintenance Director shall be allowed to make decisions in the field in the best interest of the projects as directed by the Commissioner's Court.
- D.) The Hunt County Maintenance Director shall perform all inspections with the Contractor(s) / Vendor(s) designated representative and present final approval to the Commissioner's Court for acceptance.

E.) All inspection permits, as-builds, product data, Contractors / Vendors warranties, Manufacturer's warranties and close out documents are required to be presented to the Hunt County Maintenance Director for review and acceptance prior to final payment application.

F.) The final acceptance of the project(s) is approved by the Hunt County Commissioner's Court.

G.) All drawings, manuals, blue prints, warranty documents, product data, as-builds, and close out documents become the sole property of Hunt County upon approval of final payment application.

#### **SECTION 20 EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications
2. Cost
3. Installation Time
4. Warranty
5. References
6. Vendor Experience
7. Proof of Liability Insurance / Workers' Compensation Insurance

**PRICE/DELIVERY FORM**

**FORMAL BID # 144-16; Replacement of thirteen (13) existing Carrier Rooftop Units at the Hunt County Justice Center**

**FIRM FIXED BID PRICE FOR PROJECT:** \$ 80,000.00

**Price for Payment Bond if required:** \$ 1,215.00

**Price for Performance Bond if required:** \$ 1,215.00

**Estimated number of days to complete project after notification to proceed:** 1 Day

**State Term of warranty offered:** 1 years after acceptance of the completed project by the Commissioners' Court.

**EXCEPTIONS**

Please list any exceptions taken (additional detail may be attached):

(1) Day to complete after Equipment has arrival

Warranty: 1 Year Labor & Standard Carrier Equipment & Part Warranty

SEE ATTACHED PAGE FOR BID BREAKDOWN

The undersigned contractor has carefully examined the Invitation and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from contractor's company as furnished by contractor herewith.


Ken Parker Service, Inc  
Company Name

3627 Highway 34 South  
Address

Greenville, TX 75402  
City, State, Zip

903-883-2829  
Phone

903-883-3318  
Fax



Authorized Signature

Daniel Parker  
Name (Printed or Typed)

Project Manager  
Title

8.9.16  
Date

8.9.16  
Date

daniel@kenparkerservice.com  
E-Mail

daniel@kenparkerservice.com  
E-Mail

E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

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

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

**ACCESS TO RECORDS**

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

**ADDENDA**

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

**ASSIGNMENT**

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

**AWARD**

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

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued.

**BID RETURNS**

Bidders must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before **10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

**BONDS**

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

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

**CHANGE OF OWNERSHIP**

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

**CONFLICT OF INTEREST IN CONTRACTS**

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



HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**CONTRACT OBLIGATION**

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

**CONTRACT RENEWALS**

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

**DIGITAL FORMAT**

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

**DISQUALIFICATION OF OFFEROR**

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

**DRUG FREE WORK PLACE**

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

**E-MAIL ADDRESS CONSENT**

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

**ERRORS or OMISSIONS**

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

**EVALUATION**

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

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

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**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

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

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

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

**HIPAA COMPLIANCE**

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

**HOLD HARMLESS AGREEMENT**

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

**INSPECTIONS & TESTING**

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

**INTER-NET DISCLAIMER**

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

**INVOICES AND PAYMENTS**

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

OP

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

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

MATERIAL SAFETY DATA SHEETS

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

MULTIPLE BID AWARD

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

NAME BRANDS

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

NEW MILLENIUM COMPLAINT

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

POTENTIAL CONFLICTS OF INTEREST

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

PRICING

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

PURCHASE ORDER AND DELIVERY

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

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**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

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

**SEVERABILITY**

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

**SILENCE OF SPECIFICATIONS**

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

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

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

**TERM CONTRACTS**

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

**TERMINATION**

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

**TITLE TRANSFER**

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

**WAIVER OF SUBROGATION**

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

**WARRANTIES**

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

AP

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

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

Revised 12/09

AP

**PAYMENT / PERFORMANCE BOND REQUIREMENTS**  
**FORMAL BID # 144-16; Replacement of thirteen (13) existing Carrier Rooftop Units**  
**at the Hunt County Justice Center**

Hunt County reserves the right to require the successful contractor to execute and furnish a Payment and / or Performance Bonds within ten days after award of the contract. Guaranties may be submitted in one of these two forms:

1. **Payment Bond** (AIA Document A312 – 1984) payable to Hunt County for 100% of the total amount of each separate bid or Bank cashier's check payable to Hunt County for 100% of the total amount of each separate bid.
2. **Performance Bond** Contractor will execute and furnish a performance bond within ten Days after award of the contract. Guaranty may be submitted in either of these forms: Individual bid bond payable to Hunt County for 5% of the total amount of each separate bid, or Bank cashier's check payable to Hunt County for 5% of the total amount of each separate bid.

If the successful contractor submits a bank cashier's check as guaranty, Hunt County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make payment bond. The bond shall be in the amount equal to the amount of money to be paid to the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the state of Texas.

If the bond forms and related documents are not returned to the Hunt County Office of the Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas 75401, within ten days, Hunt County has the right to render the award ineffective. The Office of the Purchasing Agent from the contractor's surety shall receive written verification of the validity of the bond before any payments will be made.

100

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID # 144-16: Replacement of thirteen (13) existing Carrier Rooftop Units  
at the Hunt County Justice Center**

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

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

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

**STATUTORY**

**EMPLOYERS LIABILITY  
COVERAGE B**

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

**COMMERCIAL GENERAL LIABILITY**

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

**NOTE:**

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

**AUTOMOBILE LIABILITY**

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

**NOTE:**

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

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

OP

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

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

**A. Definitions:**

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

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

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

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

AP

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.



**VENDOR REFERENCES**

**FORMAL BID # 144-16; Replacement of thirteen (13) existing Carrier Rooftop Units  
at the Hunt County Justice Center**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of the work to this bid. **THIS FORM MUST BE RETURNED WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: North Texas Municipal Water District  
Address: 505 E. Brown St. Wylie, TX 75098  
Contact Person and Title: Ronny Hughes (Director of Maintenance)  
Phone: 972-442-5405 Fax: \_\_\_\_\_  
Date of Installation: 8.4.16 Scope of Work: Replace Rooftop Units

REFERENCE TWO

Government/Company Name: Rafter P Construction, Inc.  
Address: 9201 Wesley St, Ste B, Greenville, TX 75402  
Contact Person and Title: Brad Pryor (Owner/President)  
Phone: 903-454-8332 Fax: \_\_\_\_\_  
Date of Installation: 8.5.16 Scope of Work: Install (4) New Package Units

REFERENCE THREE

Government/Company Name: Wolfe City ISD  
Address: 8337 State Highway 34 North Wolfe City, TX 75496  
Contact Person and Title: Alvin Quirl (Director of Maintenance)  
Phone: 903-496-2821 Fax: \_\_\_\_\_  
Date of Installation: 7.28.16 Scope of Work: Replace HVAC Units

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Ken Parker Service, Inc.  
Greenville, TX United States

Certificate Number:  
2016-96836

Date Filed:  
08/09/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 144-16  
13 Carrier Rooftop Unit Replacement

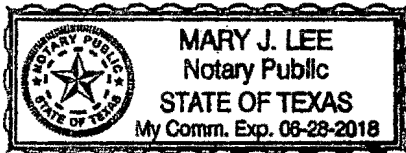
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Daniel Parker, this the 9<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*Mary J. Lee*  
Signature of officer administering oath

Mary J. Lee  
Printed name of officer administering oath

Notary Public - Texas  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Ken Parker Service, Inc.  
Greenville, TX United States

**Certificate Number:**  
2016-96836

**Date Filed:**  
08/09/2016

**Date Acknowledged:**  
08/23/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hunt County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 144-16  
13 Carrier Rooftop Unit Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

None

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?

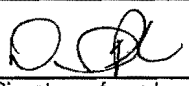
Yes  No

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  Daniel Parker  
Signature of vendor doing business with the governmental entity

8/9/16  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

(C) of a family relationship with a local government officer.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ELLIS INSURANCE 216 N. ARCH ST, Ste D ROYSE CITY, TEXAS 75189	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 972-635-9491	FAX (A/C, No): 972-635-2185
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Ken Parker Service Inc. 3627 HWY 34 South Greenville, TX 75402	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Mutual	
	<b>INSURER B:</b> Liberty Mutual	
	<b>INSURER C:</b>	
	<b>INSURER D:</b> Liberty Mutual	
	<b>INSURER E:</b> TEXAS MUTUAL INSURANCE COMPANY	
<b>INSURER F:</b>		<b>NAIC #</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			BKS57110566	03/26/16	03/26/17	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 1,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>			BAS57110566	03/26/16	03/24/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB			US057110566	03/26/16	03/26/17	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TSF-0010269703	03/22/16	03/22/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

The general liability and automobile policies include blanket additional insured endorsement provision that provides additional insured status to the certificate holder only when required by written contract. Blanket waiver of subrogation applies in favor of certificate holder, when required by written contract.

<b>CERTIFICATE HOLDER</b> Hunt County 2507 Lee Street Room 104 Greenville, TX 75401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Heather Johnson
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**HUNT COUNTY BID AWARD**  
**RFB#145-16, Replacement of Concrete Sidewalks at the Hunt County Courthouse**  
**August 23, 2016**

	VENDOR			
	Denco CS Corp.	Everest Construction Group, Inc.	LF Miller Construction	Tri-Con Services, Inc.
Price for Project	\$188,000.00	\$79,800.00	\$53,000.00	\$103,000.00
Price for Payment Bond	Included > \$100,000.00	\$1,600.00	\$750.00	No Charge
Price for Performance Bond	Included > \$100,000.00	\$1,600.00	\$750.00	No Charge
Days required to complete project	120 days	50 days	30 days	21 working days
Warranty	1 year	1 year	1 Year	2 years
References	Yes	Yes	Yes	Yes
<b>The Purchasing Department recommends award of bid to LF Miller Construction</b> <b>The lowest and best bidder</b>				

By *Jennifer Lindenzweig*  
 Jennifer Lindenzweig  
 County Clerk, Hunt County, TX

**AUG 23 2016**

FILED FOR RECORD  
 at 1:00 o'clock P M

# 14,957

# County of Hunt

STATE OF TEXAS



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



#14,257

PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *[Signature]*

## Invitation To Submit Bid

### Formal Bid # 145-16, Replacement of Concrete Sidewalks at the Hunt County Courthouse

Sealed bids, subject to Terms and Conditions of this Invitation and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time August 11, 2016.**

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

#### READ CAREFULLY

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

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

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

Company Name: LF MILLER CONST.

Address: 1130 RCR 3325

Contact Name: LUKE MILLER

City, State, Zip: EMORY TX 75440

Telephone Number: 903-335-1143

FAX Number: 903-473-6262

By: *[Signature]*

By: LUKE MILLER

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

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



## TABLE OF CONTENTS

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

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

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly
- 4. **Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- 6. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **General Requirements**  
You should be familiar with all of the General Requirements.
- 9. **Attachments**
  - a. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids. Please read carefully and fill out completely.
  - b. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - c. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - d. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### Formal Bid # 145-16, Replacement of Concrete Sidewalks at the Hunt County Courthouse

1. **PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4123. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

2. **INSPECTION OF WORK SITE**

Contractors will have the opportunity to examine and inspect the infrastructure during the pre-bid meeting which will be conducted 10:00 AM CDT, Thursday, August 4, 2016. The meeting will be at the Hunt County Courthouse. The Hunt County Courthouse is located at 2807 Lee Street, Greenville, Texas 75401. We will meet in the Purchasing Department, Room #104, for all interested parties. You may contact the Hunt County Purchasing Office at 903-408-4148 or 903-408-4292 for directions if required.

3. **CHANGE ORDERS**

Changes or deviations from the original Scope of Work as described in this Request for Bid shall be submitted in a typed format and require approval of Jimmy Moore, Hunt County Maintenance Director (or his designated representative), the Hunt County Commissioner's Court and a formal change order from the Hunt County Purchasing Agent authorizing such changes.

4. **LIQUIDATED DAMAGES**

In submitting his bid, the Contractor agrees to complete the project on or before the dates set forth by the completion date stated in the Price and Delivery Form of this bid to avoid liquidated damages. Contractor is liable for and shall pay for or have deducted from the funds owed liquidated damages in the sum of one-hundred (\$100.00) per day until the work is substantially completed. Any waivers to liquidated damage amount shall be in writing from the Owner.

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

6. **WARRANTY**

Submit executed copy of the Contractor's Warranty, signed by the Contractor, agreeing to warrant the material and workmanship for the period stated on the Price and Delivery page.

7. **Conflict of Interest Questionnaire:**

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

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

8. **Certificate of Interested Parties (Form 1295):**

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

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

**Filing Process:**

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## SPECIFICATIONS

### **Formal Bid # 145-16, Replacement of Concrete Sidewalks at the Hunt County Courthouse**

#### OVERALL JOB SCOPE

The intention of this Hunt County Invitation to Bid is to solicit sealed bids for a contract to replace sidewalks at the Hunt County Courthouse located at 2807 Lee Street, Greenville, TX. 75401. It is the intent of the county to award this bid to a contractor which has experience in this field in similar size government / commercial facilities.

For information regarding the bid process, please contact the Office of the Purchasing Agent at 903-408-4148 prior to August 4, 2016.

#### **SECTION 1 EXECUTION**

##### **1.0 GENERAL**

Project is to replace sidewalks within the lawn of the Hunt County Courthouse. **WORK WILL NEED TO BE COMPLETED BY OR BEFORE NOVEMBER 11, 2016.**

##### **1.1 INSTALLATION**

Replacement of sidewalks within the lawn of the courthouse. Area(s) of sidewalk replacement shall be same dimensions as existing sidewalk(s) minus street curb. Concrete with aggregate top is required to match concrete at monumental stairs.

#### **SECTION 2 HUNT COUNTY CONTACTS / NOTICES**

**2.0 Contact:** Hunt County Maintenance Director  
Jimmy Moore  
Office: 903-408-4279  
Cell: 903-461-1556

**2.1 Special Notice / Provisions:** These Provisions, Notices, or Requirements are subject to change as directed by the Hunt County Commissioner's Court, Purchasing Department or Maintenance Director.

**SPECIAL NOTICE:** Work performed within or on any Hunt County Building, Property or Premises.

Security of all Hunt County owned buildings, property and premises are a high priority at all times and monitored for security purposes. All Organizations, Architects, Engineers, Contractors and Vendors are required to work with Hunt County to enforce the protective measures at all times.

**SPECIAL NOTICE:** Work performed within or on any Hunt County property, facility or grounds.

The described work site locations are considered restricted areas at all times. Hunt County shall maintain full control and authority at all times when any work is being performed within or on any of these areas. Hunt County reserves the right to refuse entry or egress to anyone at any time. Any person(s) shall be removed from

these premises at any time with or without notice or cause. Any person(s), items carried in or out of any facility or grounds are subject to search at any time.

### **SECTION 3 APPLICABLE LAWS AND STANDARDS**

- A.) All work performed under the purchase order shall be in compliance with all Federal, State, and Local laws, statutes and ordinances in whose jurisdiction the work or service is being performed.
- B.) The contractor(s) shall obtain all permits required to perform the work or services as required.
- C.) For all inspections required: the contractors shall notify the Hunt County Maintenance Director or his designated person 24 hours in advance of the scheduled inspections.
- D.) Contractor must be in compliance with all OSHA Construction Safety Standards while on construction site.
- E.) Sidewalk(s) shall be finished to meet ADA Requirements and current International Building Codes.

### **SECTION 4 RESPONDENT QUALIFICATIONS**

- A.) Respondent shall have a minimum of three years of experience in the concrete/construction trade.
- B.) Respondent shall hold and retain for the duration of the contract, all applicable license, certifications and permits necessary to perform all services pertaining to the contract.

### **SECTION 5 SERVICE REQUIREMENTS: THE CONTRACTOR (S) SHALL**

- A.) Provide all labor, materials, facilities, equipment, service permits, notifications and agreements necessary to perform the work required.
- B.) Be responsible for establishing approval with Local Officials as required.
- C.) Attend pre-work site visits and coordinate a schedule with Local, State or County designated representatives for the start and completion dates of each project.
- D.) Provide a site supervisor at the project site any time any work is being performed. The site supervisor shall have the ability to make on site decisions as required or as directed by Hunt County or as the law requires or permits.
- E.) Allow access to the work sites at all times for Hunt County designated personnel.
- F.) Secure egress and not allow unauthorized personnel or public to enter work sites without prior authorization from Hunt County Maintenance Director or his designated representative.
- G.) Be responsible for the preservation of all public and private property and use every precaution to prevent damage thereto. Any damage shall be repaired and or replaced at the expense of the Contractor(s).

- H.) Contractor will notify the Hunt County Representative a minimum of 24-hours in advance of any concrete pour. The Hunt County Representative will inspect, approve or disapprove formwork, vapor retarder, fill and reinforcing/structural steel placements. Contractor will not pour concrete until the Hunt County Representative has approved the work.
- I.) Work shall be scheduled to minimize the interruption of the Courthouse proceedings.
- J.) Any work performed on the North Side of the Courthouse shall be performed as not to interrupt the ADA access to the Courthouse.

## SECTION 6 CONTRACTORS USE OF PREMISES: THE CONTRACTOR SHALL

- A.) Handle and store equipment, materials and supplies in a safe and orderly manner and keep the premises orderly, sanitary and free from the accumulation of rubbish, debris resulting from operations and work.
- B.) Be responsible for any materials and / or equipment left on site. Any loss of materials and / or equipment due to theft, vandalism, etc, shall be the total responsibility of the Contractor(s) not Hunt County.
- C.) Not utilize the work site of any associated Hunt County property for the purpose of distributing or selling any portion of the improvement.
- D.) Provide proper sanitary facilities for their employees at all times during the project.
- E.) Ensure that neither the equipment, installation procedures nor the work contaminate the property with any oil, chemicals, hazard waste or other debris at any time.

## SECTION 7 WORK SCHEDULES

- A.) Work shall be performed as follows:
  - 1.) **Monday through Friday: during normal business hours 7:00 a.m. until 4:00 p.m.** or as otherwise approved and scheduled by Hunt County.
  - 2.) **SPECIAL NOTICE: ANY WORK PERFORMED ON OR WITHIN ANY HUNT COUNTY PREMISES OR PROPERTY MAY BE SHUT DOWN DUE TO REQUIREMENTS FOR SECURITY PURPOSES, COURT OPERATIONS OR THE WELFARE OF BUILDING OR PROPERTY OCCUPANTS. ALTERNATE SCHEDULING OF WORK HOURS MAY BE REQUIRED TO ACCOMMODATE SUCH REQUIREMENTS. CONTRACTORS MAY BE REQUIRED TO PERFORM CERTAIN FUNCTIONS AFTER HOURS OR ON WEEKENDS.**
  - 3.) The scheduling of all work shall be addressed and completed in the best interest of Hunt County and their operations.

## **SECTION 8 SECURITY OF BUILDINGS / FACILITIES / RESTRICTED AREAS / ACCESS**

- A.) It is the responsibility of the Contractor(s) / Vendor(s) to know the status of their workers at all times. Anyone found in a non-work area site or a restricted area of Hunt County property will be detained and escorted from the premises and the Contractor(s) / Vendors(s) designated Superintendent will be notified.

## **SECTION 9 HUNT COUNTY ORDINANCES**

- A.) No smoking is allowed at any time within any Hunt County facility.
- B.) No weapons or firearms will be allowed on or within any Hunt County premises or property at any time.
- C.) Hunt County reserves the right to have anyone removed from Hunt County property at any time.
- D.) No misconduct will be allowed on or within Hunt County property at any time.
- E.) Suspicion of misconduct will be addressed and handled accordingly.
- F.) No one is allowed to carry weapons, firearms, explosive devices, etc. at any time within any Hunt County properties or facilities.
- G.) All items carried in or out of a Hunt County facility or restricted area is subject to search at any time.

## **SECTION 10 SAFETY**

- A.) Safety of building occupants, employees, Contractor or Vendor workers shall be monitored at all times.
- B.) It is the responsibility of the Contractor(s) / Vendor(s) to implement their safety protocol in the event of an emergency with their employees.
- C.) In the event of an emergency: know the property address and notify 911.
- D.) Contractor must be in compliance with all OSHA Construction Safety Standards while on construction site.
- E.) Contractor shall provide necessary barricades, etc. to prevent unauthorized entry into hazard zone including people and animals out. A three (3") inch high orange vinyl fence is acceptable.

## **SECTION 11 COMPANY IDENTIFICATION / VEHICLES**

- A.) As required if designated on certain projects all workers must wear identification tags or uniforms at all times while on Hunt County premises.

- B.) As required on certain projects all Contractor(s) / Vendor(s) workers must wear their own company owned (Picture Identification Tags) at all times while on designated projects and project sites or Hunt County property or premises.
- C.) All workers are required to park their vehicles within the designated parking areas if available or provided.
- D.) All company vehicles must display the Company name in clear view at all times.

**SECTION 12 WORK SITES / EGRESS FROM PARKING LOTS / DESIGNATED PARKING AREAS TO WITHIN HUNT COUNTY FACILITIES – PREMISES OR PROPERTY / CLEAN UP**

- A.) Work areas are to be kept in a safe manner and clean to prevent any hazard or danger to building, structure, parked vehicles, public and occupants.
- B.) Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- C.) No fire exits, doors, or roof hatches are to be blocked at any time.
- D.) No restricted parking areas, fire lanes, emergency vehicle routes or fire hydrants are to be blocked at any time.
- E.) Contractor shall keep driveways and entrances serving the Hunt County Courthouse and parking spaces clear and available to the visitors, staff and service vehicles at all times and is not to be used for storage of materials. The only exception shall be upon approval by the Hunt County Representative to close down an area due to safety reasons and at no time shall more than one side of the Courthouse be closed.
- F.) No obstruction, materials, tools, equipment, etc. are to prevent egress in or out of any building, premises or restricted area at any time.

**SECTION 13 WORK ENVIRONMENT / DEMOLITION DEBRIS / CONSTRUCTION DEBRIS / TRASH PROTECTING FINISHED WORK / ETC.**

- A.) All work areas are to be kept clean at all times.
- B.) Work sites will be inspected on a regular basis and may be shut down as directed by the Hunt County Maintenance Director or his designated representative.
- C.) The Contractor(s) / Vendor(s) project Superintendent is required to check and police work site and storage areas at the end of each workday or shift.
- D.) The Contractor(s) / Vendor(s) are responsible for the actions of their workers at all times to ensure a clean and safe work environment.



- E.) The Contractor(s) / Vendor(s) are responsible for all scheduled pickups and removals of debris / trash / etc.
- F.) The delivery and removal of dumpsters / receptacles / haul trucks will be done after normal business hours or as directed or scheduled on certain projects.
- G.) The Contractor(s) / Vendor(s) are required to contain all loose trash and debris accordingly and prepare for removal and disposal.
- H.) Any work being performed around a finished product or property is required to be protected at all times to prevent any damage. Protection is required of all adjacent areas that the work is being performed next to. The Contractor(s) / Vendor(s) are required to clean the work sites at the end each of day or work shift or during the work period to prevent damage to walls, structure, façade, property, HVAC operations, Life Safety Operations, etc.
- I.) The Contractor(s) / Vendor(s) are required to perform their work in such a manner that does not interfere with mechanical or other operations.
- J.) All demolition to be conducted in a manner consistent with Federal, State and Local regulations.

#### **SECTION 14 PROTECTION OF STRUCTURE FAÇADE**

- A.) The Contractor(s) / Vendor(s) are responsible to protect the structure façade and all related items and areas at all times.
- B.) The Contractor(s) / Vendor(s) are required at all times to protect egress routes and adjoining property to and from all work areas. The areas are to be protected as approved by Hunt County. Any damage created by the Contractor(s) / Vendors(s) / Worker(s) becomes their responsibility to pay for all repairs or replacements as required and directed by Hunt County.

#### **SECTION 15 RESTROOM FACILITIES**

- A.) Restroom facilities may be provided by Hunt County only as directed by the Maintenance Director.
  - 1.) If Hunt County restroom facilities are allowed to be utilized it is the responsibility of the Contractor(s) / Vendor(s) to ensure that the areas are kept sanitary and clean at all times during and after all work shifts.
  - 2.) Hunt County reserves the right to refuse further usage of designated restrooms at any time.

#### **SECTION 16 TOOLS / EQUIPMENT**

- A.) The Contractor(s) / Vendor(s) are required to keep all tools and equipment "secured" at all times while not in use. The county will not assume any responsibility or risk nor be liable for lost or stolen items.

- B.) During work periods all tools and equipment is to be used in such a manner to prevent danger or any hazard to the facility, premises, structure, surroundings and its building occupants.
- C.) Hunt County is not responsible for any damage to Contractor(s) / Vendor(s) tools, equipment, theft or loss.
- D.) All electrical equipment must be properly grounded and protected at all times.
- E.) Hunt County may provide the power sources required for equipment operations but it is the responsibility of the Contractor(s) / Vendor(s) to provide their own rated and approved extension cords to perform their work. If the Contractor(s) / Vendor(s) provide an additional approved power rack to operate multiple pieces of equipment then this will require prior approval and acceptance by Hunt County. Hunt County reserves the right to disconnect and shut down any unsafe or improper power source or operations at any time. The Contractor(s) / Vendor(s) assume all responsibility and liability to any damage to their own equipment do to their actions. The Contractor(s) / Vendor(s) are not allowed at any time to change, disconnect or re-direct any power source as provided by Hunt County.
- F.) No company vehicles are to be left within any restricted areas at any time after work hours.
- G.) Interior / Exterior projects requiring elevator usage: Hunt County may designate which elevator is allowed to be used and it is the responsibility of the Contractor(s) / Vendor(s) to protect the elevator car at all times as instructed and approved by Hunt County. No other elevator car is allowed to be used during the work period unless it is an emergency. The Contractor(s) / Vendor(s) are only allowed to carry hand tools or small materials within the designated elevator car during normal business hours as allowed by Hunt County. If the designated elevator car is needed to move equipment through the facility then scheduling will be required due to building operations.
- H.) All large building materials that need to be moved through the facility, requires prior approval and scheduling with Hunt County Representative

#### **SECTION 17 PHONE USAGE RADIOS / ETC.**

- A.) The Contractor(s) / Vendors(s) / Workers(s) are not allowed to use any Hunt County phone throughout any facility accept for the designated construction office phone if one is required by Hunt County. ***(EMERGENCIES ARE THE EXCEPTION)***.
- B.) Hunt County will not allow the usage of radios, boom boxes, etc. on any Hunt County property site at any time.

## **SECTION 18 DELIVERY OF MATERIALS / SUPPLIES**

- A.) Only certain materials will be allowed to be delivered during normal business hours as specified and allowed by Hunt County.
- B.) Pertaining to certain projects, building materials will only be allowed to be delivered before or after the designated and approved work hours.
- C.) Hunt County requires 24-hour notice prior to any large material delivery.
- D.) Storage of materials will be coordinated with Hunt County, Contractor(s) and Vendor(s).
- E.) Storage of materials shall be stored in such a manner as required by manufacturer's specifications and requirements.
- F.) **AS REQUIRED BY HUNT COUNTY:** Hunt County is required to inspect upon the Contractor(s) / Vendor(s) receiving delivery of all building materials with a representative of the following: Architect, Engineers, Contractors, Vendors or designated representative prior to any pay application being submitted and accepted by Hunt County. Once a complete inventory of all materials is completed and accepted by Hunt County then a pay application may be made accordingly.
- G.) All vehicles that are allowed to enter a restricted area or work site are subject to search at any time.

## **SECTION 19 MONITORING OF PROJECT / FINAL INSPECTIONS / APPROVAL / CLOSE OUT DOCUMENTS**

- A.) Hunt County shall monitor the project at all times.
- B.) No additional work shall be allowed or granted without written request from the Architect, Contractor / Vendor to Hunt County for consideration and approval unless as otherwise directed by the Hunt County Maintenance Director or the Hunt County Purchasing Department.
- C.) The Hunt County Maintenance Director shall be allowed to make decisions in the field in the best interest of the projects as directed by the Commissioner's Court.
- D.) The Hunt County Maintenance Director shall perform all inspections with the Contractor(s) / Vendor(s) designated representative and present final approval to the Commissioner's Court for acceptance.
- E.) All inspection permits, as-builds, product data, Contractors / Vendors warranties, Manufacturer's warranties and close out documents are required to be presented to the Hunt County Maintenance Director for review and acceptance prior to final payment application.
- F.) The final acceptance of the project(s) is approved by the Hunt County Commissioner's Court.
- G.) All drawings, manuals, blue prints, warranty documents, product data, as-builds, and close out documents become the sole property of Hunt County upon approval of final payment application.

## **SECTION 20 EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications
2. Cost
3. Installation Time
4. Warranty
5. References
6. Vendor Experience
7. Proof of Liability Insurance / Workers' Compensation Insurance

**PRICE/DELIVERY FORM**

**Formal Bid # 145-16, Replacement of Concrete Sidewalks  
at the Hunt County Courthouse**

**FIRM FIXED BID PRICE FOR FLATWORK OF CONCRETE REPLACEMENT & YARD CURBS**

PROJECT: \$ 53,000<sup>00</sup>

Price for Payment Bond if required: \$ 750<sup>00</sup>

Price for Performance Bond if required: \$ 750<sup>00</sup>

Estimated number of days to complete project after notification to proceed: 30

State Term of warranty offered: 1 years after acceptance of the completed project by the  
Commissioners' Court.

**EXCEPTIONS**

Please list any exceptions taken (additional detail may be attached):

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The undersigned contractor has carefully examined the Invitation and the Certification included therein,  
the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract  
with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract  
documents, and in accordance with additional contract forms and terms of agreement from contractor's  
company as furnished by contractor herewith.

LF MILLER CONSTRUCTION  
Company Name

*Luke Miller*  
Authorized Signature

1130 RCR 3325  
Address

LUKE MILLER  
Name (Printed or Typed)

EMORY TX 75440  
City, State, Zip

OWNER  
Title

903-335-1143  
Phone

8-10-16  
Date

903-473-6262  
Fax

LUKE@LFMILLERCONSTRUCTION.COM  
E-Mail

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

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

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

ACCESS TO RECORDS

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

ADDENDA

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

ASSIGNMENT

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

AWARD

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

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued.

BID RETURNS

Bidders must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

BONDS

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

CHANGE OF OWNERSHIP

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

CONFLICT OF INTEREST IN CONTRACTS

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

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

CONTRACT OBLIGATION

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

CONTRACT RENEWALS

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

DIGITAL FORMAT

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

DISQUALIFICATION OF OFFEROR

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

DRUG FREE WORK PLACE

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

E-MAIL ADDRESS CONSENT

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

ERRORS or OMISSIONS

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

EVALUATION

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

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

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**GOVERNING FORMS**

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

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

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

**HIPAA COMPLIANCE**

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

**HOLD HARMLESS AGREEMENT**

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

**INSPECTIONS & TESTING**

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

**INTER-NET DISCLAIMER**

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

**INVOICES AND PAYMENTS**

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



HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

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

MATERIAL SAFETY DATA SHEETS

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

MULTIPLE BID AWARD

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

NAME BRANDS

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

NEW MILLENIUM COMPLAINE

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

POTENTIAL CONFLICTS OF INTEREST

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

PRICING

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

PURCHASE ORDER AND DELIVERY

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

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

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

**SEVERABILITY**

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

**SILENCE OF SPECIFICATIONS**

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

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

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

**TERM CONTRACTS**

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

**TERMINATION**

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

**TITLE TRANSFER**

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

**WAIVER OF SUBROGATION**

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

**WARRANTIES**

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

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

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

Revised 12/09

**PAYMENT / PERFORMANCE BOND REQUIREMENTS**  
**Formal Bid # 145-16, Replacement of Concrete Sidewalks**  
**at the Hunt County Courthouse**

Hunt County reserves the right to require the successful contractor to execute and furnish a Payment and / or Performance Bonds within ten days after award of the contract. Guaranties may be submitted in one of these two forms:

1. **Payment Bond** (AIA Document A312 – 1984) payable to Hunt County for 100% of the total amount of each separate bid or Bank cashier's check payable to Hunt County for 100% of the total amount of each separate bid.
  
2. **Performance Bond** Contractor will execute and furnish a performance bond within ten Days after award of the contract. Guaranty may be submitted in either of these forms: Individual bid bond payable to Hunt County for 5% of the total amount of each separate bid, or Bank cashier's check payable to Hunt County for 5% of the total amount of each separate bid.

If the successful contractor submits a bank cashier's check as guaranty, Hunt County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make payment bond. The bond shall be in the amount equal to the amount of money to be paid to the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the state of Texas.

If the bond forms and related documents are not returned to the Hunt County Office of the Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas 75401, within ten days, Hunt County has the right to render the award ineffective. The Office of the Purchasing Agent from the contractor's surety shall receive written verification of the validity of the bond before any payments will be made.

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**Formal Bid # 145-16, Replacement of Concrete Sidewalks  
at the Hunt County Courthouse**

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

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION**

**STATUTORY**

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

**EMPLOYERS LIABILITY**

**COVERAGE B**

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

**COMMERCIAL GENERAL LIABILITY**

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

**NOTE:**

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

**AUTOMOBILE LIABILITY**

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

**NOTE:**

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

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

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

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

A. Definitions:

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

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

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1)– (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

VENDOR REFERENCES

**Formal Bid # 145-16, Replacement of Concrete Sidewalks  
at the Hunt County Courthouse**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of the work to this bid. **THIS FORM MUST BE RETURNED WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: CITY OF TERRELL  
Address: 400 INDUSTRIAL BLVD  
Contact Person and Title: GLENN CALDWELL - DIRECTOR OF PUBLIC SERVICES  
Phone: 972-551-6614 Fax: 972-551-6656  
Date of Installation: NUMEROUS/ONGOING Scope of Work: CONCRETE PAVING

REFERENCE TWO

Government/Company Name: CITY OF EMORY  
Address: 329 NORTH TEXAS ST  
Contact Person and Title: KEELEY ROAN - DIRECTOR EDC  
Phone: 903-473-2465 Fax: 903-473-2110  
Date of Installation: NUMEROUS/ONGOING Scope of Work: CONCRETE PAVING

REFERENCE THREE

Government/Company Name: JONE & CARTER ENGINEERS  
Address: 6509 WINDCREST DRIVE, PLANO TX 75024  
Contact Person and Title: ALEX GONZALES RODILES - ENGINEER  
Phone: 972-488-3880 Fax: 972-488-3882  
Date of Installation: NUMEROUS/ONGOING Scope of Work: CONCRETE PAVING



# 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

8-12-16  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087	<b>CONTACT NAME:</b> Claudia Searle <b>PHONE (A/C, No, Ext):</b> (972) 771-4071 <b>E-MAIL ADDRESS:</b> csearle@kandsins.com	<b>FAX (A/C, No):</b> (972) 771-4695
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Luke Miller DBA: L. F. Miller Construction Co. 1130 Rains CR 3325 Emory TX 75440	<b>INSURER A:</b> National American Ins. Company <b>NAIC #</b> 23663	
	<b>INSURER B:</b> Texas Mutual Insurance Co. <b>NAIC #</b> 22945	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16/17 ALL Policies                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MP12860142	8/13/2016	8/13/2017	EACH OCCURRENCE \$ 1,000,000
			AI Ongoing - CG2033			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			AI Comp Ops - CG2037			MED EXP (Any one person) \$ 5,000
			ENC - CG2001			PERSONAL & ADV INJURY \$ 1,000,000
			WOS - GL2017			GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MP12860142	8/13/2016	8/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			AI - NAICO-25			BODILY INJURY (Per person) \$
			WOS - NAICO-31			BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Uninsured/Underinsured \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TSPF-0001287972	6/5/2016	6/5/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			WOS - WC420304B			E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment		MP12860142	8/13/2016	8/13/2017	Leased/Rented Equipment 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 See attached for above listed additional insured and waiver of subrogation endorsement forms.

<b>CERTIFICATE HOLDER</b>  Hunt County Purchasing Department 2507 Lee Street, Room 104 Greenville, TX 75401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gary Thompson/SEARLE <i>Gary W. Thompson</i>

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
LF Miller Construction  
Emory, TX United States

Certificate Number:  
2016-98054

Date Filed:  
08/11/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hunt County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1004118189  
Concrete Paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, Luke	Emory, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Luke Miller  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Luke Miller, this the 11<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

Heather L. Rollins Heather L. Rollins City Clerk  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LF Miller Construction  
Emory, TX United States

Certificate Number:  
2016-98054

Date Filed:  
08/11/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hunt County

Date Acknowledged:  
08/23/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1004118189  
Concrete Paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, Luke	Emory, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

#14,258

Delores Shelton, CIO, CCT  
Hunt County Treasurer  
  
FY 11: Monthly Report, July 2016

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$22,929,892.83**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 23 day of August, 2016.

*Delores Shelton*  
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

*Eric Evans*  
Eric Evans, Comm., Pct #1

*John L. Horn*  
John L. Horn, Hunt County Judge

*Phillip A. Martin*  
Phillip Martin, Comm., Pct #3



*Tod McMahan*  
Tod McMahan, Comm., Pct #2

*Jim Latham*  
Jim Latham, Comm., Pct #4

**Hunt County Treasurer  
Monthly Report  
July 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL</b>	8,009,460.33	1,006,067.54	-2,834,374.36	600,000.00	<b>6,781,153.51</b>
10-TeXPool Investment	5,809,485.93	1,784.88	0.00	-600,000.00	<b>5,211,270.81</b>
10-TeXStar Investment	1,218,787.11	399.67	0.00	0.00	<b>1,219,186.78</b>
10-InWood Nat'l Bank CD	562,153.70	575.98	0.00	0.00	<b>562,729.68</b>
10-InWood Nat'l Bank CD-2	504,185.66	516.58	0.00	0.00	<b>504,702.24</b>
10-TeXPool Investment, Jail	3,152,899.48	988.04	0.00	0.00	<b>3,153,887.52</b>
<b>10-General Fund Totals:</b>	<b>19,256,972.21</b>	<b>1,010,332.69</b>	<b>-2,834,374.36</b>	<b>0.00</b>	<b>17,432,930.54</b>
<b>15-Exchange-Tax &amp; Other</b>	144,017.77	46,163.80	-15,961.00		<b>174,220.57</b>
<b>20-Law Library</b>	18,762.04	3,769.00	-12,095.73		<b>10,435.31</b>
<b>21-R&amp;B #1</b>	45,710.91	30,788.36	-223,673.57	150,000.00	<b>2,825.70</b>
21-R&B #1, TexPool Invest	785,123.93	218.55	0.00	-150,000.00	<b>635,342.48</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>830,834.84</b>	<b>31,006.91</b>	<b>-223,673.57</b>	<b>0.00</b>	<b>638,168.18</b>
<b>22-R&amp;B #2</b>	33,902.94	30,765.28	-126,897.80	60,000.00	<b>-2,229.58</b>
22-R&B #2, TexPool Invest	824,325.45	248.70	0.00	-60,000.00	<b>764,574.15</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>858,228.39</b>	<b>31,013.98</b>	<b>-126,897.80</b>	<b>0.00</b>	<b>762,344.57</b>
<b>23-R&amp;B #3</b>	42,250.25	31,042.03	-174,120.29	95,000.00	<b>-5,828.01</b>
23-R&B #3, TexPool Invest	763,978.39	226.72	0.00	-95,000.00	<b>669,205.11</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>806,228.64</b>	<b>31,268.75</b>	<b>-174,120.29</b>	<b>0.00</b>	<b>663,377.10</b>
<b>24-R&amp;B #4</b>	39,368.53	30,788.39	-141,892.74	70,000.00	<b>-1,735.82</b>
24-R&B #4, TexPool Invest	1,039,547.10	316.92	0.00	-70,000.00	<b>969,864.02</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>1,078,915.63</b>	<b>31,105.31</b>	<b>-141,892.74</b>	<b>0.00</b>	<b>968,128.20</b>
<b>25-Health Private</b>	55,215.81	1,488.76	-5,361.16		<b>51,343.41</b>
<b>26-State Health Services</b>	-25,298.52	34,827.76	-39,325.90		<b>-29,796.66</b>
<b>27-Hunt County Grants</b>	17,975.52	668.91	-7,918.62		<b>10,725.81</b>
<b>68-JP, DDC Fee Fund</b>	139,386.80	739.74	-742.64		<b>139,383.90</b>
<b>71-DC Record Management</b>	11,179.01	351.69	0.00		<b>11,530.70</b>
<b>70-Voter Admin 19</b>	-650.00	2,506.92	-459.67		<b>1,397.25</b>
<b>74-Elections Special</b>	58,982.54	1,286.63	0.00		<b>60,269.17</b>
<b>75-CA-DWI</b>	12,523.56	135.94	-26.18		<b>12,633.32</b>
<b>81-CC Rec Mgt Preservatic</b>	356,011.32	15,678.49	-1,332.79	0.00	<b>370,357.02</b>
<b>82-Courthouse Security</b>	21,377.17	3,724.06	-629.18		<b>24,472.05</b>
<b>83-Justice Court Sec.</b>	68,711.72	372.45	-1,092.12		<b>67,992.05</b>

**Hunt County Treasurer  
Monthly Report  
July 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	29,171.24	815.00	0.00		29,986.24
85-Co & District Court Tech	7,283.57	149.15	0.00		7,432.72
86-County Record Preserv	74,480.52	1,023.00	0.00		75,503.52
87-Justice Court Technolo	91,230.36	1,493.76	-823.99		91,900.13
88-County Clerk Archive	338,395.72	14,470.00	0.00		352,865.72
89-County Record Mgt Pre	2,336.31	1,628.86	-368.53		3,596.64
91-LEOSE	41,818.12	0.00	-156.00		41,662.12
95-Juv Prob. Center Fund	571,265.78	8,776.17	-49,895.37		530,146.58
96-Juv Prob "A-Z" Grant	111,468.34	53,613.62	-71,850.11		93,231.85
<hr/>					
50-Debt Service (I&S)	123,282.46	8,192.44	-35.79	0.00	131,439.11
50-Debt Service TexPool Ir	193,103.58	60.55	0.00	0.00	193,164.13
50-Debt Service Fund Total	316,386.04	8,252.99	-35.79	0.00	324,603.24
<hr/>					
61-Right of Way FundTxPoc	9,048.78	2.80	0.00		9,051.58
<hr/>					
<b>Total of Funds:</b>	<b>25,302,259.23</b>	<b>1,336,667.14</b>	<b>-3,709,033.54</b>	<b>0.00</b>	<b>22,929,892.83</b>

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	855,417.80	-1,888.23	853,529.57	03/2054
Reserve St Comptroller II	213,110.82		213,110.82	
2015 Tax Notes	1,995,000.00	0.00	1,995,000.00	
Series 2015 Refund Bonds	2,985,000.00	0.00	2,985,000.00	
Bond Premium Payable	43,592.41	0.00	43,592.41	
Liability Comp Absence	406,120.00	0.00	406,120.00	
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00	
Totals:	11,711,961.03	-1,888.23	11,710,072.80	

\*Beginning Balance \$906,351.27 as of 4/2014



2016	TexPool	Tex Star			InWood-CD	InWood-CD
January	0.2674%	0.2713%			1.25%	1.25%
February	0.3010%	0.3147%			1.25%	1.25%
March	0.3273%	0.3450%			1.25%	1.25%
April	0.3380%	0.3696%			1.25%	1.25%
May	0.3399%	0.3664%			1.25%	1.25%
June	0.3633%	0.3927%			1.25%	1.25%
July	0.3690%	0.3861%			1.25%	1.25%

2015	TexPool	Tex Star	Chase	Retiree	InWood-CD	InWood-CD	ANB
January	0.0465%	0.0542%	0.0300%	0.0300%	0.95%		
February	0.0441%	0.0548%	0.0300%	0.0300%	0.95%		
March	0.0480%	0.0604%	0.0300%	0.0300%	0.95%		
April	0.0524%	0.0701%	0.0300%	0.0300%	0.95%		
May	0.0553%	0.0643%	0.0300%	0.0300%	0.95%		
June	0.0575%	0.0719%	0.0000%	0.0000%	0.95%		0.25%
July	0.0630%	0.0722%	Moved to ANB		0.95%		0.15%
August	0.0716%	0.0823%	" "		0.95%		0.15%
September	0.0850%	0.0994%			0.95%		
October	0.0966%	0.1099%			1.25%	1.25%	
November	0.1105%	0.1155%			1.25%	1.25%	
December	0.1863%	0.1868%			1.25%	1.25%	

2014	TexPool	Tex Star	Chase	Retiree	InWood-CD
January	0.0273%	0.0303%	0.0700%	0.0500%	0.75%
February	0.0283%	0.0318%	0.0700%	0.0500%	0.75%
March	0.0299%	0.0400%	0.0700%	0.0500%	0.75%
April	0.0336%	0.0379%	0.0500%	0.0300%	0.75%
May	0.0244%	0.0273%	0.0500%	0.0300%	0.75%
June	0.0284%	0.3220%	0.0500%	0.0300%	0.75%
July	0.0313%	0.0323%	0.0500%	0.0300%	0.75%
August	0.0352%	0.0350%	0.0500%	0.0300%	0.75%
September	0.0333%	0.0317%	0.0500%	0.0300%	0.75%
October	0.2680%	0.0385%	0.0500%	0.0300%	0.95%
November	0.0286%	0.0387%	0.0500%	0.0300%	0.95%

2013	TexPool	Tex Star	Chase	Retiree	InWood-CD
January	0.0986%	0.1103%	0.1500%	0.1500%	0.75%
February	0.0935%	0.0996%	0.1500%	0.1500%	0.75%
March	0.1047%	0.1125%	0.1500%	0.1500%	0.75%
April	0.1022%	0.1038%	0.1500%	0.1500%	0.75%
May	0.0715%	0.0723%	0.1500%	0.1500%	0.75%
June	0.0576%	0.0614%	0.1500%	0.1500%	0.75%
July	0.0531%	0.0487%	0.1500%	0.1500%	0.75%
August	0.0437%	0.0474%	0.1500%	0.1500%	0.75%
September	0.0394%	0.0390%	0.1500%	0.1500%	0.75%
October	0.0498%	0.0434%	0.1200%	0.1200%	0.75%



#14,259

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*

### *Hunt County Holiday Schedule 2017*

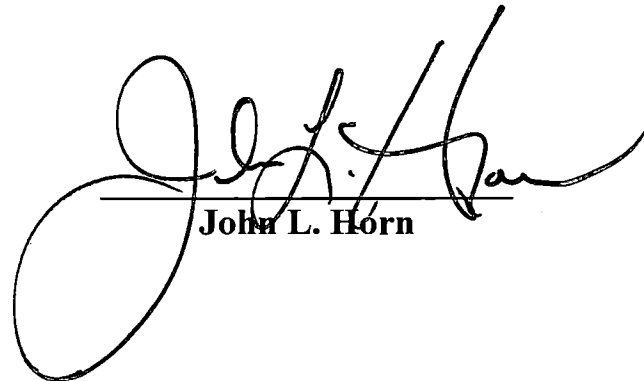
**John L. Horn**  
*Hunt County Judge*

**Amanda L. Blankenship**  
Executive Assistant

903.408.4146  
903.408.4299 Fax

Post Office Box 1097  
Greenville, TX  
75403-1097

<b>January 2</b>	<b>New Year's Day</b>	<b>Monday</b>
<b>January 16</b>	<b>Martin Luther King Day</b>	<b>Monday</b>
<b>April 14</b>	<b>Good Friday</b>	<b>Friday</b>
<b>May 29</b>	<b>Memorial Day</b>	<b>Monday</b>
<b>July 3 &amp; 4</b>	<b>Independence Day</b>	<b>Mon. &amp; Tues.</b>
<b>September 4</b>	<b>Labor Day</b>	<b>Monday</b>
<b>November 10</b>	<b>Veteran's Day</b>	<b>Friday</b>
<b>November 23 &amp; 24</b>	<b>Thanksgiving Holiday</b>	<b>Thurs. &amp; Fri.</b>
<b>December 25 &amp; 26</b>	<b>Christmas Holiday</b>	<b>Mon. &amp; Tues.</b>



**John L. Horn**

# 14,260

NO. M1 Civil

AT FILED M

JUL 22 2016

*Maury Kerdan*  
CLERK, DISTRICT COURT, HUNT CO., TX

IN RE:  
  
COUNTY AUDITOR

IN THE 196<sup>th</sup> & 354<sup>th</sup>  
DISTRICT COURTS OF  
HUNT COUNTY, TX.

ORDER

WHEREAS, the County Auditor's Office is under the jurisdiction of the 196<sup>th</sup> and 354<sup>th</sup> Judicial District Courts of Texas, the members of the office shall be compensated in accordance with their duties and obligations performed.

WHEREAS, the procedures for setting compensation of the County Auditor and Assistant Auditors by District Judges are set forth in the Texas Local Govt. Code, Section 152.905 and

WHEREAS, a Public Hearing was held on July 22, 2016 at 1:00 P.M. in the 354<sup>th</sup> District Courtroom at the Hunt County Courthouse with District Judges Richard Beacom and Andrew Bench attending. The salaries for the County Auditor, Assistant Auditors, and Court Reporters are set as follows:

Jimmy P. Hamilton	County Auditor	\$ 74,325
Tammi Byrd	Asst. Auditor	\$ 51,018
Stacy Sehl	Asst. Auditor	\$ 42,398
Diane McNair	Asst. Auditor	\$ 41,470
Michelle Gregory	Asst. Auditor	\$ 35,535
Brenda Wells	Asst. Auditor	\$ 32,701
Brittini Turner	Asst. Auditor	\$ 31,840
Kelsey Crowther	Asst. Auditor	\$ 26,088
Edwin Walker	196 <sup>th</sup> D.C. Reporter	\$ 76,105
Julie Vrooman	354 <sup>th</sup> D.C. Reporter	\$ 76,105

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016  
JENNIFER LINDENBERG  
County Clerk, Hunt County, TX  
*Jennifer Lindenberg*

**BE IT THEREFORE ORDERED**, the Honorable Commissioners Court of Hunt County, Texas shall pay the above-provided salaries for FY 2016-2017 in a manner consistent with the policies of Hunt County, TX.

Ordered this 22nd day of July, 2016

*J. Andrew Bench*  
J. Andrew Bench  
Judge, 196th District Court

*Richard A. Beacom, Jr.*  
Richard A. Beacom, Jr.  
Judge, 354<sup>th</sup> District Court

Recorded this 22nd day of July, 2016

*Stacey Landrum*  
Stacey Landrum, Deputy  
District Clerk  
Hunt County, Texas

SCANNED

A CERTIFIED COPY  
ATTEST July 22, 2016

STACEY LANDRM, DISTRICT CLERK  
HUNT COUNTY, TEXAS

This is a True and Correct Copy of Original on  
file in the Hunt County District Clerk's Office

By *Amy Bradley* Deputy



# HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

HUNT COUNTY AUDITOR  
**JIMMY P. HAMILTON**  
(903) 408-4120 • FAX (903) 408-4232

August 3, 2016

TO: Jennifer Lindenzweig ✓  
Sandy Orange  
Delores Shelton

Attached you will find a certified copy of the Order setting the salaries for the County Auditor, Assistant Auditors, and District Court Reporters per Section 152.905 of the Texas Local Government Code.

Please refer to the below listed statutes as to the appropriate action to be taken before September 1, 2016.

Thank you,

Jimmy P. Hamilton *JPH*

Local Government Code 152.031

(a) At a hearing held in accordance with Section 152.905, the District Judges appointing the County Auditor shall set, by a majority vote, the Auditor's annual salary as compensation for services and the Auditor's travel expenses and other allowances. The action of the District Judges must be taken by order and must be recorded as prescribed by Section 152.905 and in the Minutes of the District Court.

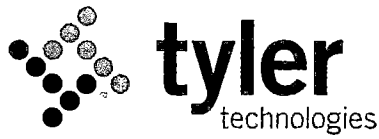
(b) The District Clerk shall certify the order to the Commissioners Court of the county for its observance. The Commissioners Court shall cause the order to be recorded in its Minutes.

(c) The salary shall be paid to the County Auditor by monthly payments or by any other distribution at the option of the County.

Government Code 52.051(c)

(c) An order increasing the salary of an official district court reporter must be submitted to the Commissioners Court of each county in the judicial district not later than September 1 immediately before the adoption of the county budget for the next year. A Commissioners Court may allow an extension of this time limit.

# 14,261



AMENDMENT

FILED FOR RECORD at 1:00 o'clock P M AUG 23 2016 JENNIFER LINDENZWEIG County Clerk, Hunt County, TX By [Signature]

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53<sup>rd</sup> Street, Lubbock, TX 79414, and Hunt County, Texas ("Client") with offices at 2507 Lee Street, 2<sup>nd</sup> Floor, Greenville, TX 75403.

WHEREAS, Tyler and Client are parties to an agreement signed as of July 29, 2016 ("Agreement"), under which Client acquired a right to use Tyler software as a service as described therein, as well as related professional services; and

WHEREAS the parties agree that the term of the Agreement was incorrectly stated in the Agreement and the parties desire to correct the inaccuracy;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client hereby agree as follows:

- 1. Tyler and Client agree that Section F (1) of the Agreement is hereby deleted in its entirety and replaced as follows:

Term. The initial term of this Agreement is five (5) years from the availability of the Tyler hosted environment, unless earlier terminated as set forth below. At the end of the five (5) year term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

- 2. Tyler and Client agree that Section 1 of Exhibit B, Invoicing and Payment Policy, is hereby deleted in its entirety and replaced as follows:

SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning with the commencement of the initial term as set forth in Section F (1) of the Agreement. Your annual SaaS fees for the initial five (5) year term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

- 3. All terms and conditions of the Agreement not herein amended remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.  
Local Government Division

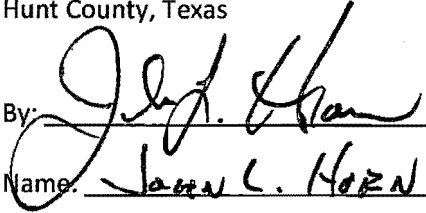
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Hunt County, Texas

By:  \_\_\_\_\_

Name: J. Lynn Ham

Title: Hunt County Judge

Date: 8-23-2016

#14,262

FILED FOR RECORD  
at 1:20 o'clock P M

AUG 23 2016

**PROPOSED NOTICE OF FEES FOR 2017**  
**Hunt County Sheriff and Constable Fees**

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

Proposed increase of \$10.00 to the following: highlighted in yellow; proposed addition of Order of Retrieval at \$75.00

<b>SERVICE FEES</b>	
Small Claims Citation	\$60.00
Justice Court Citation	\$60.00
All other Court citations	\$60.00
Citation for Eviction (+cost)	\$60.00
Citation by Publication	\$75.00
Citation Scire Facias	\$75.00
<b>NOTICES</b>	
Publication	\$75.00 + cost of Publication
Notice of Trustee Sale	\$75.00
Notice to take deposition	\$75.00
Posting of Notices & Probate	\$60.00
Subpoena	\$60.00
Summons	\$60.00
Temp. Restraining Order (TRO)	\$60.00
Temp. Ex. Parte Protective Order	\$60.00
Order of Sale	\$60.00
Restitution	\$60.00
Forcible Detainer	\$60.00
Distress Warrant	\$100.00
Turnover	\$100.00
<b>WRITS</b>	
Attachment	\$100.00
Garnishment	\$100.00
Execution	\$100.00
Sequestration	\$100.00
Possession	\$75.00
Injunction	\$75.00
Restoration	\$75.00
Re-Entry	\$75.00
Other Writs not specified	\$75.00
Order of Retrieval	\$75.00
In addition to the above fees, a \$40.00 per hour, or any part of standby charge will be added after the first 2 (two) hours per officer.	
<b>OTHER</b>	
Precept to Serve	\$75.00
Warrants	\$50.00
Warrants/Custody of Child	\$100.00
Alias/Next. Co./Any other warrant	\$50.00
Writ of Habeas Corpus	\$75.00
All service not otherwise specified	\$60.00
Executing a Deed of Real Estate under Executing and Order	\$30.00
Publication Fee	\$30.00

*[Signature]*



#14,263



August 10, 2016

Office of Hunt County Commissioners Court  
Hunt County Courthouse  
2507 Lee St. Room 107  
Greenville, Texas 75401

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

**Farmers Electric Cooperative Member: Paul D. Smith**  
**Service Order Number: 1607003013**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2546 which is located approximately 416' east of CR 2556 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Joshua Eden office, 903-453-0734 or cell, 903-453-0774.

Sincerely,

*Joshua Eden*

Joshua Eden  
Engineering Asst.  
jeden@farmersselectric.coop

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

#14, 264



July 25, 2016

Office of Hunt County Commissioners  
P O Box 1097  
Greenville, TX 75401

**Farmers Electric Cooperative Member: Leticia Castillo**  
**Service Order Number: 1607002814**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2596**, which is located approximately 2000' west of CR 2597, in Hunt County, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Mark Simpson at 903.453.0557.

Sincerely,

*Mark Simpson*

Mark Simpson  
Engineering Assistant  
msimpson@farmerselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Williams  
Field Engineering Coordinator  
903-453-0549  
twilliams@farmerselectric.coop

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016  
JENNIFER LINDENZWEIG  
By County Clerk Hunt County TX

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

2613 Stonewall- Suite A, P.O. Box 8248  
Greenville, Texas 75404

(903) 454-2059

fax: (903) 454-9856

# 14,266

AGENDA ITEM

Date: August 9, 2016

To: John Horn, County Judge  
Amanda Blankenship  
Executive Administrative Assistant, Hunt County Judge

From: Sherrina Williams  
Office Manager

Re: **Resale Deed #81805, 81806, 81807, 81808 - Tax Resale Auction Property**

FILED FOR RECORD  
at 1:00 o'clock P M  
AUG 23 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By [Signature]

---

Please find attached a **Tax Resale Deed**. We have sold the properties for the reduced minimum bid. These properties were listed on our Resale Auction held last year. These properties are located in the Quinlan School District.

This bid will need to be approved by the Commissioner's Court. If approved, please return signed Deed to our office.

Please feel free to contact me, if you have any questions.

Thank you.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

**TAX RESALE DEED**

Account #81805, #81806, #81807, #81808

STATE OF TEXAS X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT X

That HUNT COUNTY, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$16,333.00 cash in hand paid by

**William Burt Montgomery**  
4723 109th Street  
Lubbock, TX 79424

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. TAX 19,707, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #81805; Tract No. 3: TAYSHAS WOODS ADDTION, BLOCK B, LOT 17, ACRES 2.1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 755 PAGE 852 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #81806; Tract No. 4: TAYSHAS WOODS ADDTION, BLOCK B, LOT 18, ACRES 2.1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 755 PAGE 852 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #81807; Tract No. 5: TAYSHAS WOODS ADDTION, BLOCK B, LOT 19, ACRES 2.1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 755 PAGE 852 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #81808; Tract No. 6: TAYSHAS WOODS ADDTION, BLOCK B, LOT 20, ACRES 2.1 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 755 PAGE 852 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

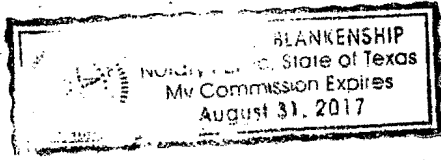
IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this 23 day of August, 2016.

BY: [Signature]  
John Horn, County Judge  
HUNT COUNTY

X  
  
X

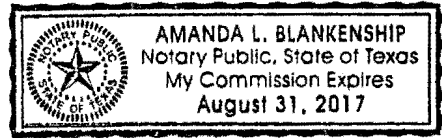
STATE OF TEXAS  
COUNTY OF HUNT

This instrument was acknowledged before me on this 23 day of August, 2016, by John Horn, County Judge, of HUNT COUNTY.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: August 31, 2017

Please return to:  
Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248



# 14,269

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
August 2, 2016 - August 15, 2016

AUG 23 2016

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
2-Aug	166	46	12	0	0	98	322
3-Aug	162	47	10	0	0	98	317
4-Aug	163	47	12	0	0	98	320
5-Aug	161	45	21	0	0	98	325
6-Aug	167	49	14	0	0	98	328
7-Aug	167	52	10	0	0	98	327
8-Aug	168	54	5	0	0	98	325
9-Aug	161	51	8	0	0	98	318
10-Aug	153	52	17	0	0	98	320
11-Aug	159	50	12	0	0	98	319
12-Aug	162	49	11	0	0	98	320
13-Aug	161	49	15	0	0	98	323
14-Aug	162	50	10	0	0	98	320
15-Aug	165	49	5	0	0	98	317

FILED FOR RECORD  
at 1:00 o'clock P M

AUG 23 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

By *J. Lindenzweig*