

PANOLA COUNTY, TEXAS  
**REQUEST FOR PROPOSAL**

RETURN PROPOSAL TO:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE  
110 S. SYCAMORE, ROOM 216-A  
CARTHAGE, TEXAS 75633**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS AND PROPOSAL SHEET are for your convenience in submitting an offer for the enclosed referenced service for Panola County.

Sealed proposals shall be received **no later than:**

**1:30 p.m., TUESDAY, OCTOBER 1, 2019**

MARK ENVELOPES

**“AIR CONDITIONING AUTOMATION IN PANOLA COUNTY  
COURTHOUSE, SHERIFF’S DEPARTMENT AND JUDICIAL CENTER”**

Proposer shall sign the proposal on each page. Proposals which are not signed can be rejected. Proposals must be submitted on the enclosed form and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in the Commissioners’ Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Request for Proposal and specifications should be directed to Building Maintenance Superintendent Tommy Earle, Office (903) 693-0318; Cell (903) 692-2844.

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Signature

REQUEST FOR PROPOSAL

**INSTRUCTIONS/TERMS OF CONTRACT**

By order of the Commissioners' Court of Panola County, Texas sealed proposals will be received for:

**AIR CONDITIONING AUTOMATION IN PANOLA COUNTY  
COURTHOUSE, SHERIFF'S DEPARTMENT AND JUDICIAL CENTER**

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all proposals as it shall deem to be in the best interests of Panola County. The award of this contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted to:

**COUNTY JUDGE**

**PANOLA COUNTY COURTHOUSE**

**110 S. SYCAMORE, ROOM 216-A**

**CARTHAGE, TEXAS 75633**

**Not later than 1:30 p.m., Tuesday, October 1, 2019**

Mark Envelopes:

**AIR CONDITIONING AUTOMATION IN PANOLA COUNTY  
COURTHOUSE, SHERIFF'S DEPARTMENT AND JUDICIAL CENTER**

**ALL PROPOSALS MUST BE RECEIVED BEFORE OPENING DATE AND TIME.**

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Signature

**REQUEST FOR PROPOSAL  
INSTRUCTIONS/TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2019.

**LATE PROPOSALS:** Proposals received after submission deadline will be considered void and unacceptable. County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING PROPOSALS:** Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the offerer without the permission of county for a period of ninety (90) days following the date designated for the receipt of proposals, and offerer so agrees upon submission of their proposal.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiation.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

**SALES TAX:** County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include sales tax.

**CONTRACT:** This proposal, accompanying documents and any negotiated terms, when properly accepted by county, shall constitute a contract equally binding between the successful offerer and county. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County Judge.

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to county.

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Signature

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with VTCA, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The offerer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of county.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this request for proposal will be considered for award. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and shall hold the offerer responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

**ADDENDA:** Any interpretations, corrections or changes in this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in county. Addenda will be mailed to all who are known to have received a copy of this RFP. Offerers shall acknowledge receipt of all addenda.

**PROPOSALS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:** A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;

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Signature

5. be otherwise qualified and eligible to receive an award.

County may request any other information sufficient to determine offerer's ability to meet these minimum standards listed above.

**PROPOSAL SELECTION:** The proposal award shall be based on the following percentage evaluation factors:

- 15% Offerer's Qualifications/Experience and Financial Status
- 25% Proposed Pricing
- 30% Meets Needs and Requirements of Panola County As Well As Future Needs Through Enhancements and Upgrades
- 30% Offerer's Support/Service-Including Skills, Number and Availability of Support and Service Personnel

**REFERENCES:** County may request offerer to supply a list of at least three (3) references where like services/products have been supplied by their firm.

**OFFERER SHALL PROVIDE** with this proposal all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

**SUCCESSFUL OFFERER SHALL** defend, indemnify and save harmless county and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from contract award. Successful offerer indemnifies and will indemnify and save harmless county from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offerer shall pay any judgment costs which may be obtained against county growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best offerer as it deems to be in the best interest of the county.

**TERMINATION FOR DEFAULT:** Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best

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Signature

interest of the county in the event of breach or default of this contract. County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes county to award another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, county shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

**TERMINATION:** It is Panola County's intent to pay the consideration herein set forth for the full term of contract. However, in order to not create a debt and be in compliance with the Texas Constitution, Panola County reserves the right to terminate contract at the end of the budget years.

Bidder, in submitting this bid, agrees county shall not be liable to prosecution for damages in the event that county declared the bidder in default.

**NOTICE:** Any notices provided by this bid (or required by law) to be given to the successful offerer by county shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful offerer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**CONTRACT ADMINISTRATION:** County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between county and the successful offerer.

**PAYMENT** will be made upon receipt of a valid invoice for services to be rendered, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days.

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

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Signature

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

**ASSIGNMENT:** The successful offerer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of county.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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Signature

# **REQUEST FOR PROPOSAL**

## **AIR CONDITIONING AUTOMATION IN PANOLA COUNTY COURTHOUSE, SHERIFF'S DEPARTMENT AND JUDICIAL CENTER**

Proposal should include any and all expenses involved with the installation of:

- 50 discharge air sensors
- Fan status sensor on each unit
- Network Automation Device
- Add routers where needed
- Scheduling feature
- System alarm sent by phone or email
- Network graphic
- Hard wired in
- Install new thermostat wire where needed

Proposer shall provide three (3) references.

Successful proposer shall begin project within thirty (30) days of receiving proposal.

Successful proposer shall work its schedule around all courtrooms while occupied.

For more information regarding this Proposal contact Building Maintenance Superintendent Tommy Earle Office (903) 693-0318; Cell (903) 692-2844.



# BID PROPOSAL

## AIR CONDITIONING AUTOMATION IN PANOLA COUNTY COURTHOUSE, SHERIFF'S DEPARTMENT AND JUDICIAL CENTER

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Courthouse in Carthage, Texas.

**EQUIPMENT/ INSTALLATION**  
**(See Specifications)**

\$ \_\_\_\_\_

Exceptions to specifications: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

**ACCEPTED:**

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE