**COKE COUNTY INVITATION TO BID FOR**

**HVAC REPLACEMENT PROJECT**

Date: February 15, 2023

Dear Bidder:

Coke County invites you to submit a bid for HVAC Replacement Project Services.

Coke County will receive Sealed Bids addressed to the County Judge’s Office, 13 East 7th St, Robert Lee, TX 76945 by 5:00 pm on Friday, March 24, 2023. No Late Bids will be accepted. The Bids will be publicly opened and read aloud at the regularly scheduled Coke County Commissioners Court meeting. All Bidders are invited to attend the opening. No Fax Proposals will be accepted.

Questions concerning this Bid Packet may be directed via e-mail, or phone, to:

**Name: Hal Spain**

**Title: Coke County Judge**

**E-Mail:** [hal.spain@co.coke.tx.us](mailto:hal.spain@co.coke.tx.us)

**Phone: (325) 453-2641**

The Bid Notice in its entirety can be found on the Coke County Website at [www.co.coke.tx.us](http://www.co.coke.tx.us), under the Public Notices section.

Coke County reserves the right to refuse and reject any or all bids, waive any or all formalities or technicalities, hold bids for a period of 60 days without taking action, and accept the bid to be the best and most advantageous to Coke County. Coke County reserves the right to accept multiple bids if it is in the best interest of the County.

**INSTRUCTIONS TO BIDDERS**

***BID INFORMATION***

**THE BID**

Competitive formal bids will be received for: Air Conditioning/Heating Replacement Project.

Coke County is seeking competitive sealed proposals for the HVAC Replacement Project at the Coke County Courthouse, 13 7th St., Robert Lee, TX. Successful Bidder will be responsible for replacing thirteen (13) combination natural gas and electric heating/air conditioning units on the roof of the courthouse. Successful Bidder will include pricing for an optional ultra-violet or similar air purification system with each unit. Said Bidder will also be responsible for removal and disposal of old units, plus installation of new units, plus connecting to existing utilities. Some equipment that may be needed, but is not limited to: crane or forklift.

A minimum ten year parts limited warranty plus a ten year compressor limited warranty (provided by the manufacturer) is also required as part of this bid.

Problems that need to be considered after selection of a unit include condensate removal, electricity requirements, and materials that are feasible with the existing resources on site.

Coke County also requires an effective date concerning the length of time the bid is good for.

**EXCEPTIONS OR CHANGES**

No bid may be altered or amended after the bid date, although any bid may be

withdrawn and resubmitted before that date. Any bids received after the bid date and time specified in the bid packet will be returned unopened.

No changes or alterations will be allowed to the bidder’s instructions and specifications unless specifically changed by an addendum.

**TAXES**

Coke County is exempt from Federal Excise Tax, State Tax, and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**TAX IDENTIFICATION NUMBER (TIN)**

A W-9 Form will be required of all vendors doing business with Coke County

**The W9 form must be included with the Bid**.

**INVOICING**

Invoice must be submitted at time of completion of project.

**PAYMENT**

Payment shall be made after entire project is completed. Coke County will consider invoice and approve payment at the next regularly scheduled Commissioners Court meeting, following completion of the entire project.

**INDEMNIFICATION**

Supplier/Contractor shall indemnify, defend and hold harmless Coke County, its affiliates and subsidiaries, from and against any and all claims, liabilities, losses, damages, cost or expense (including but not limited to reasonable attorney’s fees) arising out of, resulting from or occurring in connection with the performance of the contract and/or supplies that is (I) attributable to any bodily or personal injury, sickness,

diseases or death of any person or any damage or injury to or destruction of real or

personal property including the loss of use thereof; and (II) caused in whole or in part by any negligent, strict liability or other act or omission of their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder. This indemnification shall extend to claims occurring after any contract is terminated as well as while it is in force.

**LICENSING & INSURANCE**

Successful bidder will be a fully licensed and insured company which provides Workers Compensation to their employees.

**PERFORMANCE BOND**

A Performance Bond will be required of the successful bidder in the amount of the entire contract.

**EEOC GUIDELINES**

During the performance of this Contract, the Supplier/Contractor agrees not to

discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status, or physically challenging condition.

**TERMINATION OF AGREEMENT**

The contract may be terminated by Coke County or by Bidder with 30 days written notice by either party.

**ETHICS STATEMENT**

The undersigned bidder, by signing and executing this bid, certifies and represents to

Coke County that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage

relating to this bid. The bidder certifies and represents that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient’s decision, opinion, recommendation, vote or other exercise of discretion concerning this bid, the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Coke County concerning this bid on the basis of any consideration not authorized by law.

The bidder also certifies and represents that bidder has not received any information not

available to other bidders so as to give the undersigned a preferential advantage with respect to this bid. The bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and that bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of Coke County in return for the person having exercised their official discretion, power or duty with respect to this bid. The bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of Coke County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

The vendor shall defend, indemnify, and hold harmless Coke County, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or Supplier of contractor in the execution or performance of this bid.

I have read all of the specifications and general bid requirements and do hereby certify that all items submitted meet specifications.

**FIRM’S REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Signature)**

**TYPE/PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY, STATE, & ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FEDERAL ID# AND/OR S/S #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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. The commission does not

have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make 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

starting on January 1, 2016.