**COKE COUNTY INVITATION TO BID**

**REMODEL OF ROBERT LEE POOL**

Date: March 17, 2022

Dear Bidder:

Coke County invites you to submit a bid for the remodel of the Robert Lee Pool in Coke County.

Coke County will receive Sealed Bids addressed to the County Judge’s Office, 13 East 7th St, Robert Lee, TX 76945 by April 8, 2022 at 1:00 p.m. 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.

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**

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(s) regarding the Coke County Pool in Robert Lee, TX.**

Re-plaster with a commercial quartz plaster and re-tile the pool.

Tile the entryway and bathroom floors.

Each line item shall be bid individually and may be accepted or rejected therein. Colors, tiles and textures shall be approved by Coke County Commissioner Precinct 1 prior to beginning the renovation. Successful bidder will provide Coke County as an additional insured with a minimum of $1,000,000 of liability insurance. The Commissioner of Precinct 1 will be present at the beginning and ending of each phase to approve renovation performance(s). Renovation will begin within 30 days of bid letting. Successful bidder will be allowed 30 days for completion. There is no intention to disqualify any bidder who can meet the specifications.

**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withdrawn and resubmitted before that date.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 and approved by the Coke County Commissioner Precinct 1.

**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**

All invoices must be submitted itemized.

**PAYMENT**

Payment shall be made after Coke County has approved payment and then held a regularly scheduled Commissioners Court meeting. Payment will be made in full upon completion of the 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.

**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 the Vendor(s) awarded the contract 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.