

# *VAN ZANDT COUNTY*

121 E. Dallas, Room 102 -- Canton, Texas 75103  
903-567-2171 or 903-567-4700 (fax)

Sandy Hill  
County Auditor

Michelle Kenny  
Assistant Auditor

Lisa Hutcherson  
Assistant Auditor

## **NOTICE**

The Van Zandt County Commissioners' Court is seeking Requests for Proposal (RFP) for **replacement** of the Evaporative Cooler at the main courthouse located at 121 E. Dallas Street, Canton, Texas.

RFP must be received in the Auditor's office prior to 2:00 PM, Friday, August 6, 2021, for opening, review and tabulation. RFP's will be presented to Commissioners' Court for award on Wednesday at 9:00 AM on August 18, 2021. Submitters of proposals are welcome to attend. RFP should be marked "**Van Zandt County Evaporative Cooler**" and can be mailed or delivered to:

Van Zandt County Auditor  
121 E. Dallas, Room 102  
Canton, Texas 75103  
(903) 567-2171

RFP sheets may be picked up at the Van Zandt County Auditor's Office located in the Courthouse basement, Canton, Texas, or at [vanzandtcounty.org](http://vanzandtcounty.org).

The County reserves the right to accept or reject in part or in whole any RFP's submitted, and to waive any technicalities for the best interest of the County.

**PLEASE RUN IN THE VAN ZANDT NEWS THE WEEK OF July 18, 2021  
AND July 25, 2021.**

**PLEASE PROVIDE AN AFFIDAVIT OF PUBLICATIONS**

VAN ZANDT COUNTY, TEXAS

**PROPOSAL “Van Zandt County Evaporative Cooler”**

RETURN PROPOSAL TO: VAN ZANDT COUNTY AUDITOR'S OFFICE  
121 EAST DALLAS, ROOM 102  
CANTON, TEXAS 75103

The enclosed Request for Proposal (RFP) and accompanying SPECIFICATIONS AND RFP SHEETS are for your convenience in bidding the enclosed referenced products and/or services for VAN ZANDT COUNTY.

**Proposals shall be received no later than: 2:00 PM, Friday August 6, 2021.**

**MARK ENVELOPE: “Van Zandt County Evaporative Cooler”**

VAN ZANDT COUNTY appreciates your time and effort in preparing a RFP. Please note that all RFP's must be received at the designated location by the deadline shown. RFP's received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in the County Courtroom, Courthouse, Canton, Texas at **2:00 PM, Friday, August 6, 2021** and awarded **9:00 AM, Wednesday, August 18, 2021, during the County Commissioners' Court.** You are invited to attend.

Van Zandt County is aware of the time and effort you expend in preparing and submitting RFP's to the county. Please let us know of any RFP requirements which are causing you difficulty in responding to our RFP's. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to submit a RFP at this time, but wish to remain on the RFP list for this type commodity, please submit a "No RFP". If you wish to be removed from the RFP list, please let us know. Anyone currently on our RFP list who does not respond to this request by submitting a RFP or "No RFP" will be removed from the RFP list.

Contracts will be awarded at the meeting of the Van Zandt County Commissioners' Court in the County Courtroom at 9 a.m., Wednesday on August 18, 2021. To obtain results, or if you have any questions, please contact the **VAN ZANDT COUNTY AUDITOR'S OFFICE at 903-567-2171.**

**VAN ZANDT COUNTY**  
**REQUESTS FOR PROPOSALS**  
**INSTRUCTIONS/TERMS OF CONTRACT**  
**EVAPORATIVE COOLER**

By order of the Commissioners' Court of Van Zandt County, Texas, RFP's will be received for:

**"Van Zandt County EVAPORATIVE COOLER"**

**IT IS UNDERSTOOD** that the Commissioners' Court of Van Zandt County reserves the right to reject any or all RFP's for any or all products and/or services covered in this RFP request and to waive informalities or defects in RFP's or to accept such RFP's as it shall deem to be in the best interests of Van Zandt County.

**RFP'S MUST BE** submitted on the RFP sheet forms included for that purpose in this packet. RFP's shall be placed in a sealed envelope and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**SUBMISSION OF RFP'S:** Sealed RFP's shall be submitted to:

VAN ZANDT COUNTY AUDITOR  
VAN ZANDT COUNTY COURTHOUSE  
121 EAST DALLAS, ROOM 102  
CANTON, TEXAS 75103

No later than 2:00 PM, August 6, 2021.

**MARK ENVELOPE: "Van Zandt County Evaporative Cooler"**

**ALL RFP'S MUST BE RECEIVED IN THE COUNTY AUDITOR'S OFFICE BEFORE OPENING DATE AND TIME.**

**FUNDING:** Funds for payment have been provided through the Van Zandt County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Van Zandt County fiscal year shall be subject to budget approval.

**LATE RFP'S:** RFP's received in the County Auditor's office after submission deadline will be considered void and unacceptable. Van Zandt County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Auditor's office shall be the official time of receipt.

**ALTERING RFP'S:** RFP's cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the RFP, guaranteeing authenticity.

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

**SALES TAX:** Van Zandt County is exempt by law from payment of Texas Sales Tax.

**RFP AWARD:** Van Zandt County reserves the right to award RFP's on the lump sum or unit price basis, whichever is in the best interest of the county.

**CONTRACT:** The RFP, when properly accepted by Van Zandt County, shall constitute a contract equally binding between the successful submitter and Van Zandt 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 Van Zandt County Auditor.

**IF DURING THE** life of the contract, the successful submitter 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 Van Zandt County.

**DELIVERY:** All delivery and freight charges (FOB Van Zandt County designated location) are to be included in the RFP price unless otherwise stated in the specifications.

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

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

**EXCEPTIONS/SUBSTITUTIONS:** All RFP's meeting the intent of this invitation to RFP will be considered for award. Submitters taking exception to the specification, or offering substitutions, shall state these exceptions by attachment as part of the RFP. The absence of such a list shall indicate that the submitter has not taken exceptions and shall hold the submitter responsible to perform in strict accordance with the specifications of the invitation. Van Zandt 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 the county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in RFP specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. RFP's on items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation to RFP and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Van Zandt County Auditor. Addenda will be mailed to all who are known to have received a copy of this Invitation to RFP. Submitters shall acknowledge receipt of all addenda.

**RFP 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 RFPDERS:** A prospective submitter must affirmatively demonstrate submitter's responsibility. A prospective submitter 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;
5. Be otherwise qualified and eligible to receive an award.

Van Zandt County may request representation and other information sufficient to determine submitter's ability to meet these minimum standards listed above.

**REFERENCES:** Van Zandt County requests submitter to supply, with this ITB, a list of at least three (3) references where similar services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

**RFPDER SHALL PROVIDE** with this RFP response, all documentation required by this ITB. Failure to provide this information may result in rejection of RFP. If a submitter is not able to meet availability and delivery of any product (materials), the commissioners may order from the second best submitter. After the project is completed the current material RFP remains with the current awarded submitter.

**SUCCESSFUL RFPDER SHALL** defend, indemnify and save harmless Van Zandt 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 submitter, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from RFP award. Successful submitter indemnifies and will indemnify and save harmless Van Zandt 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 submitter shall pay any judgment with costs which may be obtained against Van Zandt County growing out of such injury or damages.

**WAGES:** Successful submitter shall pay or cause to be paid, without cost or expense to Van Zandt County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**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 submitter must state therein the reasons for such cancellation. Van Zandt County reserves the right to award any canceled contract to the next lowest and best submitter as it deems to be in the best interest of the county.

**TERMINATION FOR DEFAULT:** Van Zandt County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Van Zandt County reserves the right to terminate the contract immediately in the event the successful submitter fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

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

Submitter, in submitting this RFP, agrees that Van Zandt County shall not be liable to prosecution for damages in the event that the county declares the submitter in default.

**NOTICE:** Any notice provided by this RFP (or required by Law) to be given to the successful submitter by Van Zandt 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 Canton, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful submitter at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful submitter agrees to protect Van Zandt County from claims involving infringements of patents and/or copyrights.

**PURCHASE ORDER:** A purchase order(s) shall be generated by Van Zandt County to the successful submitter for all purchases that total five hundred dollars (\$500.00) or more. The purchase order number must appear on all itemized invoices and packing slips. Van Zandt County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful submitter, (b) name and address of receiving department and/or delivery location, (c) Van Zandt County Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

**INVOICES** shall show all information as stated above, shall be issued for each purchase order, and shall be mailed directly to the Van Zandt County Treasurer, 121 East Dallas, Room 101, and Canton, Texas 75103.

**PAYMENT** will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

**ITEMS** supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful submitter at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

**SAMPLES:** When requested, samples shall be furnished free of expense to Van Zandt County.

**WARRANTY:** Successful submitter shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

**ASSIGNMENT:** The successful submitter shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Van Zandt County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission 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.

**RFP AFFIDAVIT:** Each prospective submitter shall complete and return the enclosed RFP affidavit with your RFP. Failure to do so may result in the rejection of your RFP.

**ANY QUESTIONS** concerning this Invitation to RFP and Specifications should be directed to the Van Zandt County Auditor's Office at 903-567-2171.

I hereby certify that this RFP is authorized by the firm I represent and was made without collusion with any other submitter or prospective submitter.

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

SIGNED: \_\_\_\_\_

PH. NO.: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_



RFP AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully reviewed and are submitted as correct and final. Submitter further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the Invitation for RFP. The period of acceptance of this RFP will be \_\_\_\_\_ calendar days from the date of the RFP opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of said \_\_\_\_\_.

I hereby certify that the foregoing RFP has not been prepared in collusion with any other submitter or other person or persons engaged in the same line of business prior to the official opening of this RFP. Further, I certify that the submitter is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities RFP on, or to influence any person or persons to RFP or not to RFP thereon."

Name and address of submitter:

\_\_\_\_\_

Telephone #: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name)

Signature: \_\_\_\_\_ SUBSCRIBED AND

SWORN to before me by the above-named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ Notary Public in

and for the State of \_\_\_\_\_.

**Van Zandt County Main Courthouse  
121 E Dallas Street  
Canton, Texas**

**Replacement of Evaporative Cooler**

**Specifications**

All interested parties are encouraged to inspect Courthouse

Approximately 30,000 sq ft of conditioned air space

Approximately 60 air handlers in 3 floors of courthouse

Random testing will be made to confirm compliance with needs.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

RFP's must be submitted on an approved RFP form.

Final inspection and acceptance may be required.

Retainage of 10% may be required

Contract or agreement will be required including proof of appropriate insurance. Draws needed, if any, should be spelled out in agreement or contract.

RFP Amount \$ \_\_\_\_\_

Projected start date \_\_\_\_\_

Projected down time of Courthouse \_\_\_\_\_

Concrete pad requirements \_\_\_\_\_

References (3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Warranties to  
materials/labor\_\_\_\_\_

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Additional pertinent  
information\_\_\_\_\_

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Mail List

Loftis Heating & Air Conditioning  
P O Box 848  
10321 FM 607  
Brownsboro, TX 75756

Consolidated Refrigeration TEC  
P O Box 551267  
Dallas, TX 75355-1267

Maddox Air Conditioning  
125 S Bonner St  
Tyler, TX 75702

East Texas Refrigeration  
4700 Old Troup Hwy  
Tyler, TX 75707

AirTech  
17334 County Road 1325  
Flint, TX 75762

TRANE  
1400 Valwood Parkway  
Suite 100  
Carrollton, TX 75006

DRING  
P O Box 816367  
Dallas, TX 75381

Integrity Air  
P O Box 871653  
Mesquite, TX 75187

MesquiteHeating & Air  
10674 FM 1641  
Forney, TX 75126

Infinity Texas  
506 S Washington  
Kaufman, TX 75142