



FANNIN COUNTY RFQ 2025-01

REQUEST FOR QUALIFICATIONS FOR INSPECTION SERVICES

A. BACKGROUND

Fannin County proposes to retain a highly qualified, capable firm to act as an inspector to assess Fannin County Courthouse for defects and to provide an estimate for repairs. Focus should be on fire and safety hazards, faulty architectural design and engineering, and code violations. **Do not show fees at this time.** The County is reviewing qualifications only at this time. The selected firm will need to have qualified staff available including electrical, civil, mechanical, plumbing, and structural, engineers, and architects. The County anticipates a contract, which will include a completion date and hourly fees. The County reserves the right to include additional project elements in the initial or subsequent professional service agreements as the County (at its sole discretion) may deem appropriate. The firm may be required to identify and select any appropriate sub-consultants; however, the County reserves the right to disapprove proposed sub-consultants that will be associated with the Project.

PROJECT SCOPE OF WORK

Fannin County, Texas, invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in inspecting the Fannin County Courthouse determining what is defective with construction and the cost of repair. The process will entail reviewing documents including contracts, work orders plans and certifications, permits, construction meeting minutes, correspondence, and such other documentation as it deems necessary.

B. SELECTION AND AWARD PROCESS

Fannin County uses a two-step process for the final selection of an inspection firm.

Step 1 consists of a Qualifications package to be submitted by firms interested in being considered. The County may select up to three (3) short-listed firms based on an evaluation of the written materials submitted. Short-listed firms may be asked to submit additional information.

Step 2 consists of the selection of one finalist following interviews with the short-listed firms. The County initiates negotiations with the selected consultant to develop a scope of work. If negotiations are unsuccessful, the County enters in to the process with the next highest ranked short-listed firm. The contract is subject to the approval of the Commissioners Court.

Professional services are procured in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, and Professional Services. Selection of the most highly qualified respondent is made based on demonstrated competence and qualifications as determined by Fannin County based on the information provided in the response to the RFQ.

NO INDIVIDUAL OF ANY COUNTY DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE COUNTY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS.

C. SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS

One original and five copies of the response, including all required forms and applicable supporting documentation, are required. Failure to submit the required number of copies may result in the proposal being declared unresponsive. The original must be clearly marked "ORIGINAL" and the copies must be clearly marked "COPY".

Qualified Firm must fill in and sign:

Vendor Tax ID# _____

Company Name

Address

City

State

Zip Code

Phone Number

Email Address

Authorized Signature

Date

Responses must be submitted no later than June 3, 2025 at 3:00 PM. The responses must be inside a sealed envelope or container when submitted. The response material must be addressed and delivered to:

Fannin County Purchasing
Julie Criswell
101 East Sam Rayburn Drive, Ste. 313
Bonham, TX 75418

The outside of the envelope or container must state: **2025-01 RFQ for Inspection Services for Fannin County.**

Questions must be directed to Julie Criswell at jcriswell@fanninco.net. Questions relating to definitions or interpretations of the RFQ must be submitted in writing on or before May 30, 2025.

Submittals received later than the above deadline for submissions will be rejected and returned unopened.

D. SCHEDULE FOR SELECTION PROCESS

- Fannin County begins the RFQ Process on **May 20, 2025**
- Submittals are due no later than **June 3, 2025 at 3:00 PM**
- Submittals will be opened **June 3, 2025 at 3:15 PM**
- A Screening Committee reviews submittals and determines which qualified candidates are invited to present their qualifications further at an interview with the Screening Committee.
- The Screening Committee will meet with candidates **June 10, 2025 at 3:00 PM** and the Commissioners Court will follow up with the Screening Committees decision no later than **July 1, 2025**
- Written questions must be directed to Julie Criswell at jcriswell@fanninco.net. Questions relating to definitions or interpretations of the RFQ must be submitted in writing on or before **May 30, 2025.**

E. RIGHT OF COUNTY TO CANCEL REQUEST FOR QUALIFICATIONS, TO ELECT NOT TO AWARD, TO REJECT SUBMITTALS, AND TO WAIVE INFORMALITIES OR IRREGULARITIES

The County expressly reserves the right to cancel the RFQ at any time, to elect not to award contracts cited in the RFQ, to reject any or all submittals, to waive any informality

or irregularity in any submittal received, and to be the sole judge of the merits of the respective **submittals received**.

F. DESCRIPTION OF SELECTION CRITERIA

1) PROJECT TEAM ORGANIZATIONS AND QUALIFICATIONS (30 POINTS)

- Qualifications and previous related work of key project personnel, particularly with regard to working with municipalities of similar size, government structure, complexity and issues.
- Communication and logical structure of the team organization.
- Include an organizational chart of the project team.
- Indicate each team member's name, title, license (if applicable), and years of experience necessary for the engagement.
- Describe the qualifications of each team member as it relates to the scope of work
- Include descriptions of **relevant** previous projects that key project staff have played a central role in developing.
- Include educational background.
- Include professional engineering license status.

2) EXPERIENCE ON SIMILAR PROJECTS (30 POINTS)

- Record of performance of the firm
- Ability to complete the work on time and within budget
- Discuss the firm's experience on similar projects

Include a brief description of each **relevant** project that includes: (1) project scope, (2) location, (3) client liaison name and phone number, (4) proposed and actual start and completion dates, and (5) other pertinent information.

3) PROJECT APPROACH (30 POINTS)

- Project methodology
- Types of services to be provided
- Timeliness of proposed work schedule
- Discuss the approach to be used to complete the work
- Indicate the responsibilities of each team member
- Indicate the office location from which the work is to be performed

4) OVERALL RESPONSIVENESS TO THE RFQ (10 POINTS)

Electronic capabilities. Discuss the firm's capabilities to use electronic systems; e.g., email, computer drafting (indicate software used).

NO STATEMENT OF FEES FOR THE SUBJECT SCOPE OF WORK, EITHER HOURLY OR FIXED PROPOSAL COST, SHALL BE INCLUDED WITH THE SUBMITTAL.

Disclosure of Interested Parties

Form 1295

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, signing and returning the form to the Fannin County Purchasing Department.

Once the form is received by the Purchasing and Contract Department, the Buyer associated with the project will log-in to the Texas Ethics Commission Portal and acknowledge the receipt of the form not later than the 30th day after the date of the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Additional Terms and Conditions:

Pursuant to Government Code 2252.908 in regards to HB 1295 filing of application of Certificate of Interested Parties (Form 1295) shall be completed after proposal has been awarded. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

[1295 Filing Info](#)

Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.**

I, (authorized official), do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel

List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Signature Date

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, and partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. **Therefore the included Chapter 2274 Texas Government Code Firearm Verification Form shall be included within bid package or said bid shall not be considered.**

Firearm Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a _____ firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm

trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees,
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- ☐ will be between a governmental entity and a sole proprietor; or
- ☐ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between Fannin County and the Company.

Date

Signature

Pursuant to Chapter 2276 and Section 2276.002 of the Texas Government Code: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott Verification Form

I, _____, the undersigned representative of _____ (~~the "Company"~~) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2276 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2276 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2276 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;

- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between Fannin County and the Company.

Date

Signature

NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED.

FUNDING: Funds for payment have been provided through the Fannin 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 Fannin County fiscal year shall be subject to budget approval.

COOPERATIVE PURCHASING: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Fannin County and successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Fannin County shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

LATE BIDS: Bids received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

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 Fannin County Purchasing Agent.

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

DELIVERY: All delivery and freight charges (FOB Fannin County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place commodity(ies) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order.

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, Subtitled C, Chapter 171.

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

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Fannin County Commissioners Court reserves the right to accept any and/or all/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/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on commodities of like quality will be considered.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of commodity~~(ies)~~.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL COMMODITIES must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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.

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

BIDDER SHALL PROVIDE with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin 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 bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

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

TERMINATION FOR DEFAULT: Fannin 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. Fannin County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of Fannin County, by an agent so designated, without expense to Fannin County.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

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

INVOICES shall show all information as stated above and shall be mailed directly to the Fannin County Auditor's Office, 101 E. Sam Rayburn, Suite 303, Bonham, Texas 75418.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder~~(s)~~ is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

SAMPLES: When requested, samples shall be furnished free of expense to Fannin County.

WARRANTY: Successful bidder shall warrant that all commodities 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 bidder and Fannin 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 performable in Fannin County, Texas.

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

SILENCE OF SPECIFICATION: 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.

Fannin County reserves the right to reject bids and refuse to contract with person (s) indebted to the County under LGC 262.0276.

ANY QUESTIONS concerning this Invitation for Bid and Specifications should be directed to the Purchasing Department at (903) 583-0054, Julie Criswell - Purchasing Agent.

ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED TO THE SENDER UNOPENED. THE FANNIN COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. EACH BID SUBMITTED MUST BE PROPERLY SIGNED.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY FANNIN COUNTY COMMISSIONERS' COURT.

PREFERENTIAL REQUIREMENT: The County of Fannin, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located:
 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes no
 - c.) if "yes", what is that dollar increment or percentage?

HAVING READ AND UNDERSTOOD THE INSTRUCTIONS, TERMS, CONDITIONS, SPECIFICATIONS AND INVITATION TO BID, WE SUBMIT THE FOLLOWING IN RESPONSE TO FORMAL BID INVITATION AND HEREBY FURTHER AGREE TO PROVIDE TO THE COUNTY ANY AND ALL INVOICES IT MAY REQUIRE FOR PRICING VERIFICATION UNDER THIS CONTRACT:

Any questions concerning this bid are directed to Julie Criswell, Fannin County Purchasing Agent at 903-583-0054