



**FANNIN COUNTY
REQUEST FOR PROPOSALS**

RFP # 2025-003

**TRANSPORT AND MORTUARY SERVICES FOR
HUMAN REMAINS**

**SUBMITTAL DEADLINE: TUESDAY, JULY 15, 2025
Before 3:00 PM**

**FANNIN COUNTY
PURCHASING AGENT'S OFFICE
101 E. SAM RAYBURN DR.
SUITE 313
BONHAM, TX 75418
(903) 583-0054**

The enclosed REQUEST FOR PROPOSAL and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced TRANSPORT and MORTUARY SERVICES FOR HUMAN REMAINS.

The Commissioners Court of Fannin County, TX reserves the right to accept or reject any/or all proposals as it shall deem to be in the best interest of Fannin County. Receipt of any proposal shall under no circumstances obligate Fannin County to accept the lowest proposal. The award of the contract or contracts shall be made to one or more responsible contractor or contractors whose proposal is determined to be the most attractive to Fannin County, resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

Proposals shall include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

SUBMISSION OF PROPOSALS

One (1) original and three (3) copies of all proposal documents shall be sealed and submitted as contractor's response to:

**FANNIN COUNTY
PURCHASING AGENT
JULIE CRISWELL
101 E. SAM RAYBURN DR.
SUITE 313
BONHAM, TX 75418
(903) 583-0054**

**SUBMITTALS MUST BE FILED IN THE COUNTY PURCHASING AGENT OFFICE
BEFORE 3:00 PM TUESDAY, JULY 15, 2025**

Label envelope: RFP # 2025-003 TRANSPORT and MORTUARY SERVICES

**SUBMITTALS SHALL BE OPENED AT 3:15 PM TUESDAY, JULY 15, 2025 IN THE
FANNIN COUNTY PURCHASING AGENT'S OFFICE, 101 E. SAM RAYBURN DR.
SUITE 313, BONHAM, TX 75418**

SELECTION AND AWARD PROCESS

Fannin County uses a two-step process for the final selection or selections for awarding the **Transport and Mortuary Service** proposal.

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

Step 2 consists of the election of one or more finalist following interviews with the short-listed companies. The County initiates negotiations with the selected company or companies. If negotiations are unsuccessful, the County enters in to the process with the next highest ranked short-listed company. Any contract is subject to the approval of the Commissioners Court.

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 PROPOSAL.

ADDENDA TO THE REQUEST FOR PROPOSAL

Requests for interpretations and clarifications of the RFP may only be made in writing. All requests must be submitted in writing to Julie Criswell, Purchasing Agent, at jcriswell@fanninco.net.

It shall be the responsibility of each vendor, prior to submitting the competitive proposal, to check the website to confirm if addenda were issued and to make such addenda a part of the competitive proposal.

LATE PROPOSALS

Proposals received in the Purchasing 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 in the Purchasing Office shall be the official time of receipt.

ALTERING PROPOSALS

Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the contractor for a period of ninety (90) days following the date designated for the receipt of proposal, and contractors so agree upon submittal of their proposal.

PROPOSAL OPENING

Proposals will be received and publicly acknowledged at the location, date, and time stated above. Contractors, their representatives, and interested persons may be present. The proposals shall be received and acknowledged so as to avoid disclosure of the contents to competing contractors and kept secret during negotiations. 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 contractor as such.

SALES TAX

Fannin County, Texas is by statute exempt from the state sales tax and federal excise tax; therefore, the proposal price shall not include taxes.

CONFLICT OF INTEREST

No public official or Fannin County employee shall have interest in this contract, in accordance with Vernon, Texas Codes Annotated, Local Government Codes Title 5, Submitted C, Chapter 171.

INTRODUCTION

Fannin County is soliciting sealed proposals from qualified vendors for Transport and Mortuary services for human remains.

Services will include, but are not limited to, **removal, transportation, storage**, and other related tasks as specified in this **Request for Proposals (RFP)**. This RFP is part of a **competitive procurement process** designed to ensure all qualified Vendors have a fair and equal opportunity to participate. **While pricing will be considered, it will not be the sole determining factor**; the County reserves the right to negotiate terms that provide the **best overall value**. The County may award contracts to **one or more Vendors**, and if multiple contracts are awarded, a **rotation schedule** will be implemented to ensure equitable distribution of services. **All services must be performed exclusively by employees of the awarded Vendor(s); subcontracting is strictly prohibited.**

SCHEDULE FOR SELECTION PROCESS

The following projected dates are set forth for your knowledge and understanding:

- Fannin County begins the RFP Process on **July 1st, 2025**
- Written questions must be directed to Julie Criswell at jcriswell@fanninco.net. Questions related to definitions or interpretations of the RFP must be submitted in writing on or before **July 11, 2025**
- Proposals are due no later than **July 15, 2025 at 3:00 PM**
- Proposals will be opened **July 15, 2025 at 3:15 PM**
- A Screening Committee will meet with candidates **July 29, 2025 at 2:30 PM** and the Commissioners Court will follow up with the Screening Committees decision no later than **August 5, 2025**.

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

I. PROPOSAL TERMS

- The Commissioners Court of Fannin County reserves the right to reject any and all proposals received as a result of this RFP. If one or more proposals are selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications, and capabilities to provide the specified service, and other factors, which may be considered in the best interest of the County. The County does not intend to award a contract fully based on any response made to the proposal. The County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with the independent contractor or contractors whose proposal is deemed to best meet the County's specifications and needs.
- Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of no less than (90) days. **Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.**
- In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 1 of this document.
- Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract. It is anticipated that if a contract is awarded for these services that services will begin on July 1, 2025.
- Fannin County reserves the right to increase or decrease the amount of **Transport and Mortuary** services based upon annual budget constraints with fifteen (15) days' notice.
- Fannin County reserves the right to award a separate contract to separate vendors for each item/group or to award one or more contract for the entire RFP.
- During the contract term Fannin County reserves the right to add or remove locations as determined necessary by the County with fifteen (15) days' notice. If locations are modified the contract pricing may be adjusted accordingly.

II. PROPOSAL SPECIFICATIONS

Please provide the following information as attachments:

- Independent contractor's qualifications
- Years in business
- Experience providing the level and type of service specified in the RFP.
- Signed and notarized Proposal Affidavit
- Completed Proposal Response Form
-
- Copy of Licensed Funeral Director's License
- Copy of Mortuary/Storage Facility License

- Three (3) current references of Transport and Mortuary Service agreements covering similar services listed in the proposal. Include company name, contact name, phone number and email address.

Note: Government references are preferred.

III. EVALUATION CRITERIA

The following criteria will be used by some County employees to evaluate the proposals and make a selection:

- ❖ 30% Qualifications & Experience
- ❖ 25% Service Approach
- ❖ 25% Cost & Value
- ❖ 10% References & Past Performance
- ❖ 10% Licenses & Compliance

County staff may choose to meet with the top-rated offerors. Any additional information requested shall be considered as part of the proposal and evaluated as such. Fannin County reserves the right to negotiate a best and final offer with the selected vendor.

IV. STANDARD CONTRACT PROVISIONS

Should a contract be awarded, the selected contractor or contractors will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. The following is a summary of the general terms and contract provisions that apply to all independent contractors of service to Fannin County.

A. GENERAL TERMS – INDEPENDENT CONTRACTOR RESPONSIBILITIES

1. The independent contractor is to report to the County's designated representative and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
2. All reports, estimates, memoranda and documents submitted by the independent contractor must be dated and bear the independent contractor's name and be submitted to the County's designated representative.
3. All reports made in connection with these services are subject to review and final approval by the County's designated representative.
4. The County may review and inspect the independent contractor's activities during the term of this contract.
5. If applicable, the independent contractor shall submit a final, written report to the County's designated representative.
6. After reasonable notice to the independent contractor, the County may review any of the independent contractor's internal records, reports, or insurance policies.
7. The independent contractor will provide the required services personally and will not subcontract or assign the services without the County's prior written approval.

8. The independent contractor will not hire any County employee for any of the required services without the County's prior written approval.
9. All employees hired by the independent contractor must pass a background check before completing any scope of work for the county.
10. The Independent contractor has the right to hire employees as needed. Each employee's legal name, address and driver's license number must be submitted to the County Judge where a criminal background check will be completed prior to receiving access to any of the County's buildings.
11. The parties agree that the independent contractor is neither an employee nor an agent of the County for any purpose.

B. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The contractor agrees to indemnify and save harmless the County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Provider or of any person employed by the contractor. The contractor shall also indemnify and save harmless the County from any and all expense, including, but not limited to, attorney fees which may be incurred by the County in litigation or otherwise resisting said claim or liabilities which may be imposed on the County as a result of such activities by the contractor or its employees. The contractor further agrees to indemnify and save harmless the County from and against all claims, demands, and causes of action of every kind and character brought by any employee of the contractor against the County due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the contractor.

C. INSURANCE REQUIREMENTS

Any successful offeror shall be required to show evidence of Comprehensive General Liability Insurance and Automobile Liability Insurance with Fannin County, Texas, listed as additional named insured. Any successful offeror shall also be required to carry Workers' Compensation Insurance in full compliance with the laws of the State of Texas.

The successful bidder shall furnish certificates of insurance as outlined below:

A. Certificates of Insurance

1. Shall furnish certificates of insurance issued by an insurance company authorized to do business in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2003. The certificate shall provide that the coverage not be reduced or cancelled without thirty (30) days advance written notice to Fannin County, Purchasing Office, 101 E. Sam Rayburn Drive, Suite 313 Bonham, TX 75418.
2. The certificate of insurance and the underlying insurance policies shall name Fannin County as an additional insured.

B. Insurance Policy Limits Requirements

1. Shall provide comprehensive general liability insurance and comprehensive automobile liability insurance, each policy having limits no less than One Million and no/100 (\$1,000,000.00) Dollars per claimant / One Million and no/100 (\$1,000,000.00) Dollars / per occurrence; Two Million and no/100

(\$2,000,000.00) Dollars aggregate; of Three Million and no/100 (\$3,000,000.00) Dollars combined limits.

2. In addition to the insurance policies required in Paragraph B(1), above, shall also provide an umbrella/excess liability policy of insurance with limits no less than One Million and no/100s (\$2,000,000.00) Dollars.

C. Coverage's Required in Comprehensive General Liability Insurance Policies.

1. The comprehensive general liability insurance policy shall include coverage for the following:
 - a. Premises operations
 - b. Independent contractors
 - c. Products / completed operations
 - d. Personal injury
 - e. Advertising injury
 - f. Contractual liability
 - g. Medical payments
 - h. Underground hazard
 - i. Explosion and collapse hazard
2. The comprehensive general liability insurance policy shall name Fannin County as an additional insured.

D. Coverages Required in Comprehensive Automobile Liability

The contractor shall provide comprehensive automobile liability insurance, including coverage for loading and unloading hazards, and for owned/hired/leased vehicles. The automobile Liability policy having limits no less than One Million and no/100 (\$1,000,000.00) Dollars.

The comprehensive automobile insurance policy shall name Fannin County as an additional insured.

D. BOND

Each proposer must submit a bid bond or cashier's check for five percent (5%) of the total amount bid. Once the RFP is awarded, the successful vendor must submit a performance and/or payment bond for the full amount of the award prior to commencement of work."

E. COMPLIANCE WITH LAWS AND REGULATIONS

The independent contractor will comply with all federal, state, and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

F. INTEREST OF INDEPENDENT CONTRACTOR AND FANNIN COUNTY

The independent contractor promises that it has no interest that would conflict with the performance of this contract. No officer, agency, employee of Fannin County, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. CONTINGENT FEES

The independent contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift, or contingent fee from the compensation due the independent contractor.

H. EQUAL EMPLOYMENT OPPORTUNITY

The independent contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, or political belief.

I. EQUAL ACCESS

The independent contractor shall provide the services without discrimination based on race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

J. OWNERSHIP OF DOCUMENTS AND PUBLICATION

As a result of this contract, all documents developed will be freely available to the public; none may be copyrighted by the independent contractor. During the performance of the services, the independent contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the independent contractor must reference the project sponsorship by Fannin County. Any publication of the information or results must be co-authored by the County.

J. ASSIGNS & SUCCESSORS

This contract is binding on the County and the independent contractor, their successors and assigns. Neither the County nor the independent contractor will assign or transfer its interest in this contract without the prior written consent of the other.

K. TERMINATION OF CONTRACT

In cases of termination without cause, either party may terminate the contract by giving thirty (30) days written notice to the other party.

L. PAYROLL TAXES

The independent contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

M. CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon, by the County and the independent contractor will be incorporated into this contract by written amendments signed by both parties.

N. CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this contract is Fannin County, Texas.

O. EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements, whether written or oral.

V. TERMS AND SPECIAL CONDITIONS

A. TERM OF CONTRACT

The initial term of the contract shall begin September 1, 2025 and end August 31, 2027. Upon the conclusion of this initial 12 months, the County, at its option may terminate this contract, or may choose to extend the contract for a one (1) year period. Thereafter, the contract may be extended for all of the County's facilities for three (3) additional one (1) year periods under like terms and conditions. Notice of intent to renew would be issued in writing by Fannin County thirty (30) days prior to the expiration dates of the contract.

B. GENERAL REQUIREMENTS

- The independent contractor will provide removal of human remains from death scenes as directed by Justices of the Peace or Sheriff's Dispatch.
- Transport remains to designated facilities for autopsy, cremation, or burial.
- Maintain dignity, proper temperature control, and security at all times.
- Maintain a documented chain of custody; testify in court if required.
- Storage of human remains if required.

C. RESPONSE AND TRANSPORTATION

- **Response Time:** Within 60 minutes of notification. In route to the removal site within 30 minutes.
- **Vehicles:** Climate-controlled, mechanically sound, and dignified appearance.
- **Storage Facility:** Capacity for at least six sets of remains; separate cooler for a minimum of three sets to prevent cross-contamination; fully licensed.

D. ADDITIONAL SERVICES

- Assist with blood/fluid draws upon request; Vendor supplies syringes and proper equipment.

- Arrange deliveries per receiving facility requirements (inside delivery, scheduling).
- Provide overnight or multi-leg transport as needed, including return transportation.

E. INDIGENT REMAINS

- Upon County acceptance, transport indigent remains to/from crematory and handle all cremation arrangements.
- Retrieve remains from other local funeral homes when required.
- Applicants must seek and demonstrate efforts to obtain available funding from the deceased resources prior to the County's designation of 'Indigent' for cremation services.

F. DOCUMENTATION AND REPORTING

- Record name, pickup time/date, delivery time/date, and any required chain-of-custody documentation.
- Provide weekly/monthly reports to the County upon request.

G. PROPOSAL FORMAT

Proposals should be concise and organized in the following order:

1. Cover Letter
2. Proposal Affidavit (signed and notarized)
3. Vendor Profile & Qualifications
4. Service Approach & Methodology
5. Staffing & Management Plan
6. Detailed Cost Proposal (per-case and monthly rates)
7. References (minimum three)
8. Required Licenses & Certifications

H. PRICING STRUCTURE

Complete the Bid Response Form with:

- Roundtrip transport for autopsy (per-case rate; monthly unlimited rate)
- Pickup and removal in Fannin County (per-case; monthly)
- Indigent cremation transport and cremation cost (per-case)
- Additional service fees (blood draw, after-hours use of prep room, storage beyond 24 hours)

I. BILLING AND PAYMENTS

The contractor shall submit a monthly invoice by the 10th of each month for the prior month's work.

Invoices shall be mailed to:

Fannin County
Accounts Payable
101 E. Sam Rayburn Drive
Suite 302
Bonham, TX 75418

Or emailed to:
ap@fanninco.net

Payment from the County for work performed in accordance with the contract shall be due thirty (30) days from receipt of the monthly invoice. The County may withhold any payment or partial payment otherwise due the contractor as a result of unsatisfactory performance by the contractor. The amount shall be withheld until such work is corrected.

AUTHORIZED SIGNATURE

Signature and Date

Company Name

Print Name

Company Address

Title

County, State, and Zip Code

Telephone Number

Email Address

Federal Tax ID Number

Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of ninety (90) days.

Attachments:

- Proposal Affidavit Form
- Bid Response Form
- Vendor References

COMPANY AFFIDAVIT

I, _____ (Name and Title), on behalf of
_____ (Company Name), hereby certify, under
penalty of perjury, that:

1. No member of any governing body, elected official, employee of the County, person purporting to represent the County, or any family member (including spouse, parent, or child) has received or been promised, directly or indirectly, any form of financial benefit (fees, commissions, finder's fees, gifts, or other remuneration) in exchange for awarding or executing a contract related to this submission.
2. I possess full authority to bind the company and have personally reviewed all materials submitted in response to the County's Request for Proposals, including attachments, appendices, and exhibits. I attest that the information provided is true, accurate, and complete.
3. I understand that any misrepresentation or falsification of information will result in immediate disqualification from the procurement process.
4. The County reserves the right to award the contract to the respondent it deems most advantageous, regardless of price or other factors.

Signature/Date

Printed Name/Title

Company Name/ Address, City, State, ZIP

Phone Number

Notary Acknowledgment
(Seal)

BID RESPONSE

Please complete all applicable sections.

1. Roundtrip Transportation for Autopsy (to Dallas County)

- Flat Rate (Per Case): \$ _____
- Monthly Unlimited Cases Rate: \$ _____
- One-way transport if another funeral home retrieved deceased after the autopsy:
\$ _____

2. Pick-Up & Removal of Human Remains (Fannin County)

Includes storage for the first 24 hours.

- Flat Rate (Per Case): \$ _____
- Monthly Unlimited Cases Rate: \$ _____

3. Indigent Deceased Transport & Cremation

- Flat Rate (Per Case): \$ _____

4. After-Hours & On-Call Services

- 24/7 Availability (including holidays): Yes / No
- In-House Answering Service: Yes / No
- Third-Party After-Hours Answering Service: Yes / No

5. Vehicle Availability

- 24-Hour Access to Vehicles (including 4×4 for inclement weather): Yes / No

6. Crematory Coordination

- Vendor to handle all arrangements and invoicing: Yes / No

7. Additional Service Charges

- Blood Draw Assistance (Law Enforcement provides kits; vendor provides syringes): Yes / No
 - If yes, Charge: \$ _____
- Use of Preparation Room for Examinations / Procedures: Yes / No
 - During Office Hours: \$ _____
 - After Hours: \$ _____

8. Equipment & Supplies for Remains Handling

Vendor agrees to use and provide at no additional cost the following OSHA-compliant equipment and supplies (check all that apply):

- ☐ Personal Protective Equipment (gloves, gowns, masks, eye & foot protection)
- ☐ Standard & Oversized Cots
- ☐ Linens
- ☐ Sanitizer
- ☐ Biohazard Containers
- ☐ Standard & Oversized Body Bags (including double-lined)

9. Storage Beyond 24 Hours

- ☐ Daily Storage Rate (Per Set): \$ _____

10. Facility Access & Evidence Preservation

- ☐ 24/7 Law Enforcement & Justice of the Peace Access: Yes / No
- ☐ Number of Refrigeration Units: _____
- ☐ Units Individually Secured for Chain of Custody: Yes / No
- ☐ Capacity per Unit (number of sets): _____

Authorized Signature/ Date

Printed Name

Title

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 is awarded the 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~~(s)~~.

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 a 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~~(s)~~ 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.