

Hopkins County  
Bid 2010-0002

**HOPKINS COUNTY**

**RETURN DEADLINE IS NO LATER THAN 2:00 P.M., FRIDAY, DECEMBER 4, 2009**

SPECIFICATIONS AND PROPOSAL FORMS  
SOLAR POWER SYSTEM – Design/Build

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your proposal, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

ALL HANDWRITTEN SIGNATURES MUST BE IN INK AND ALL PRICES MUST BE WRITTEN IN INK OR (PREFERABLY) TYPEWRITTEN.

BIDDER MUST INCLUDE EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

**RETURN PROPOSAL TO:**

**HOPKINS COUNTY JUDGE  
HOPKINS COUNTY COURTHOUSE  
118 CHURCH  
SULPHUR SPRINGS, TEXAS 75482**

PROPOSALS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. INTERVIEWS WILL BE SCHEDULED FOR THE WEEK OF DECEMBER 7-11, 2009.

**REQUEST FOR PROPOSALS**  
**Solar Panel/renewable energy system for the Civic Center**

From: Hopkins County Auditor  
P. O. Box 288  
Sulphur Springs, Texas 75483

Proposals will be received at the Hopkins County Judge's Office until **2:00 P.M., Friday December 4, 2009**, and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. Interviews will be set for the following week, December 7-11, 2009.

**A. Scope of Proposal**

Design and install a grid-tied, roof-mounted solar power system that can be designed and constructed for a total project budget of \$880,000. The total project budget is for the turnkey scope of work required for the solar power system that will be located atop the Hopkins County Civic Center Arena. The design solution should include detailed specifics on the proposed system, including product data and specifics on the proposed equipment and materials, and a preliminary layout of the solar array field. The design solution should also include an explanation of the total kW that will be produced by the proposed system. The project is contingent on Hopkins County's receipt of a Renewable Energy Grant.

**B. Conditions**

1. Upon acceptance and approval by the Commissioners Court this proposal effects a working contract between Hopkins County and the successful bidder for the period designated.
2. Proposals must be received by the County Judge's Office prior to the time and date specified. The mere fact that a proposal was dispatched will not be considered; the bidder must have the proposal actually delivered.
3. The County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. Hopkins County reserves the right to reject any proposal that does not fully respond to each specified item.
6. Bidder should include employer identification number or social security number.
7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:  
"Proposal for Civic Center Solar Power System, to be opened Friday, 2:00 pm, December 4, 2009."
8. Proposals must be submitted on the PROPOSAL SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.
9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all proposals if applicable. Used merchandise may be furnished with all proposals if applicable. Used merchandise may be substituted if like new and a warranty or maintenance contract can be furnished with the proposal.

10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
11. The proposal award shall be based on, but not necessarily limited to, the following factors:
  - a. Qualifications
  - b. Experience
  - c. Design-Build Capabilities
  - d. Proposed Design Solution and Total kW for Budget
  - e. Ability to begin and complete project within 1 year of award
  - f. Ability to Follow Federal Guidelines associated with the Distributed Renewable Energy Technology Program.
12. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the Owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
13. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the proposal sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.

If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL items required and attendant costs or forfeit the right to payment.

14. Hopkins County is exempt from certain Federal Excise, State, and Local taxes.
15. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper materials, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:  
**County Auditor**  
**P.O. Box 288**  
**Sulphur Springs, Texas 75483**
16. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict proposals but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Hopkins County shall act as sole judge determining in equality and acceptability of items offered.

**C. SPECIAL PROVISIONS**

1. Within 30 days after the date of the signing of a contract following the acceptance of the proposal and prior to commencement of the actual work, the proposal offeror shall furnish a performance and payment bond to the county, in amount of the contract.
2. To the greatest extent practicable, all equipment and products purchased for this project (from grant funds) should be American-made. Also, offeror shall comply with the "Required Use of American Iron, Steel, and Manufactured Goods (covered under international agreements)-Section 1605 of the American Recovery and Reinvestment Act of 2009"
4. Offeror shall comply with wage rate requirements under section 1606 of the recovery act and implement the Davis-Bacon and related Acts.

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D. CONTRACT FULFILLMENT

Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Specifications.

E. SPECIFICATIONS

Candidates shall submit their proposed design solution based upon a grid-tied, roof-mounted solar power system that can be designed and constructed for a total project budget of \$880,000. The total project budget is for the turnkey scope of work required for the solar power system that will be located atop of the Hopkins County Civic Center. A schematic/drawing of the roof top is attached on the following page. The design solution should include detailed specifics on the proposed system, including layout of the solar array field. The design solution should also include an explanation of the total kW that will be produced by the proposed system.

**F. PROPOSAL SHEET**

**I. Proposal Preparation**

Candidates shall submit a bound proposal organized with the five sections described below.

**II. Proposal Organization**

1. Company Experience
  - Experience with similar projects.
  - Company references.
2. Company Qualifications
  - Company qualifications such as financial strength.
  - Other relevant company qualifications.
3. Preconstruction and Design Capabilities
  - Proposed Design Solution and Total kW for Budget
4. Project Time Line
  - Detailed Schedule including Design, Permitting, Equipment Lead Times, and Construction Schedule.
5. Resumes
  - Candidates shall include resumes and references for all key project team members and references to projects following federal guidelines attributable to the Energy Technology Program.

**G. NON-COLLUSION AFFIDAVIT**

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all item upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid will be (30) calendar days from the date of the proposal opening.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing proposal on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
Type Name

Signature \_\_\_\_\_

SUBSCRIBED AND SWORN to me by the above named \_\_\_\_\_

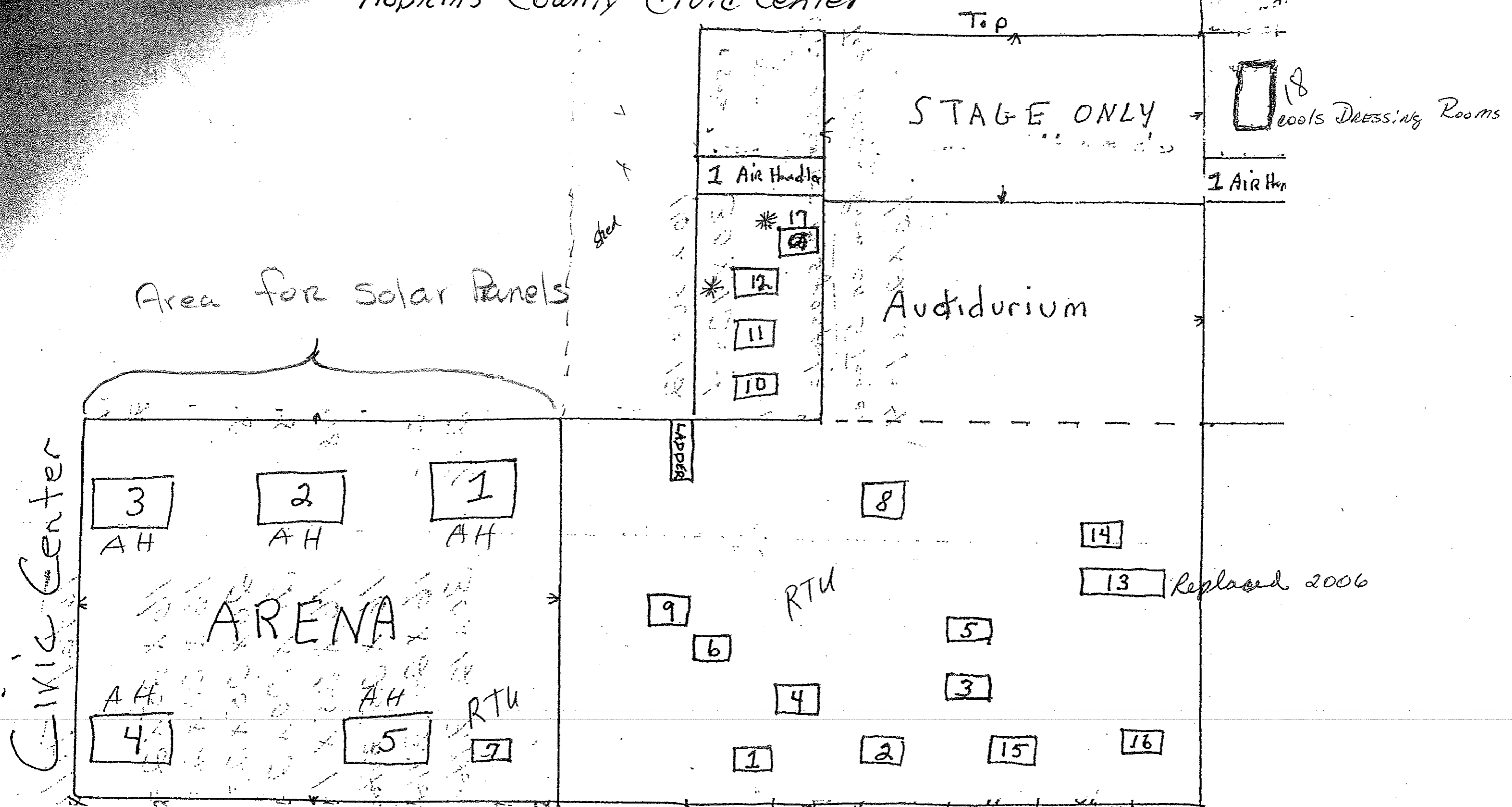
on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Texas

**Hopkins County Civic  
Electric Usage**

<u>Date</u>		kW	Price
From	To		
09/17/08	10/16/08	49,725	6,971.94
10/16/08	11/14/08	37,125	5,035.49
11/14/08	12/17/08	59,130	7,053.61
12/17/08	01/20/09	50,085	6,148.88
01/20/09	02/18/09	49,770	6,209.78
02/18/09	03/20/09	49,635	6,172.93
03/20/09	04/21/09	43,785	5,593.65
04/22/09	05/19/09	51,520	6,581.70
05/20/09	06/19/09	68,490	7,996.23
06/20/09	07/18/09	78,330	9,145.21
07/19/09	08/18/09	68,845	7,576.83
08/19/09	09/18/09	92,925	10,226.92

# Hopkins County Civic Center



TRANE - ORIGINAL WHEN Building Built  
 CARRIER - WHEN Building Added ON to - some Beatup.  
 BRYANTs - were Changeouts - Coils Beatup Severly  
 Plans will give Commissioners a tour whenever -

fact  
 2 work year