



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

# PROPOSAL

Project: HOPKINS COUNTY COURTHOUSE,  
ANNEX/COUNTY CLERK OFFICE AND AGRI-LIFE  
BUILDING LED LIGHT RENOVATION  
128 Jefferson Street Suite C  
Sulphur Springs, Texas 75482-2602

Owner: HOPKINS COUNTY TEXAS  
118 Church Street  
Sulphur Springs, Texas 75482-2602

Bid to: JUDGE ROBERT NEWSOM  
County Judge  
118 Church Street  
Sulphur Springs, Texas 75482-2602

Construction Management: C R W ASSOCIATES, INC  
3878 CR 4772  
Sulphur Springs, Texas 75482

Gentlemen:

Having carefully examined the General Conditions, Supplementary Conditions, Drawings and Specifications for the project referenced above, and having visited the site, and having examined all conditions affecting operations, the undersigned proposes to furnish all materials, taxes, insurance, permits, incidentals, labor and equipment required to complete the Work, as follows:

*C R W Associates, Inc*

RFP NO. 2022-002  
LED LIGHTING

**RETURN DEADLINE IS NO LATER THAN 9:00 AM FRIDAY, FEBRUARY 25<sup>th</sup>, 2022**

**SPECIFICATIONS AND BID FORMS**

**LED LIGHTING RENOVATION @ Hopkins County Courthouse, Hopkins County Annex, and Hopkins County Agrilife Extension Office**

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, 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 SEALED BID TO:

COUNTY JUDGE'S OFFICE  
HOPKINS COUNTY COURTHOUSE  
118 CHURCH STREET  
P.O. BOX 288  
SULPHUR SPRINGS, TEXAS 75483

**BIDS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. BIDS WILL BE PRESENTED TO COMMISSIONER'S COURT AT 9:00am 2/28/2022**

RFP NO. 2022-002  
LED LIGHTING

**LED LIGHTING RENOVATION**

**INVITATION TO BID**

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

RFP NO. 2022-002

Bids will be received at the Hopkins County Judge's Office until **9:00 A.M. Friday February 25, 2022** and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. Bids will be presented for consideration at the 9:00 A.M. Commissioners Court meeting **MONDAY, February 28, 2022** located on the First Floor of the County Courthouse.

**A. Scope of Bid**

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

**B. Conditions**

1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Hopkins County and the successful bidder for the period designated.
2. Bids must be received by the County Judge's Office prior to the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered.

RFP NO. 2022-002  
LED LIGHTING

3. The County reserves the right to accept or reject in part or in whole any bids 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 bid 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:  
**"RFP: #2022-002 LED LIGHTING RENOVATION"**
8. Bids must be submitted on the BID 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 bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.
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. Hopkins County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty day written notice is given to the other party.
12. Bidders should state all insurance coverage applicable to this contract. Examples are **Workman's**

**Compensation, General Liability, Manufacturer's Liability, etc.**

THE SUCCESSFUL VENDOR MUST SUBMIT COPIES OF INSURANCE CERTIFICATES TO THE COUNTY AUDITOR BEFORE ANY WORK OR DELIVERY CAN BE INITIATED.

Payments shall not become due and payable until such certificates have been filed.

13. Hopkins County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
  
14. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Price
  - c. Special needs and requirements of Hopkins County
  - d. Results of testing samples
  - e. Delivery
  - f. Hopkins County experience with products bid
  - g. Hopkins County's evaluation of Vendor's ability to fulfill contract.
  - h. Vendor's past performance record with Hopkins County.
  
15. 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.
  
16. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid 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, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL items required and Attendant costs or forfeit the right to payment.



17. Hopkins County is exempt from certain Federal Excise, State and Local taxes.
  
18. 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 oil, 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**

Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Tuesday noon before the second and fourth Monday.

19. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict bids 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

#### 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.

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LED LIGHTING

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. If bid and performance bonds are required, the proper document will be included in the package.

E. SPECIFICATIONS

F. BID SHEET

G. BID AFFIDAVIT



**NON-COLLUSION AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

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 bid on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid 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 bid. 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public in and for the State of Texas

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

1. GENERAL:

1.1. All Bids, Alternates and unit prices will include the total cost of labor, equipment, materials, taxes, insurance, permits and incidentals required to perform the specified Work on Hopkins County Courthouse, Annex/County Clerk Office and Agri-Life Building in strict accordance with the project specifications, as well as manufacturer's requirements and recommendations to new LED lighting. Moving and temporary on-site storage of existing landscaping shall also be included in project requirements if required to perform specified work. Should contractor damage or destroy any landscaping, interior or exterior surfaces and/or furniture, equipment, as well as any other property of the complex, affected materials shall be replaced to match existing at the Contractor's expense.

2. LED LIGHTING BASE BID:

2.1. Furnish all labor, equipment, materials and incidentals required to install new LED Lighting at the Hopkins County Courthouse, Annex/County Clerk Office and Agri-Life Building in accordance with Manufacturer Specifications.

2.1.1. Price: ..... \$ \_\_\_\_\_  
\_\_\_\_\_ dollars \_\_\_\_\_ cents.

3. UNIT PRICES:

3.1. Furnish all labor, equipment, materials and incidentals required to install new LED Lighting at the Hopkins County Courthouse. (SEE ATTACHED ITEM SHEET FOR COURTHOUSE)

3.1.1. Price: ..... \$ \_\_\_\_\_  
\_\_\_\_\_ dollars \_\_\_\_\_ cents.

3.2. Furnish all labor, equipment, materials and incidentals required to install new LED Lighting at the Hopkins County Annex/County Clerk Office. (SEE ATTACHED ITEM SHEET FOR ANNEX/COUNTY CLERK OFFICE)

3.2.1. Price: ..... \$ \_\_\_\_\_  
\_\_\_\_\_ dollars \_\_\_\_\_ cents.

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

3.3. Furnish all labor, equipment, materials and incidentals required to install new LED Lighting at the Hopkins County Agri-Life Building. (SEE ATTACHED ITEM SHEET FOR AGRI-LIFE BUILDING)

4. ADDITIONAL WORK FEES:

4.1. The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner which is provided by the Contractor's own forces (and to which no pre-agreed price has been fixed) for the net cost of such labor and materials plus \_\_\_\_\_ percent for overhead and profit. Thorough documentation shall be required of all material and labor charges.

4.2. The undersigned Contractor agrees to supervise and coordinate changes in work of the subcontractor(s) for a fee of \_\_\_\_\_ percent of the net cost of such labor and materials due the subcontractor. Thorough documentation shall be required of all materials and labor charges.

5. PERFORMANCE BOND:

5.1. The undersigned Contractor agrees to furnish a Performance Bond for the entire Bid amount for the sum of \_\_\_\_\_ percent of Contract sum.

6. ACCEPTANCE:

6.1. The contractor agrees to hold prices firm for sixty (60) days from the date of the Bid. Owner reserves the right to accept or reject this proposal for a period of sixty (60) days from the Bid Due Date. Further, within five (5) calendar days after receipt of the prescribed forms, the Contractor agrees to execute the contract documents with the Owner and deliver any evidence of insurance as required by Owner. The undersigned Contractor understands that Owner shall require submission of complete list of subcontractors prior to execution of the contract documents.

7. DISCLOSURES:

7.1. In preparing the proposal form, Bidders are required to list below major subcontractors whose prices are incorporated within the Bid. Generally, trades listed should be those involving major money amounts or special technical items.

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

TRADE	SUB CONTRACTOR

8. COMPLETION OF WORK:

8.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to execute a contract for the above mentioned work in compliance to the Bid Documents and this Proposal Form. The Undersigned further agrees to guarantee completion of all Base Bid One Work within \_\_\_\_\_ calendar days after commencement of work. Should satisfactory completion of work not be completed within this time, liquidated damages in the amount of four hundred (\$400.00) dollars per calendar day will be assessed and applied against the payment of invoices. Reasonable extensions of time may be granted when requested in writing in a timely manner .

10. COMMENCEMENT OF WORK:

10.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to mobilize to commence work within \_\_\_\_\_ calendar days after the awarding of the Contract.

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

11. INSURANCE:

11.1 Furnish Owner with General Liability Insurance in the amount of \$ 1,000,000.00

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Telephone \_\_\_\_\_

***Print in Ink or Type***

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Witness \_\_\_\_\_

Witness Signature \_\_\_\_\_

Contractor License Number (if applicable) \_\_\_\_\_

HOPKINS COUNTY COURTHOUSE LED LIGHTING

QTY	ITEM #	DESCRIPTION
92	S7261 - FOR SCONCE LIGHTING	SPIRAL CFL - 5 WATT - 30 WATT EQUAL - INCANDESCENT MATCH
88	801009-41 - FOR DECORATIVE SAUCERS (2 PER FIXTURE)	SPIRAL CFL - 9WATT- 40 WATT EQUAL- COOL WHITE 540 LUMENS -4100 KELVINS MEDIUM BASE 120 VOLT -TCP
19	860410 - FOR GLOBE FIXTURES	1100 LUMENS - LED BR40 - 12 WATT - 90 WATT EQUAL - 2700 KELVIN DIMMABLE 120 VOLT
7	64610HLX - FOR STAIRWAY FOOT LIGHTING	BRL/BCD - 3300K- MICROSCOPE - MEDICAL, OPHTHALMIC, MICROFILM, PROJECTOR
32	PJF2-1-4-UNVL-35-50-Y REPLACE 4' LINEAR TUBES	PJF2-4 STRIP FIXTURE - 5,075 LUMENS - 35 WATT - 120- 277 VOLT - 5000K -WHITE- 10' POWER CORD INCLUDED
4	ST1-7-UNV-4-12A-40 FOR ELEVATOR	4' LED TUBE - 12.5 W - 1,750 LUMEN -4000K -120-277 VOLT -200,000 HR. LIFETIME - INCLUDES SOLID WIRE LEAD
10	ARC1-1-15-UNVL-20-T FOR JUDGE ESCAPE	ARC1 LED- OUTDOOR ARCHITECTURAL ROUND CANOPY - 15' -2420-2500 LUMEN- 20W- 120-277 VOLT- ADJUSTABLE CCT 3000K - 5000K -0-10V DIMMING- 5 YEAR WARRANTY

HOPKINS COUNTY ANNEX/COUNTY CLERK LED LIGHTING

QTY	ITEM #	DESCRIPTION
		EXTERIOR WALL PACKS
4	DSCO1-3-UNVL-50-96-BZ	ECONIGHT3/ FULL CUT-OFF WALL PACK/ 5702L/40W/ 120-277 VOLT/ 5000K /DLC PREMIUM/ BRONZE FIXTURE COLOR / 10 YEAR WARRANTY
		TAX OFFICE
11	LTR4-6R-UNV-1-SCCT-WH	L-TRIM 4 /6" LED ROUND CAN / SELECTABLE CCT AND ADJUSTABLE WATTAGE /27/35/50K / 9/11/19W /90 LUMEN / 750/1050/1500 LUMEN /0-10V DIMMING /120-277V /WHITE / RETROFIT

76	TDK1-1-24-UNVL-30-1-40	TDK / TROFFER DOOR KIT / RETROFIT / 2X4 / 3830L / 30.5W / 120-277V / 4000K / DUNNABKE / 161,000 L70 / DLC PREMIUM / 10 YEAR WARRANTY
2	ST1-7-UNV-4-12A-40-X4	NON BB 2X4 LED FIXTURE RETRO 4000K
17	TDK1-1-14-UNVL-30-1-40	TDK / TROFFER DOOR KET / RETROFIT / 1X4 / 3910L / 30.6W / 120-277V / 4000K / DIMMABLE / 161,000 L70 / DLC PREMIUM / 10 YEAR WARRANTY
4	LTR2-1-UNV-40-25-8R-C-WH	L-TRIM SOL / 8 LED ROUND CAN / 4000K / 24.5W / 2380 LUMENS / 1-10V DIMMING / WHITE / NEW BUILD
		JP COURT
8	TCK1-1-24-UNVL-30-1-40	TDK /TROFFER DOOR KIT RETROFIT /2X4 / 3,830L / 30.5W / 120-277V / 4000K / DIMMABLE / 161,000 L70 /DLC PREMIUM / 10 YEAR WARRANTY
2	ESW-0435	EMERGENCY LIGHT LED WITH ADJUSTABLE HEADS / CODE COMPLIANT / 90 MINUTE BATTERY 5 YR WARRANTY / SURFACE WALL
		COUNTY CLERK
54	TDK1-1-24-UNVL-30-1-40	TDK / TROFFER DOOR KIT / RETROFIT / 2X4 / 3840 L / 30.5W / 120-277V / 4000K / DIMMABLE / 161,000 L70 / DLC PREMIUM / 10 YEAR WARRANTY
5	TDK1-1-14-UNVL-30-1-40	TDK / TROFFER DOOR KET / RETROFIT / 1X4 / 3910L / 30.6W / 120-277V / 4000K / DIMMABLE / 161,000 L70 / DLC PREMIUM / 10 YEAR WARRANTY
4	LTR4-6R-UNV-1 SCCT-WH	L-TRIM 4 / 6" LED ROUND CAN / SELECTABLE CCT AND ADJUSTABLE WATTAGE / 27/35/50K / 9/13/19W / 90 LUMEN / 750/1050/1500 LUMEN / 0-10V DIMMING / 120-277V / WHITE / RETROFIT
		COUNTY CLERK WAREHOUSE
13	EBXLE1-1-UNVL-90-50-C-N-N	EXSABAY XLE / HIGH BAY LUMINAIRE / 15,150 LUMEN / 101W / 120-277VAC / 5000K / 90-DEGREE / DIMMABLE / INCLUDES 10' BLACK POWER CORD / L70 172,000 HRS. CALCULATED / DLC PREMIUN / 10 YEAR WARRANTY

3	ESW-0435	EMERGENCY LIGHT LED WITH ADJUSTABLE HEADS / CODE COMPLIANT / 90 MINUTE BATTERY 5 YR WARRANTY / SURFACE WALL
		COUNTY ATTORNEY
15	TDK1-1-24-UNVL-30-1-40	TDK / TROFFER DOOR KIT / RETROFIT / 2X4 / 3840 L / 30.5W / 120-277V / 4000K / DIMMABLE / 161,000 L70 / DLC PREMIUM / 10 YEAR WARRANTY
2	TDK1-1-14-UNVL-30-1-40	TDK / TROFFER DOOR KET / RETROFIT / 1X4 / 3910L / 30.6W / 120-277V / 4000K / DIMMABLE / 161,000 L70 / DLC PREMIUM / 10 YEAR WARRANTY
2	LTR4-6R-UNV-1 SCCT-WH	L-TRIM 4 / 6" LED ROUND CAN / SELECTABLE CCT AND ADJUSTABLE WATTAGE / 27/35/50K / 9/13/19W / 90 LUMEN / 750/1050/1500 LUMEN / 0-10V DIMMING / 120-277V / WHITE / RETROFIT
1	ESW-0435	EMERGENCY LIGHT LED WITH ADJUSTABLE HEADS / CODE COMPLIANT / 90 MINUTE BATTERY 5 YR WARRANTY / SURFACE WALL

HOPKINS COUNTY AGRI-LIFE BUILDING LED LIGHTING

QTY	ITEM #	DESCRIPTION
24	ST1-7-UNV-4-12A-40X2	NON BB 1X4 LED FIXTURE RETRO 4000K
8	ST1-7-UNV-4-12A-40X1 EMT1-2-UNV-4-15A-40-DE-T10X1	BB 1X4 LED FIXTURE RETRO 4000K
1	LTR4-6R-UNV-1-SCCT-WH	L-TRIM 4 / 6" LED ROUND CAN / SELECTABLE CCT AND ADJUSTABLE WATTAGE / 27/35/50K / 9/13/19W / 90 LUMEN / 750/1050/1500 LUMEN / 0-10V DIMMING / 120-277V / WHITE / RETROFIT
1	ESW-TP-RW	THERMOPLASTIC EXIT SIGN RED LED WHITE HOUSING WITH BATTERY 5 YR WARRANTY

INSTALLATION OF THE ABOVE MENTIONED FIXTURES AND LED BULBS, REMOVAL AND DISPOSAL OF EXISTING FLUORESCENT FIXTURES TO BE COMPLETED USING CERTIFIED RECYCLER. AND COMPLETED INSTALLATION USING LICENSED MASTER ELECTRICIAN.



ATTACHMENT K

NONDISCLOSURE AGREEMENT

In consideration of the Texas Comptroller of Public Accounts ("Comptroller"), considering a proposal from or meeting with Hopkins County ("Contractor") regarding proposed services and because of the sensitivity of certain information which may be provided to Contractor, both parties agree that all information regarding Comptroller, or gathered, produced, collected or derived from or related to these services or provided to Contractor as a result of these services ("Confidential Information") must remain confidential subject to release only upon prior written approval of Comptroller, and more specifically agree as follows:

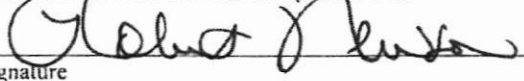
1. The Confidential Information may be used by Contractor only to assist Contractor in connection with its engagement with Comptroller.
2. Contractor shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as contractor to Comptroller.
3. Contractor agrees to maintain the confidentiality of any and all Confidential Information related to the Agreement in the same manner that it protects the confidentiality of its own proprietary information of like kind.
4. The Confidential Information may not be copied, reproduced, disclosed or distributed without Comptroller's prior written consent.
5. All Confidential Information made available to Contractor, including copies thereof, must be returned to Comptroller upon the first to occur of: (a) termination or expiration of the Agreement or (b) request by Comptroller.
6. The foregoing must not prohibit or limit Contractor's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach by Contractor of this agreement.
7. This Nondisclosure Agreement shall become effective as of the date Confidential Information is first made available to Contractor and shall survive any contract resulting from the RFP and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Contractor shall entitle Comptroller to immediately terminate this Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether Comptroller elects to terminate the Agreement upon the breach hereof, Comptroller may require Contractor to pay to Comptroller the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to Comptroller in the event of a breach hereof by Contractor of this Nondisclosure Agreement. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Nondisclosure Agreement.

Hopkins County

Contractor Name

Robert Newsom, Hopkins County Judge

Name and Title of Authorized Representative

  
Signature

12-14-2021  
Date

ATTACHMENT I

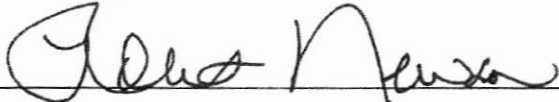
**SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION**

Hopkins County, if subcontracting any of its performance hereunder, shall legally bind subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of Hopkins County under this Agreement. Hopkins County shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Hopkins County represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subcontractors under this Agreement. In no event shall any provision of this Attachment I, including, but not limited to, the requirement that Hopkins County obtain the prior approval of Comptroller on Hopkins County's proposed subcontracts, be construed as relieving Hopkins County of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Hopkins County. Hopkins County shall, upon request, furnish Comptroller with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from Comptroller, Hopkins County shall provide any and all documentation deemed necessary by Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Hopkins County, I hereby certify that Hopkins County and subcontractor will comply with the above requirements.

**Hopkins County:**

By: 

Name: Robert Newrom, County Judge

Date: 12-14-2021