



# OFFICE OF THE COUNTY AUDITOR, TYLER COUNTY

*Jackie Skinner, County Auditor*

100 W. Bluff, Room #110, Woodville, Texas 75979 409-283-3652 Fax 409-283-6305

## LEGAL NOTICE

### Advertisement for Invitation for Proposals

October 31, 2019

Notice is hereby given that sealed proposals will be accepted by the Tyler County Commissioners Court for **ID# 12092019**, Tyler Co. Courthouse Re-Roofing. **Construction Documents for this project may be obtained from the office of The LaBiche Architectural Group, Inc. by calling 409-860-0197 for access to the online drawings and specifications.**

Proposals are to be sealed and addressed to the office of the County Auditor with the proposal number and name marked on the outside of the envelope. Proposers shall forward an original and two (2) copies of their proposal to the address shown below. Tyler County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and read aloud in the Tyler County Commissioner's Court at the time and date below. Proposers are invited to attend the sealed proposal opening.

**PROPOSAL NAME:** Tyler County Courthouse Re-Roofing  
**PROPOSAL NO:** #12092019  
**DUE DATE/TIME:** December 9, 2019 by 10:00 AM  
**MAIL OR DELIVER TO:** County Auditor Office  
100 West Bluff, Room 110  
Woodville, Texas 75979

There will be a pre-proposal conference and walk-through at **Thursday November 14, 2019 at 10:00 AM** at the Tyler County Courthouse, Commissioner's Courtroom 100 W. Bluff, Woodville, Texas 75979.

Within ten (10) days after the date of the signing of a contract, the proposer shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to the office of the Architect.

Tyler County encourages Disadvantaged Business Enterprises to participate in the proposal process. Tyler County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at (409) 283-3652 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Tyler County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Tyler County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Jackie Skinner  
County Auditor  
Tyler County, Texas  
Published: October 31, 2019 and November 7, 2019

**ID# 12092091**  
**Tyler County Courthouse Re-Roofing**  
**Proposals due: December 9, 2019 by 10:00 AM**

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**PROPOSER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN “X” ABOVE) WITH THE PROPOSAL. ADDITIONALLY, PROPOSER MUST MONITOR THE COUNTY WEB SITE (<http://www.co.tyler.tx.us/page/tyler.BidsProposals>) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A PROPOSAL BEING DECLARED AS NON-RESPONSIVE.**

# Instructions to Proposers

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## 1. Proposal Submission

Proposals shall be submitted in the following format: Proposers shall submit one (1) complete bound "Construction Manual" with all required items completed either hand written or digitally completed then bound as a complete project manual including all specifications sections.

Proposers shall also submit two (2) copies of the following: (pages 16 – 29 of Proposal Requirements) Offer and Acceptance Form, Proposal Form, Proposal Bond, Vendor References, Signature Page, Conflict of Interest Questionnaire, Local Government Officer Conflicts Disclosure Statement, Good Faith Effort Determination Checklist, Notice of Intent, HUB Subcontracting Participation Declaration Form, Residence Certification/Tax Form and Proposal Affidavit. See Spec Book Front Ends for all forms.

Proposals must be submitted in complete original form by mail or messenger to the following address:

County Auditor Office  
100 West Bluff, Room 110  
Woodville, Texas 75979

Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

**All proposals shall be tightly sealed in an opaque envelope and plainly marked with the Proposal Number, Proposal Name, Proposal Due Date, and the Proposer's Name and Address; and shall be addressed to the office of the County Auditor.**

Late proposals will not be accepted and will be returned unopened to the proposer.

All proposals submitted in response to this invitation shall become the property of Tyler County and will be a matter of public record available for review.

## 2. Courthouse Security

Proposers are advised that all visitors to the Courthouse must pass through Security. **Proposers planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Proposers are strongly urged to plan accordingly.

## 3. Preparation of Proposals

The proposal shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the proposers.

The proposal shall be legally signed and shall include the complete address of the proposers.

Tyler County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in proposal prices.

## 4. Signatures

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the proposers. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the proposers.

## 5. County Holidays – 2019 - 2020:

### 2019

November 11	Monday	Veterans Day
November 28 & 29	Thursday/Friday	Thanksgiving
December 24-26	Tuesday-Thursday	Christmas

## 2020

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
October 12	Monday	Columbus Day
November 11	Wednesday	Veterans Day
November 26 & 27	Thursday/Friday	Thanksgiving
December 23-25	Tuesday-Thursday	Christmas

### 6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the proposal document are grounds for deeming a proposal non-responsive and may result in proposal rejection. Tyler County reserves the right to reject any and all proposals and to waive any informalities and minor irregularities or defects in proposals. Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the time set for receipt of proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

### 7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Tyler County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

### 8. Award

The proposal will be awarded to the responsible, responsive proposer(s) whose proposal, conforming to the solicitation, will be most advantageous to Tyler County – price and other factors considered. Unless otherwise specified in this IFB, Tyler County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Tyler County. Any proposer who is in default to Tyler County at the time of submittal of the proposal shall have that proposal rejected. Tyler County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Tyler County, shall be deemed non-responsive and the offer rejected.

In evaluating proposals, Tyler County shall consider the qualifications of the proposers, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Tyler County may conduct such investigation as it deems necessary to assist in the evaluation of a proposal and to establish the responsibility, qualifications, and financial ability of the proposers to fulfill the contract.

Tyler County reserves the right to award this contract on the basis of **lowest and best proposal** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the County Auditor of Offeror's intent to appear.

**9. Contract**

A response to an IFB is an offer to contract with Tyler County based upon the terms, conditions, and specifications contained in the IFB. Proposals do not become contracts unless and until they are executed by Tyler County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**10. Waiver of Subrogation**

Proposers and proposers insurance carrier waive any and all rights whatsoever with regard to subrogation against Tyler County as an indirect party to any suit arising out of personal or property damages resulting from proposers performance under this agreement.

**11. Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

**12. Proposal Results**

Proposal results are not provided in response to telephone inquiries. A preliminary tabulation of proposals received will be posted on the <http://www.co.tyler.tx.us/page/tyler.BidsProposals> as soon as possible following proposal opening. A final tabulation will be posted following proposal award, and will also be available for review in the office of the County Auditor.

**13. Changes and Addenda to Proposal Documents**

Each change or addendum issued in relation to this IFB document will be on file in the office of the County Auditor, and will be posted on the <http://www.co.tyler.tx.us/page/tyler.BidsProposals> as soon as possible. It shall be the proposer's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Auditor.

**14. Specifications**

Unless otherwise stated by the proposers, the proposal will be considered as being in accordance with Tyler County's applicable standard specifications, and any special specifications outlined in the proposal document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the proposers in interpreting the requirements of Tyler County, and should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the proposers, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. Tyler County reserves the right to determine if equipment/ product being proposal is an acceptable alternate. All goods shall be new unless otherwise so stated in the proposal. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

**15. Delivery**

**Proposals shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the proposers (in writing on the included Proposal Form), prices proposal will be considered as being based on F.O.B. destination/delivered freight included.**

**16. Interpretation of Proposal and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the proposal opening, in order that a written response in the form of an addendum, if required, can be processed before the proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**17. Currency**

Prices calculated by the proposers shall be stated in U.S. dollars.

**18. Pricing**

Prices shall be stated in units of quantity specified in the proposal documents. In case of discrepancy in computing the amount of the proposal, the unit price shall govern.

**19. Notice to Proceed/Purchase Order**

The successful proposers may not commence work under this contract until authorized to do so by the County Auditor.

**20. Certification**

By signing the offer section of the Offer and Acceptance page, proposers certify:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The proposers have not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The proposers hereby certify that the individual signing the proposal is an authorized agent for the proposers and has the authority to bind the proposers to the contract.

**21. Definitions**

“County” – Tyler County, Texas.

“Contractor” – The proposers whose proposal is accepted by Tyler County.

**22. Minority-Women Business Enterprise Participation**

It is the desire of Tyler County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

# General Conditions of Proposing and Terms of Contract

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By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

## 1. Proposing

**1.1 Proposals.** All proposals must be submitted on the proposal form furnished in this package.

**1.2 Authorized Signatures.** The proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid proposal.

**1.3 Late Proposals.** Proposals must be in the office of the Tyler County Auditor's office before or at the specified time and date proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Proposals Prior to Proposal Opening.** A proposal may be withdrawn before the opening date by submitting a written request to the office of the County Auditor. If time allows, the proposers may submit a new proposal. Proposers assumes full responsibility for submitting a new proposal before or at the specified time and date proposals are due. Tyler County reserves the right to withdraw a request for proposals before the opening date.

**1.5 Withdrawal of Proposals after Proposal Opening.** Proposers agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the proposal and/or specifications.

**1.6 Proposal Amounts.** Proposals shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Tyler County.

**1.7 Exceptions and/or Substitutions.** All proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If proposal is made on an article other than the one specified, which a proposer's considers comparable, the name and grade of said article must be specified in the proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Tyler County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Tyler County.

**1.8 Alternates.** The Invitation for Proposal and/or specifications may expressly allow proposers to submit an alternate proposal. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the proposal specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Proposal Alterations.** Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Tyler County is exempt from federal excise tax and state sales tax. Unless the proposal form or specifications specifically indicate otherwise, the proposal price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Proposers is responsible for accurate final counts.

**1.13 Proposal Award.** Award of contract shall be made to the most responsible, responsive proposers, whose offer is determined to be the best value, taking into consideration the relative importance of price. Tyler County reserves the right to be the sole judge as to whether items proposal will serve the purpose intended. Tyler County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. Tyler County reserves the right to award based upon individual line items, sections or total proposal.

**1.14 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the proposal price. Vendor may be required to furnish evidence that the service, as proposal, will meet or exceed these requirements.

**1.15 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the proposal opening. Addenda will be posted on <http://www.co.tyler.tx.us/page/tyler.BidsProposals>. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of proposal.

**1.16 General Proposal Bond/Surety Requirements.** Failure to furnish proposal bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award. The County shall require the proposers to furnish a proposal security in the amount of five percent (5%) of the total contract cost. The proposal bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the proposers shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

**1.17 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

**1.18 Responsiveness.** A responsive proposal shall substantially conform to the requirements of this Invitation to Proposal and/or specifications contained herein. Proposers who substitute any other terms, conditions, specifications and/or requirements or who qualify their proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their proposals deemed non-responsive. Also, proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive proposals include but shall not be limited to: a) proposals that fail to conform to required delivery schedules as set forth in the proposal request; b) proposals with prices qualified in such a manner that the proposal price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) proposals made contingent upon award of other proposals currently under consideration.

**1.19 Responsible Standing of Proposers.** To be considered for award, proposers must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 Proprietary Data.** Proposers may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Tyler County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing Open Records Acts.



**1.21 Public Proposal Opening.** Proposers are invited to be present at the opening of proposals. After the official opening of proposals, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the County. Following the proposal evaluation, all proposals submitted are available for public review.

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being proposal must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the office of the County Auditor or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the proposal form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Tyler County purchase order, as necessary to perform contract are to be included in the proposal price.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the proposal price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Tyler County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Proposers agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Proposals must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Tyler County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The proposers will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful proposers will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful proposers will agree to indemnify and hold harmless Tyler County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Tyler County's request and direction, proposers shall provide product samples and/or testing of items proposal to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following proposal award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the proposers/vendor.

**2.13 Acceptability.** All articles enumerated in the proposal shall be subject to inspection by an officer designated for that purpose by Tyler County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the County Auditor, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment proposal should be available in Tyler County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the proposal sheet as requested or on a separate sheet, as required. If Tyler County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a proposers must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the proposers to furnish this documentation, will be cause to reject any proposal applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the office of the Tyler County Auditor and recommendation to Tyler County Commissioners' Court. Compliance with all proposal requirements and needs of the using department are considered in evaluating proposals. Pricing is not the only criteria for making a recommendation. The Tyler County office of the County Auditor reserves the right to contact any proposers, at any time, to clarify, verify or requirement information with regard to this proposal.

### **3. Purchase Orders and Payment**

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the office of Tyler County Auditor to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the proposal item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the office of County Auditor.

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

**3.4 Funding.** Tyler County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. Contract**

**4.1 Contract Definition.** The General Conditions of Proposing and Terms of Contract, Specifications, Plans, Proposal Forms, Addenda, and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when duly accepted by Tyler County, shall constitute a contract equally binding between the successful proposers and Tyler County.

**4.2 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Tyler County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.3 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The proposer's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal. Tyler County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.4 Termination.** Tyler County reserves the right to terminate the contract for default if the proposers breached any of the terms therein, including warranties of proposers or if the proposers become insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Tyler County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Tyler County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Tyler County reserves the right to award canceled contract to the next lowest proposers. Proposers, in submitting this proposal, agrees that Tyler County shall not be liable to prosecution for damages in the event that the County declares the proposers in default.

**4.5 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.6 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Tyler 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with cost which may be obtained against Tyler County growing out of such injury or damages.

**4.7 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.8 Warranty.** The successful vendor shall warrant that all materials utilized in the performance of this contract 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.

**4.9 Uniform Commercial Code.** The successful vendor and Tyler County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.10 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Tyler, Texas.

**4.11 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Tyler County.

**4.12 Silence of Specifications.** The apparent silence of these specifications as to any 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.

## Special Requirements/Instructions

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Proposal Requirement

Each proposer shall insure that all parts of the proposal are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's proposal.

Vendor shall use an opaque envelope, clearly indicating on the outside the **Proposal Number, Proposal Description, and marked "SEALED PROPOSAL"**. Tyler County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the County Auditor's Office prior to award recommendation to Commissioners' Court. **Proposers** shall submit (1) one original, and (2) two copies of the proposal.

### 2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Tyler County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at:

<https://www.sam.gov>

**Proposal Respondents are highly encouraged to check their firm's SAM (System for Award Management) status prior to Proposal Submission; as it is a requirement for vendors doing business with Tyler County to be registered.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Tyler County office of the County Auditor will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the office of the County Auditor.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. Multiple Vendor Award

Tyler County reserves the right to award this contract to more than one vendor at the County's discretion.

### 5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Tyler County.

**6. Payment**

Tyler County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Proposal Form(s) submitted as a part of the proposal will be considered.

Invoices must indicate Tyler County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:** County Auditor, Attention: Accounts Payable, 100 W. Bluff, Room #110, Woodville, Texas 75979.

**7. Usage Reports**

Tyler County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Tyler County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**8. Insurance**

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Tyler County with Certificate of Insurance naming Tyler County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements**

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

Property Insurance (policy below that is applicable to this project):

- Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
- Builder's Risk Policy: Structural Coverage for Construction Projects
- Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)
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**9. Workers' Compensation Insurance**

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

- 9.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096 –** Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Dohn H. LaBiche, FAIA (e-mail: [dlabiche@labiche.com](mailto:dlabiche@labiche.com); phone: 409-860-0197), regarding any questions or comments. Please reference proposal number **ID #12092019**.

### Scope

**FURNISH ALL MATERIALS AND LABOR FOR CONSTRUCTION OF THE RE-ROOFING OF TYLER COUNTY COURTHOUSE.**



# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Tyler County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Proposal and any written exceptions in the offer. We understand that the items in this Invitation for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this proposal, which will result in a binding contract if accepted by Tyler County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

_____	For clarification of this offer, contact:		
Company Name	_____		
_____	Name		
Address	_____		
_____	Phone		
City	State	Zip	Fax
_____	E-mail		
Signature of Person Authorized to Sign	_____		
_____			
Printed Name			
_____			
Title			

**Proposers Shall Return Completed Form with Offer.**

## Proposal Form

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We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **Tyler County Courthouse Re-Roofing** including Mechanical, Plumbing and Electrical Work, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum:

BASE PROPOSAL : \_\_\_\_\_

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Dollars \$ \_\_\_\_\_

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our proposal, we agree to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in \_\_\_\_\_ calendar days.

Proposers hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Proposers further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Proposers Shall Return Completed Form with Offer.**

## Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Proposers Shall Return Completed Form with Offer.**

## Signature Page

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Tyler County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would proposers be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes**  **No**

This proposal shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Proposal, Conditions of Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposers, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposers or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the proposers nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to proposal or not to proposal thereon.

Proposers (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Proposers Shall Return Completed Form with Offer.**

# Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information in this section is being disclosed.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business and family relationship with the local government officer named in this section.		
<b>4</b>		
_____ Signature of vendor doing business with the governmental entity		_____ Date

Adopted 8/7/2015

**Proposers Shall Return Completed Form with Offer.**

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your proposal.***

Proposers intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).  Yes  No

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s proposal. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in proposing on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject proposals from HUBs that qualify as lowest and responsive proposers?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

**If “No” was selected, please explain and include any pertinent documentation with your proposal.**

**If necessary, please use a separate sheet to answer the above questions.**

---

Printed Name of Authorized Representative

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Signature

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Title

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Date

**Proposers Shall Return Completed Form with Offer.**





# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your proposal.***

Proposers intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).  Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

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## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

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## PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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**Proposers Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Tyler County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Tyler County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**Proposers Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

## PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Tyler County HUB Office contacted for assistance in locating HUBs?  Yes  No

## PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The proposers shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the proposers selects, after proposal submission, shall be provided to the Office of the County Auditor not later than five (5) calendar days after being notified that proposers is the apparent low proposers. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Proposers Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Proposers Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Tyler County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident proposers" refers to a person who is not a resident.
- (4) "Resident proposers" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ [company name] is a Resident Proposers of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ [company name] is a Nonresident Proposers as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting proposal/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Tyler County.

Tyler County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Tyler County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Proposers Shall Return Completed Form with Offer.**

## Proposal Affidavit

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The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposers further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Proposers.

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

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

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

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

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposers 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 proposers is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities proposal on, or to influence any person or persons to proposal or not to proposal thereon."

Name \_\_\_\_\_ and \_\_\_\_\_ address \_\_\_\_\_ of  
proposers: \_\_\_\_\_

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

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Proposers Shall Return Completed Form with Offer.**