

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**



**INVITATION FOR BIDS**

**PRE-ENGINEERED METAL BUILDING**

**OPENING DATE: 2 PM – TUESDAY, DECEMBER 2, 2014**

**BID NUMBER 15-5300**

**Sealed bids, subject to the bid documents hereto attached, for a PRE-ENGINEERED METAL BUILDING are being accepted as set forth in this bid document.**

**By submitting a bid, Contractor hereby agrees to all of the terms and conditions of the bid documents, and to all terms and conditions of the contract.**

**CONTRACTOR IDENTIFICATION**

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Federal I.D.# (Company Or Corporation)

\_\_\_\_\_  
Social Security # (Individual)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Complete Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

**GUADALUPE COUNTY REQUEST FOR BID  
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**GENERAL INFORMATION**

The County of Guadalupe, Texas (County) is requesting bids from established and qualified contractors to provide construction of a new 10,450 square foot one story pre-engineered metal building which includes a training room, office, break room, restrooms, lube center, porches, storage and mechanical mezzanine. The new work will include new parking and driveways, which will be constructed by the County.

Site location is 300 IH 10 West, Seguin, TX 78155.

The enclosed BID and accompanying SPECIFICATIONS are for your convenience in offering the referenced products and/or services for the Guadalupe County Road & Bridge department.

The standard details for this project are included in the construction drawings which are made a hereby attached and made a part of this contract.

Guadalupe County is appreciative of the time and effort you expended to submit an offer.

**DESIGN ENGINEER**

The project has been designed by M&S Engineering, LLC / Campos Architecture PLLC and is the designated Design Engineer. M&S Engineering LLC / Campos Architecture PLLC is responsible for the preparation of the drawings and specifications for the project.

Design Engineer shall be understood to be Design Engineer for the County, and nothing contained in the contract documents shall create any contractual or agency relationship between Design Engineer and Contractor.

**BID SUBMISSIONS**

**DEADLINE**

Bids must be received in the County Judge's office prior to **2:00 pm on Tuesday, December 2, 2014**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, Guadalupe County Justice Center, 211 W. Court, Seguin, Texas 78155. ***Late bids will not be accepted under any circumstances!***

**SUBMITTAL**

Completed Bids, must be in a sealed envelope clearly marked with "PRE-ENGINEERED METAL BUILDING", "BID NUMBER 15-5300", "December 2, 2014" AND "2:00 P.M." written in the lower left-hand corner of the envelope containing the bid.

**PROPRIETARY INFORMATION**

Proprietary information, if any, submitted to Guadalupe County in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

All responses to this solicitation are in their entirety, subject to the Texas Open Records Act. Guadalupe County will respond to open records requests in accordance to law by providing all requested response information unless respondent (offerer) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary.

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Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

**PROCUREMENT SCHEDULE**

Bids will be available on October 21, 2014 after approval by the Guadalupe County Commissioners Court. Bid submission deadline is 2:00 p.m. on December 2, 2014. The anticipated conclusion of the bid process will be December 16, 2014 or December 30, 2014 with the awarding of the contract for a pre-engineered metal building.

Bid Issued	October 21, 2014
Question/Inquiry Deadline	November 20, 2014
Submission Deadline for Bids	December 2, 2014, 2:00 p.m.
Evaluation of Bids	
Award of Contract – To Be Determined	December 16 or 30, 2014

**ADDRESS**

Sealed bids may be hand-delivered or mailed to the County Judge Larry Jones, Guadalupe County, 211 W. Court, Seguin, Texas 78155.

**METHODS**

All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date, and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

**WITHDRAWAL OR ALTERATIONS OF BIDS**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by contractor guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

**NO OFFER**

Please indicate on your "NO OFFER" response any area/concern that may have influenced your decision to indicate "NO OFFER."

**BID OPENING**

Bids will be received and publicly acknowledged at the location, date and time stated above. Contractors, their representatives, and interested persons may be present. The bids shall be reviewed and acknowledged only so as to avoid disclosure of the contents to competing contractors and kept confidential during negotiations. However, all bids shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the bid and identified by contractor as such.

**TAX EXEMPT STATUS**

The County is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in this bid.

**AWARD**

It is anticipated that awards will be made within approximately two to four weeks after bid opening date. Bids submitted must be binding for not less than sixty (60) days after the date received.

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The County reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids.

Also, County reserves the right to reject the bid of any bidder if County believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, County will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by County indicates to County that the award will be in the best interest of the Project.

### **BID REQUIREMENTS**

#### **COMPLETED BID**

A completed bid means an original and three (3) copies containing the following:

- Contractor Identification
- Bid Submission
- Contract page
- Affidavit
- Conflict of Interest Questionnaire
- Attachment 1 – Contractor Qualifications

#### **ADDENDA AND EXPLANATIONS**

Explanations required by a prospective bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing addressed to Kristen Klein, County Auditor, 307 W Court Street, Seguin Texas 78155.

Any verbal statements regarding same by a person prior to the award shall not be authoritative and or binding.

Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum.

#### **REQUESTS FOR CLARIFICATIONS**

Any prospective respondent desiring any explanation or interpretation of the bid must make a written request at least five (5) business days prior to the scheduled time for the bid opening. The request must be addressed to Kristen Klein, County Auditor, at the address listed below:

Guadalupe County Auditor's Office  
Attn: Kristen Klein, County Auditor  
307 W. Court, Suite 205  
Seguin, TX 78155

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or faxed to (830) 303-1541 (receipt of fax must be verified by calling 830-303-4188 Ext. 1328).

Inquiries within five (5) working days of the date fixed for the submission and opening of the bids will not be given consideration.

**ACKNOWLEDGEMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgement must be received by Guadalupe County by the time and at the place specified for receipt of bids.

**LEGIBILITY**

Bids must be legible and of a quality that can be reproduced.

**BID MUST BE TYPED OR PRINTED IN INK**

All entries must be TYPED OR PRINTED IN INK. Faxed bids will not be accepted.

**FORMS**

All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Guadalupe County's interpretation shall govern.

**LATE BIDS**

Bids received after submission deadline will not be opened and will be considered void and unacceptable. Guadalupe County is not responsible for lateness of mail, courier service, etc.

**DOCUMENTATION**

Contractor shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS**

A contractor must affirmatively demonstrate their responsibility. A contractor must meet the following minimum requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

Guadalupe County may request representation and other information sufficient to determine contractor's ability to meet these minimum requirements listed above.

**RESPONSE PREPARATION COSTS**

The County will not pay any cost incurred by any contractor in the bid preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing contractors with

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exception of costs associated with any County personnel visits to contractor's offices or other client sites.

**CONTRACTOR'S REPRESENTATIONS**

**UNDERSTANDING OF BID DOCUMENTS**

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Contractor is aware of the general nature of work to be performed by County and others at the site that relates to the work as indicated in the Contract Documents.

**EXAMINATION OF DOCUMENTS AND SITE**

Contractor has examined and carefully studied the contract documents and the other related data identified in the bidding documents. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

**FAMILIAR WITH LAW AND REGULATIONS**

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.

**RECEIVED ALL INFORMATION NECESSARY**

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

**WRITTEN NOTICE**

Contractor has given the County Auditor written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to Contractor.

**COMPREHENSIVE UNDERSTANDING OF PROJECT**

Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

**SUBSTITUTE AND "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by County and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by County as a substitute or "or-equal" unless separately requested and submitted by Bidder with the original bid submission. The burden of proof of the merit of the proposed item is upon Bidder. County's decision of approval or disapproval of a proposed item will be final. If County approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

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**QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must submit written evidence of financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state of Texas or covenant to obtain such qualification prior to award of the contract.

Each Bid must contain evidence of Bidder's qualifications to perform the work described in the Contract Documents. Provide a list of similar projects as may be called for below.

The object of the request for the qualification of Bidder is neither to discourage bidding nor to make it difficult for qualified Bidder to file Bids. Nor is it intended to discourage beginning Contractors. It is intended to make it possible for County to obtain more exact information on financial ability, equipment, and experience in order to reduce hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify the County of all conflicts, errors or discrepancies in the Contract Documents.

On request in advance, County will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations. The Bidder shall be responsible for the expenses associated with such tests and explorations.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**AWARD**

**CONTRACT**

This Bid, and accompanying documents, and any negotiated terms, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful contractor and Guadalupe County. The successful contractor may be required to sign an additional agreement

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containing terms necessary to ensure compliance with the bid. No different or additional terms will become part of this contract with the exception of a Change Order.

**LOCAL PREFERENCE**

In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principal place of business is in the County and whose bid is within three percent of the lowest bid price received by the County from a bidder who is not a resident of the County, the County may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, **in writing**, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

This section does not prohibit a local government from rejecting all bids.

**SALES TAX**

Guadalupe County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

**CHANGE ORDERS**

Due to budget constraints, change orders will be limited to those revisions that are due to unforeseen conditions and are approved by Guadalupe County. Contractors are advised to fully understand the scope of work and to review the specifications and drawings in order to submit any requests for clarifications prior to the bid opening.

In the event a change order is required, said changes shall be incorporated into this Contract in the form of a change order. All change orders shall be subject to the review and approval of Guadalupe County Commissioner's Court and shall be in accordance with the Local Government Code.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications or drawings shall be reported at once to the Guadalupe County Project Manager and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Guadalupe County Project Manager.

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 must be made in writing and signed by both parties.

**EVALUATION CRITERIA**

Criteria utilized by Guadalupe County for determining the best acceptable contractor includes, but is not limited to: contractor's meeting County's specifications, contractor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any factor which could reasonably be asserted as being relevant to successful performance.

An evaluation committee will examine all responses to this bid. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated

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from consideration. Guadalupe County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Guadalupe County may seek clarifications from respondents during the evaluation process. Respondents may NOT initiate discussions with Guadalupe County during the evaluation process. Guadalupe County expects to receive clarifications from respondent personnel authorized to enter into contractual obligations.

Guadalupe County shall rank responses in accordance with the Selection Criteria listed in this document and may enter into negotiations with the respondent who offers the best value to the County. If the County is unable to negotiate a satisfactory contract with the respondent who offers the best value to the County, Guadalupe County will formally end negotiations with that respondent. The respondent who offers the next best value may then be asked to negotiate. Negotiations are continued in this sequence until a Contract is finalized or the Bid is withdrawn.

### **SELECTION CRITERIA**

Guadalupe County will select the offeror who provides the best value to the County based on the evaluation of bids received. The criteria used to evaluate the bid shall be:

Proposed Construction Contract Price	40 points
Contractor's Proposed Schedule and Completion Methodology	20 points
Contractor Experience and Qualifications	15 points
Contractor Current Work Schedule / Record	10 points
Contractor Key Personnel	5 points
Contractor References, Litigation, Claims, Reputation and Compliance	5 points
Subcontractor Experience and Qualifications	5 points

An award will be made to the offeror who offers the best value for the County based on the selection criteria contained herein.

Guadalupe County is not bound to accept the lowest priced bid if that bid is judged not to provide the best value for the County.

Bids will be opened publicly to identify the names of the offerors, their respective proposed contract amount, and proposed contract start up time. Other contents of the bids will not be disclosed prior to award or rejection by Guadalupe County.

### **EXCEPTIONS / SUBSTITUTIONS**

All bids meeting the intent of this bid will be considered for award. Contractor's taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the contractor has not taken exceptions and shall hold the contractor responsible to perform in strict accordance with the specifications of the Bid. Guadalupe County Commissioners Court reserves the right to accept any, all, or none of the exception(s) / substitution(s) deemed to be in the best interest of the County.

### **REJECTION / ACCEPTANCE**

It is understood that the Commissioners Court of Guadalupe County, Texas, reserves the right to accept or reject any or all bids for any or all materials and or services covered in this bid request. Additionally it is understood that they may waive discrepancies or defects in the bid or to accept such

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bid they shall deem to be in the best interest of Guadalupe County. Receipt of any bid shall under no circumstances obligate Guadalupe County to accept the lowest dollar bid.

### **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of this bid:

- Evidence of collusion among bidders
- Lack of competency
- Lack of responsibility as shown by past record
- Default on a previous county contract for failure to perform

### **ADDITIONAL INFORMATION**

The County may request additional information to further clarify, explain or validate the contents of any response in this Bid. All information must be submitted to the County in writing within three (3) days of the County's request.

### **CONTRACT ADMINISTRATION**

Under this contract, **Mark Green, Road & Bridge Administrator**, shall be the **Project Manager** on this project with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The **Project Manager** will serve as liaisons between Guadalupe County Commissioner's Court and the successful contractor. In order to ensure fair and objective evaluation, all questions related to this bid should be addressed to the person named above.

### **NEGOTIATIONS**

Guadalupe County reserves the right to negotiate the contract in accordance with Local Government Code section 262 for requests for bids.

### **CONTRACT AWARD**

The award of this contract shall be made to the responsible contractor whose bid is determined to be the best evaluated contractor resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the bid.

### **TERMS AND CONDITIONS**

#### **CONFLICT OF INTEREST**

No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171, including, but not limited to, Local Government Code §171.002 and §171.003.

#### **CONTRACTOR'S CERTIFICATIONS**

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Contract:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**FUNDING**

Funds for payment have been provided through the Guadalupe County budget approved by the Commissioners Court for the fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligation that may arise past the end of the current Guadalupe County fiscal year shall be subject to budget approval.

**DISCLOSURE REQUIREMENTS**

All prospective contractors shall complete the conflict of interest questionnaire and submit it with their bid in accordance with Local Government Code §176.004. (The Texas Legislature passed House Bill 914 during the 2005 legislative session which require the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

**ETHICS**

The contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Guadalupe County.

**WARRANTY**

The contractor shall provide a minimum of one-year warranty from the date of installation. Contractor shall warranty, during the warranty period, that the system will be free of defects in material and workmanship. Warranty shall include labor, materials, freight and equipment sold to or loaned to the County.

**TERMINATION OF CONTRACT**

This contract shall remain in effect until: 1) contract expires, 2) delivery/completion and acceptance of products and or services ordered or 3) terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful contractor must state therein the reasons for such cancellation. In the event the contract is cancelled, the County reserves the right to award to the next best bid, as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT**

Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the contractor shall be a basis for termination of the contract by the County. Guadalupe County reserves the right to terminate the contract immediately in the event the successful contractor fails to 1) meet delivery or completion schedules or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful contractor. The County shall not pay for any commodities / services that are unsatisfactory. Contractors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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**FORCE MAJURE**

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the work.

**COMPLIANCE WITH LAWS**

The successful contractor shall comply with all applicable federal, state and local laws and regulations.

**INVOICING**

Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Guadalupe County Purchase Order Number in order to be processed for payment.

**PROGRESS AND FINAL PAYMENTS**

The County will make progress payments in accordance with the contract price on the basis on Contractor's applications for payments with 5% withheld for retainage. The Design Engineer and County will review each submittal and sign off on said request prior to submittal to the Auditor's Office for payment.

The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit the pay application to the Project Manager for his approval. The amount of the payment due the Contractor shall have five percent (5%) deducted to be retained until final payment.

After final inspection and acceptance by Guadalupe County of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract.

The Contractor, upon final completion and acceptance of the work, will submit with his final bill a "**Full and Final Release and Affidavit of Bills Paid**" in the form attached hereto as Attachment No. 2, along with a final request for payment.

The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

**PAYMENTS**

Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a valid invoice. Payments shall be made in accordance with the State of Texas Prompt Payment Act, Vernon's Texas Codes Annotated, Government Code Title 10, Subtitled F, Chapter 2251. Successful contractor is required to pay subcontractors within ten (10) days after the successful contractor receives payment from the County.

Payment inquiries should be directed to the Auditor's Office, Accounts Payable: Roxanne Canales, 830-303-4188 ext. 1370.

**VENUE**

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

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**ASSIGNMENT OF CONTRACT**

The successful contractor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of Guadalupe County Commissioners Court.

**SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold Guadalupe County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**WAIVER OF SUBROGATION**

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

**PERMITS / LICENSES**

Contractor shall obtain and pay for all construction permits and licenses. Guadalupe County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of bids.

*See City of Seguin Building Permit Fees schedule available online.*

**INSURANCE**

Before commencing work, the successful contractor shall be required, at his own expense, to furnish the Guadalupe County Purchasing Coordinator within ten (10) days of notification of award with certificates of all insurance policies for all requirements as stated below to be in force throughout the term of the contract.

During the period of this contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold the County harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall;

- A. Name Guadalupe County as additional insured/or an insured, as its interests may appear.
- B. Provide Guadalupe County a waiver of subrogation.
- C. Provide Guadalupe County with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- D. Provide the Guadalupe County Purchasing Coordinator, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.

**GUADALUPE COUNTY REQUEST FOR BID  
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- E. Submit a certificate of insurance reflecting coverage as follows:
- a. Commercial Automobile Liability:
    - Bodily Injury (Each person) - \$1,000,000
    - Bodily Injury (Each accident) - \$1,000,000
    - Property Damage - \$1,000,000
    - Aggregate Policy Limits - \$1,000,000
  - b. Commercial General Liability (Including Contractual Liability):
    - Bodily Injury - \$1,000,000
    - Property Damage - \$1,000,000
    - Aggregate Policy Limits - \$1,000,000
  - c. Excess Liability:
    - Umbrella Form - \$1,000,000
  - d. Worker's Compensation: - Statutory

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

All required insurance shall be in force throughout the term of this contract. Failure to provide or any lapse in the required insurance may be cause for immediate cancellation of award of this contract.

**BONDS**

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall promptly notify County and Design Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety.

All bonds and insurance required by the Contract Documents to be purchased and maintained by County or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

## **GUADALUPE COUNTY REQUEST FOR BID PRE-ENGINEERED METAL BUILDING**

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by County or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by County, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations are in addition to any other obligation or warranty. The provisions herein shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose

### **SUSPENSION, DEBARMENT, AND TERRORISM**

Contractor certifies that the contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Government Entity and that Contractor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Contractor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

### **EQUAL EMPLOYMENT**

All contracts will be awarded by Guadalupe County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

### **CITIZENSHIP OF EMPLOYEES**

The Bidder warrants, by execution of this Bid, that it has complied with all federal laws and requirements therefore regarding immigration and citizenship, and that all employees are qualified as required therein.

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

**CONTRACTOR'S USE OF PREMISES**

Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the County against claims or demands arising from such use of properties outside of the limits of construction.

Improvements to private properties made for the Contractor's use must be removed upon completion of the Work. No fill material may be placed in temporary work areas or on adjacent private properties without the written permission of the County.

Altering the condition of properties adjacent to and along the limits of construction will not be permitted unless authorized by the Design Engineer and property County(s). Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of the limits of construction will not be permitted. Any damage to properties outside of the limits of construction shall be repaired or replaced to the satisfaction of the Design Engineer at no cost to the County.

Contractor shall protect or replace all property corners, monuments or other demarcations disturbed, damaged or lost as a result of his activities. The replacement of these devices shall be properly documented to the satisfaction of the Design Engineer by a Registered Public Land Surveyor with copies delivered to the Design Engineer.

**CLEAN UP**

Maintain Project Site in a neat and orderly manner. Perform daily clean-up in and around construction zone of dirt, debris, scrap materials, other disposable items. Leave streets, driveways, and sidewalks broom-clean or its equivalent at the end of each work day. Promptly remove barriers, signs, and components of other control systems that are no longer being utilized. Dispose of waste and excess materials in accordance with requirements of the Technical Specifications.

**RESTORATION**

Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities is indicated on the Plans. Repair/Replace removed or damaged pavement and removed or damaged curbs, gutters, and headers in accordance the Technical Specifications with like materials to match existing style, lines, grades, etc., unless otherwise directed by Engineer.

**COORDINATION AND MEETINGS**

Coordination is required throughout the project. Coordinate scheduling, submittals, and work of the various Technical Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

Coordinate completion and clean up of the work for substantial completion and for portions of the work designated for County's partial occupancy.

Attend preconstruction conference with County, Design Engineers and Contractors.

A. Agenda:

1. Designation of personnel representing the parties to the Contract, and the Consultant.
2. Review of insurance.

**GUADALUPE COUNTY REQUEST FOR BID  
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3. Discussion of formats proposed by the Contractor for Schedule of Values, and Construction Schedule.
4. Discussion of required Submittals, including, but not limited to, Work Plans, Traffic Control Plans, Safety Programs, Construction Photographs.
5. Procedures and processing of Shop Drawings and other submittals, substitutions, Applications for Payment, Requests for Information, Change Orders, and Contract closeout.
6. Scheduling of the Work and coordination with other Contractors.
7. Review of Subcontractors.
8. Site Mobilization
9. Designation of the individual authorized to execute change documents and their responsibilities.

**PROGRESS MEETINGS**

- A. Progress Meetings shall be held at Project Site or other location as designated by the County. Meeting shall be held at monthly intervals, or more frequent intervals if directed by County.
- B. Attendance Required: Job superintendent, major subcontractors and suppliers, Design Engineer representatives, and Contractor as appropriate to agenda topics for each meeting.
- C. Contractor shall provide required information and be prepared to discuss each agenda item.
- D. Agenda:
  1. Review of Construction Schedule, Applications for Payment.
  2. Field observations, problems, and decisions.
  3. Identification of problems which impede planned progress.
  4. Review of Submittal Schedule and status of submittals.
  5. Review status of Requests for Information.
  6. Review status of Change Orders.
  7. Review of off-site fabrication and delivery schedules.
  8. Maintenance of updates to Construction Schedule.
  9. Corrective measures to regain projected schedules.
  10. Planned progress during succeeding work period.
  11. Coordination of projected progress.
  12. Maintenance of quality and work standards.
  13. Effect of proposed changes on Construction Schedule and coordination.
  14. Other items relating to the Work.

**CONTRACTOR'S QUALITY CONTROL**

Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce the Work of specified quality at no additional cost to the County.

Comply fully with manufacturers' installation instructions, including each step in sequence. Request clarification from Design Engineer before proceeding should manufacturers' instructions conflict with Contract Documents.

Comply with specified Standards as minimum requirements for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

**GUADALUPE COUNTY REQUEST FOR BID  
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Perform work by persons qualified to produce the specified level of workmanship.

**FINAL INSPECTION**

When the work included in this Contract is substantially completed, the Contractor shall notify the Project Manager in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Project Manager will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

Per Guadalupe County, substantial completion is defined as a designated portion of a construction project that is sufficiently complete in accordance with the contract for the County to occupy and / or utilize it for its intended use, without undue interference.

**QUESTIONS REGARDING BID DOCUMENTS**

Questions concerning this bid should be directed to Mark Green, Road & Bridge Administrator at 830-303-4188 Ext. 1269.

**GUADALUPE 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.**

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

**SPECIFICATIONS AND BID SHEETS**

**GENERAL**

The County of Guadalupe, Texas (County) is requesting bids from established and qualified contractors to provide construction of a new 10,450 square foot one story pre-engineered metal building which includes a training room, office, break room, restrooms, lube center, porches, storage and mechanical mezzanine. The new work will include new parking and driveways, which will be constructed by the County.

**SPECIFICATIONS / PLANS**

A set of plans and specifications may be obtained on the Guadalupe County website. The contractor is responsible for printing their copies of the plans from the electronic file provided on the County's website.

For the Contractor's convenience, printed plans may be requested, locally, from Pollock Business Forms / Print Express:

Pollock Business Forms / Print Express  
308 E. Court Street  
Seguin, Texas 78155  
830-379-3131  
Reference: blueprints  
<http://www.pollock-web.com>

Plans ordered on Pollock Business Forms / Print Express' website are offered at a discounted price if paid by credit card. The Contractor may choose to print project plans at the location of their choosing; Contractor is responsible for the cost of printing the project plans for their use. Guadalupe County will not be responsible for any expense related to the production or printing of project plans.

Complete sets of bidding documents shall be used in preparing bids; neither Guadalupe County nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

**PROJECT SCOPE AND PHASING**

**PROJECT SCOPE**

Construction of a new 10,450 square foot one story pre-engineered metal building which includes a training room, office, break room, restrooms, lube center, porches, storage and mechanical mezzanine. The new work will include new parking and driveways, which will be constructed by the County.

Construction of the pre-engineered metal building shell and finish-out of the following spaces:

The project will be completed in two (2) phases.

PHASE 1: Construction of the pre-engineered metal building shell and finish-out of the following spaces:

A) Tire Storage

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

- B) Tire Shop
- C) Lube Bay 1
- D) Lube Bay 2
- E) Storage
- F) Restroom
- G) Elec. Room
- H) Storage Mezzanine
- I) Porch 1
- J) Porch 2
- K) Rough-in plumbing in the concrete foundation only:
  - i) Men's Restroom
  - ii) Women's Restroom
  - iii) Janitor's Closet
  - iv) Breakroom

**PHASE 2:** Interior finish-out of the following spaces

- A) Lobby
- B) Mens
- C) Womens
- D) Janitor's Closet
- E) Table/Chair Storage
- F) Training Room
- G) Office
- H) AV Closet
- I) Closet
- J) Break room
- K) Mechanical Mezzanine

**Detailed plans are included as separate attachment denoted as "BID 15-5300 PLANS AND DRAWINGS" and are considered in whole and in part an integral part of this contract, *emphasis added*.**

## **BID SUBMISSION**

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

**CONTRACT**

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the contractor to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other contractor, and that the contents of this bid have not been communicated to any other contractor prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Date

Printed Name and Title of Signer:\_\_\_\_\_

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

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

E-mail:\_\_\_\_\_ Phone No.:\_\_\_\_\_ Fax No.:\_\_\_\_\_

The Commissioners Court of Guadalupe County, Texas does hereby agree to contract with \_\_\_\_\_  
\_\_\_\_\_ to provide a Pre-Engineered Metal Building for the Guadalupe County Road &  
Bridge department, inclusive, in accordance with the bid submissions set forth hereto.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

APPROVED:

ATTEST:

\_\_\_\_\_  
LARRY JONES, COUNTY JUDGE

\_\_\_\_\_  
TERESA KIEL, COUNTY CLERK

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to  
the following, who upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the contractor in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the contractor with the other firms in this same line of business, and the contractor is not a member of any trust, pool or combination to control the price of supplies proposed on, or to influence any person to propose or not to propose thereon.

I further affirm that the contractor has 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 a public servant in connection with the submitted bid.

I further affirm, pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offerer, hereby affirms that Bidder/Offerer:

\_\_\_\_\_ Does not own taxable property in Guadalupe County; or

\_\_\_\_\_ Does not owe any ad valorem taxes to Guadalupe County or is not otherwise indebted to Guadalupe County.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

Bidder / Offerer Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_

Bidder (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED**

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"><b>OFFICE USE ONLY</b></div> <div style="padding: 5px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">1</div> <b>Name of person who has a business relationship with local governmental entity.</b>  		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">2</div> <div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> </div> <p style="margin-top: 10px;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">3</div> <b>Name of local government officer with whom filer has employment or business relationship.</b>  <div style="text-align: center; margin-bottom: 10px;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the filer of the questionnaire 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?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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 of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">4</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/> Signature of person doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

Adopted 06/29/2007

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>(Instructions for completing and filing this form are provided on the next page.)</p>		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th 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>	<p style="text-align: center; margin: 0;"><b>OFFICE USE ONLY</b></p> <p style="margin: 5px 0;">Date Received</p>	
<p><b>1</b> Name of Local Government Officer</p>		
<p><b>2</b> Office Held</p>		
<p><b>3</b> Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code</p>		
<p><b>4</b> Description of the nature and extent of employment or other business relationship with person named in item 3</p>		
<p><b>5</b> List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)</p> <p style="margin-left: 40px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="margin-left: 40px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="margin-left: 40px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>		
<p><b>6</b> <b>AFFIDAVIT</b></p> <div style="text-align: center; margin-top: 20px;"> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a 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), Local Government Code.</p> <p>_____</p> <p>Signature of Local Government Officer</p> </div> <p style="margin-top: 20px;">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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <p>_____ Signature of officer administering oath</p> <p>_____ Printed name of officer administering oath</p> <p>_____ Title of officer administering oath</p> </div>		

Adopted 06/29/2007

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

**ATTACHMENT 1**

**CONTRACTOR QUALIFICATION STATEMENT**

The Bidder is required to submit the following information to County for consideration:

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

Company name: \_\_\_\_\_

Permanent main office  
address: \_\_\_\_\_

Street	City, ST	ZIP
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1. Form of ownership:      ☐ Proprietorship      ☐ Partnership      ☐ Corporation      ☐ Other (specify)

2. When organized: \_\_\_\_\_

3. If a corporation, where incorporated: \_\_\_\_\_

4. Specify:

      \_\_\_\_\_ Large Business (100 or more employees)

      \_\_\_\_\_ Small Business (fewer than 100 employees)

      \_\_\_\_\_ Other \_\_\_\_\_

5. How many years has your company been engaged in business under its present name?

      \_\_\_\_\_ years

Give former names of the company, with dates of operation under each name.

Former Name	Date

6. General character of work performed by your  
company: \_\_\_\_\_

\_\_\_\_\_

**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

**7.** Provide a list of officers of the contractor who, while in the employ of the contractor or the employ of previous contractors or self-employed, were associated with contracts which resulted in law suits, contracts defaulted or filed for bankruptcy.

**8.** Has your company ever failed to complete, defaulted, or been terminated on a project?

☐ Yes   ☐ No

If yes, give project name and location, County and engineer names, and explanation:

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**9.** Does your company have any involvement in prior, pending or threatened claims or litigation alleging 1) non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the County; or 2) any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or 3) non-payment to Subcontractors and material suppliers?

☐ Yes   ☐ No

If you answered yes to either 1, 2 or 3 above, provide project name and location, Owner and engineer names, and explanation of the nature, status and/or outcome of such claim or litigation (attach additional pages if necessary):

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**10.** Has your company or any of your Subcontractors' companies ever failed to take corrective action on items of work under warranty during the warranty period?

☐ Yes   ☐ No

If yes, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of the warranty issue (attach additional pages if necessary):

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**11.** Has your company or any of your Subcontractors' companies been cited for safety violations on any project within the last five years?

☐ Yes   ☐ No

If yes, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of the safety issue (attach additional pages if necessary):

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**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

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**12. Experience**

- a. Normally performs \_\_\_\_\_% of work with own forces.
- b. Proposing to perform \_\_\_\_\_% of work for this project with own forces.

**13. Provide a complete list of Subcontractors' and Suppliers for the Work. Include information on subcontractors experience and qualifications.**

**14. Superintendent & Project Manager Information**

- a. List "Key Personnel" for this project (including, but not limited, to Project Manager, Superintendent, Scheduler and Quality Control Person)
- b. Include resumes of key personnel, including:
  - i. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.
  - ii. Years of experience, previous and current projects, areas of specialization, education

- 15. Your company certifies that the Superintendent/Manager you propose for this Project has sufficient knowledge, skills and experience in similar Project work:** ☐Yes ☐No

If no, explain:

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- 16. Your company certifies that the experience of personnel to be employed in the various responsible charges of the Work have performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.** ☐Yes ☐No

- 17. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the Bid Specifications.** ☐Yes ☐No

If no, explain:

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- 18. Your company certifies that it is not in arrears in the payment of any obligations to the City, including, without limitation, property or sales taxes, fees or utility charges.** ☐Yes ☐No

If no, explain:

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**GUADALUPE COUNTY REQUEST FOR BID  
PRE-ENGINEERED METAL BUILDING**

19. List ALL projects of a similar character involving metal framed buildings (new or remodeled) that include new concrete foundation or flooring with **a cost in excess of \$.5 million** that your company has completed as a prime Contractor or SubContractor within the last four years. You may attach your own list if it contains all of this information.

Project Name	Owner & Telephone	Engineer Name and Telephone	Completion Date

20. List ALL projects with a cost in excess of \$1,000,000.00 that your company is **presently** constructing as a prime Contractor or Subcontractor. Give project name and location, owner and engineer names and phone numbers, project status, and whether the project is on schedule. You may attach your own list if it contains all of this information.

Project Name	Engineer Name and Telephone	Scheduled Completion Date	Estimated Completion Date	Project Status

21. List the name, position, residence address, background and experience of each principal member of your firm, including the officers.

Name	Position	Residence Address	Background/Experience

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**22.** Other references. Under this section, the Contractor may include additional references for other, or non-similar, projects.

**23.** List bank references, including contact name and title, address and phone of contact person.

Bank	Contact Name/Title	Address	Phone

**24.** Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the County?

☐Yes ☐No

If no, explain:

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**25.** Proposed Schedule and Completion Method. Include Contractor's proposed schedule to completion. Dates and timeline must be included.

**26.** Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's bid?

☐Yes ☐No

- a) That you are fully informed of the contents of the bid and the circumstances of its preparation;
- b) That your bid is genuine and is not a collusive or sham bid;
- c) That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against Guadalupe County or any other bidder; and,
- d) The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

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**ATTACHMENT 2**

**FINAL BILLS PAID AFFIDAVIT  
BY CONTRACTOR**

BEFORE ME, the undersigned authority, personally appeared as \_\_\_\_\_, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that: "My name is \_\_\_\_\_ and I am the \_\_\_\_\_ of \_\_\_\_\_", hereafter referred to in this affidavit as "Contractor". Contractor's business address is \_\_\_\_\_, Texas, \_\_\_\_\_.

The undersigned Contractor has personal knowledge of the facts stated herein and has full authority to make the agreements in this affidavit on behalf of Contractor. Pursuant to and in accordance with a written contract between Contractor and \_\_\_\_\_, collectively referred to as County, Contractor furnished materials and labor for the construction, renovation, installation or repair of certain improvements (the "Improvements") as indicated in the bid documents.

All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions of said contract.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of the Improvements.

Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, manufacturers, suppliers, or materialmen for or in connection with the furnishing of labor materials, or both, for the construction, renovation, or repair of the Improvements.

Contractor further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the

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intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

Contractor hereby indemnifies and holds harmless Guadalupe County from any and all claims, demands or causes of action, and any costs, expenses, and attorney's fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

By: \_\_\_\_\_

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

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

**Notary's Acknowledgement**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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**I M P O R T A N T**

**BIDDER'S / PROPOSER'S CHECKLIST**

Check off each of the following as the necessary action is completed.

- ☐ The prices have been checked.
- ☐ The CONTRACTOR IDENTIFICATION PAGE (Page 1) has been completed, including all the requested information, and is included in your bid.
- ☐ The BID SUBMISSION (Page 21) has been completed, including all requested information, and is included in your bid package.
- ☐ The CONTRACT (Page 22) has been completed, signed, dated and included in your bid package.
- ☐ The AFFIDAVIT (Page 23) signed and notarized and included in your bid package.
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE (Page 24-25) has been completed, signed, dated and included in your bid package.
- ☐ The ATTACHMENT 1 – CONTRACTOR QUALIFICATIONS (Page 26-30) must be completed and included with bid submission/
- ☐ The mailing envelope has been addressed to:  
  
County Judge Larry Jones  
Guadalupe County  
211 W Court St  
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and **three (3)** copies.
- ☐ The mailing envelope has been sealed and marked:
  - A. Bid number
  - B. Name of bid
  - C. Opening date and time

**GUADALUPE COUNTY WISHES TO THANK ALL CONTRACTORS FOR THEIR PARTICIPATION.**