

**LLANO COUNTY, TEXAS
INVITATION FOR PROPOSALS
INSTRUCTIONS/TERMS AND CONDITIONS/PROPOSAL DOCUMENTS**

By order of the Commissioners Court of Llano County, Texas, sealed proposals will be received for:

LEASE AND MANAGEMENT OF THE LLANO COUNTY SCHOOL LAND

This proposal will provide for the lease and management of the Llano County School Land. This proposal is for 17,200 acres, more or less, situated in Tom Green County, Texas. Types of proposals may include but are not limited to; hunting, fishing, camping and grazing. Proposals will be ranked based not only on revenue generated but also on the ability to provide proper management and conservation of the property. It is understood that the Commissioners Court of Llano County, Texas reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Llano County. Receipt of any proposal, shall under no circumstances, obligate Llano County to accept the lowest price. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated proposal resulting from negotiation, taking into consideration the relative importance of price, reliability, quality and other Evaluative factors.

Proposals shall include this invitation to proposal and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as indicated. **Facsimile transmittals will not be accepted.**

Proposals will be received and publicly acknowledged at the location, date, time stated in this proposal document. Proposers, their representatives and interested persons may be present. All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by proposer as such.

Llano County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

This proposal and submitted documents, when properly accepted by Llano County Commissioners' Court, shall constitute a contract equally binding between the successful proposer and Llano County. No different or additional terms will become part of this contract with the exception of Change Orders executed by Llano County Commissioners' Court.

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

Any injury or damages sustained by Llano County, its officers, agents, or employees arising from any negligent act or fault of said person(s) shall be the responsibility of Llano County and Llano County will indemnify and hold harmless successful proposer from the same.

Llano County shall pay any judgment with cost, which may be obtained against successful proposer and growing out of such injury or damages.

This contract shall remain in effect until contract expires, delivery/completion and acceptance of items and/or services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful proposer must state therein, the reasons for such cancellation. Llano County reserves the right to award-cancelled contract to the next best proposer as it deems to be in the best interest of the County.

Llano 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 resulting contract award. Llano County reserves the right to terminate the contract immediately in the event the successful proposer fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the County to award to another proposer or purchase elsewhere.

The successful proposer shall not sell, assign, transfer or convey any contract resulting from this invitation to proposal, in whole or in part, without the prior written consent of Llano County.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the proposal document and/or proposal Instructions/Term Conditions.

No public official shall have an interest in a contract in accordance with Vernon's Texas Codes Annotated, Title C, Chapter 171, Local Government.

Llano County operates on a "Purchase Order" system. A purchase order must be issued by the Auditor's office before a purchase, a pick-up or a delivery of any product or service is authorized. Payment to the vendor will be made within thirty (30) days of acceptance of a product or service by the Department Head and presentation of a valid vendor invoice. Vendor shall reference the Llano County Purchase Order number on the invoice in order for the invoice to be valid.

Llano County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

It is the intent of this Request for Proposal to solicit proposals for the lease and management of the Llano County School Land. The proposal is for 17,200 acres, more or less, situated in Tom Green County, Texas. All in accordance with Proposal Conditions, Specifications, and/or Special Provisions attached hereto.

OPENING DATE: Monday, February 29, 2016 – 3:00 p.m., Llano County Auditor’s Office, 1447 E State Hwy 71, Unit B, Llano, Texas, 78643.

AWARD DATE: Monday, March 14, 2016 - 9:00 a.m. Llano County Commissioners’ Court

INSTRUCTIONS TO PROPOSERS:

Proposals must be received in the Llano County Auditor’s Office on or before the opening time and date specified. Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened. **(Faxed or electronic mail proposals will not be accepted).**

In order to assure your proposal is fairly considered, it must be submitted in a properly sealed envelope, clearly marked on the outside lower left hand corner surface with the numbers "16-091-01". Proposals marked otherwise may be opened prematurely.

PLEASE MAIL YOUR PROPOSALS TO:

**LLANO COUNTY AUDITOR
1447 E STATE HWY 71, UNIT B
LLANO, TEXAS 78643**

All proposals must be submitted on the forms provided in this proposal document. No proposals will be considered in which the proposal, specifications, or any provisions have been modified.

The invitation to proposal numbers, "16-091-01" shall appear on any technical data or additional information furnished by your company with this proposal.

A proposal that is in the possession of the County Auditor may be withdrawn by the company’s representative, in person (with proper identification) or by written request up to the time of the proposal opening. Proposals may be altered by telegram, letter or fax transmission bearing the signature or name of the person authorized for submitting proposal, provided it is received prior to the time and date of opening. Any alteration should not reveal the proposal price but should indicate the addition, subtraction, or other change in the proposal.

The Commissioners Court of Llano County reserves the right to reject any and all proposals. To accept in whole or part, to waive any informality in the proposals received; to accept proposals separately or combine proposals as it shall deem to be in the best interest of Llano County.

Proposals are solicited for furnishing a proposals only and imply no obligation on part of Llano County. Llano County reserves the right to negotiate in private with all responsible submitters in order to obtain the best possible contract for overall County purposes.

The failure of any company to comply with the terms of this request for proposal will subject any contract or purchase order to revocation.

TERMS AND CONDITIONS:

All proposals must meet the requirements set out in Attachment A Proposal Specifications and Attachment B Bid Affidavit and a detailed Property Use Proposal.

Proposer agrees to the Standard Terms & Conditions outlined in this invitation to proposal.

Questions regarding the specifications, proposal process, approval of proposals, and acceptance should be directed to:

**Cindy J. Lent
Llano County Auditor
(325) 247-3783**

Or

**Jerry Don Moss
Llano County Commissioner, Precinct #4
(325) 247-3178**

LLANO COUNTY
ATTACHMENT "A"

PROPOSAL SPECIFICATIONS FOR LEASING AND HUNTING
ON LLANO COUNTY SCHOOL LANDS

Llano County Commissioners' Court is now accepting proposals for lease of the Llano County School Land. The lease is for 17,200 acres, more or less, situated in Tom Greene County, Texas for the term of five (5) years with an option to renew for an additional five (5) years, commencing _____. This lease includes all rights for grazing, hunting, fishing, camping, and living quarters on the property. Lessee will abide by all provisions as outlined in the proposal packet and will be subject to Independent Monitoring, Animal Unit Cost Equivalents, a Range Conservation Plan and Insurance provisions. Included is this packet for *reference purposes*;

EXHIBIT A – "Lease for Grazing", that outlines the current lease and provides a legal description of the property;

A-1-Map

All subsequent provisions not included in this packet will be negotiated based on the proposals received during this process. Please indicate below your proposal per acre and attach a detailed outline of your Property Use Proposal that outlines you plan for management and use of the property.

PRICE PER ACRE: _____ TOTAL ANNUAL AMOUNT: _____

EXCEPTIONS, IF ANY _____

Respectfully Submitted:

(Print Firm Name)

(*Signed By)

(Title)

(Business Address)

******Please attach a detailed explanation that includes other information that may be necessary or helpful in determining the best proposal and the best conservation and care of the property.***

PROPOSER must return pages 5 and 6 of proposal package and all required documentation.

LLANO COUNTY, TEXAS
INVITATION TO PROPOSAL

PROPOSAL AFFIDAVIT

All pages in the company’s proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the contract.

The undersigned agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be 365 calendar days from the date of the proposal opening. Period of acceptance will be 90 calendar days unless otherwise indicated by proposer.

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who after being by me, duly sworn, did depose and say: * “I, _____, am a Duly authorized office or agent for _____ and have been duly Authorized to execute the foregoing proposal on behalf of the said firm.”

I, hereby certify that the foregoing proposal has not been prepared in collusion with any other offer, or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the proposer is not now, nor has been for the past 6 months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.”

Name and address of proposer:

By: _____ Title: _____

Signature: _____

Subscribed and sworn to before me by the above named _____
this the _____ day of _____, 2016.

Notary Public in and for the State Of Texas

RETURN THIS AFFIDAVIT AS PART OF PROPOSAL