



**INVITATION FOR BID (IFB) #19-3610
CONCRETE
GUADALUPE COUNTY
MARCH 19, 2019**

BIDS DUE: WEDNESDAY, APRIL 24, 2019 at 2:00PM CST.

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks Competitive Sealed Bids in response to this Invitation for Bid (IFB) for Concrete.

Competitive Sealed Bids must be submitted with **one (1) original, one (1) copy , and one electronic copy of the entire Bid on a flash drive.**

IMPORTANT DATES:

BID DUE DATE and TIME: Bids are due by 2:00 p.m. on Wednesday, April 24, 2019.

Bids must be delivered by mail, express mail, or in person to:

Mailing Address:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155

All Bids must be in a sealed envelope clearly marked with Bid name, Bid number, and opening date in the lower left-hand corner of the envelope.

All questions and correspondence must be directed to the Purchasing Agent – Guadalupe County and submitted in writing via email to purchasing@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions, in writing, via email, regarding this IFB, to the County's Purchasing Agent. **Do not contact members of the Commissioners' Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this IFB. Contact with any county employees regarding this IFB, after issuance of the IFB and before selection is made, will result in disqualification.**

Enclosed for your consideration is the IFB with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the IFB.

Bidder shall sign and date the Bid as requested on each page. Bids, which are not signed and dated in this manner, may be rejected.

Please note that all Bids must **be received at the designated location by the deadline shown**. Bids received after the deadline **will not be considered** for the award of the contract and shall be considered void and "Non-Responsive" in accordance with state law.

Guadalupe County is very conscious and extremely appreciative of the time and effort you have expended to submit a Bid. If your response to this IFB is a "No Bid" response, submit a "Statement of No Bid" stating your reason and any requirement of this IFB which may have influenced your decision.

Any interpretation of the IFB will be made only by IFB Amendment and or Addendum duly issued by the Purchasing Office. Guadalupe County reserves the right to accept or reject any or all Bids/ as it deems in its best interest and to waive any formalities.

It is the Bidders responsibility to verify the issuance of Addenda in regard to this Bid. All Addenda shall be made available to all known Bidders/ and shall be posted on the Guadalupe County Purchasing Website at:

<http://www.co.guadalupe.tx.us/purchasing/bids.php>.

Guadalupe County shall not be responsible for failed internet connections or power interruptions.

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I. INTRODUCTION

1. General Information

1.1.1 Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

1.1.2 Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar Counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

1.1.3 Inquiries/Questions concerning this Invitation for Bid (IFB) must be submitted in writing via email no later than **Wednesday, April 17, 2019 at 2:00 p.m. (Central Standard Time)**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155
purchasing@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the Purchasing Department has received inquiry.

1.1.4 Deadline for submitting Bids is Wednesday, April 24, 2019, 2:00 p.m. (Central Standard Time). NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of Bids. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.1.5 Submittals - One original (1), one (1) copy and one (1) electronic copy of the entire BID on a flash drive must be submitted in a sealed envelope clearly labeled with the Bid name, Bid number, and opening date in the lower left-hand corner of the envelope.

1.1.6 Acceptance - All Bids must include a statement that they are valid for a minimum period of sixty (60) days subsequent to the IFB closing date.

1.1.7 Late Bids - will not be considered. Each Bidder shall be solely responsible for ensuring that the County receives the Bid within the time limit indicated.

1.1.8 Non-appropriation - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this

agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Bidder written notice of cancellation and the County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.1.9 Costs – Costs related to preparation of a response shall be the responsibility of the Bidder. There is no expressed or implied obligation for Guadalupe County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Guadalupe County will not reimburse Bidders for these expenses.

1.1.10 Ownership of Bid – Each Bid shall become the property of Guadalupe County upon submittal and will not be returned to Bidders.

1.1.11 Right of Rejection - Guadalupe County reserves the right to reject any or all Bids submitted and to waive any informality in Bids received.

1.1.12 Clarification or Additional Information Requested - During the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from Bidders, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting Bids may be requested to make oral presentations as part of the evaluation process.

1.1.13 Right of Retention - Guadalupe County reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected, provided that the information was not marked as "Proprietary and or (Confidential)". Submission of a Bid indicates acceptance by the firm of the conditions contained in this IFB, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between Guadalupe County and the firm selected.

1.1.14 Award - it is anticipated that Guadalupe County Commissioners Court will award the contract for Concrete on or before July 1, 2019,, or as soon thereafter as possible.

1.2 General Contract Terms and Conditions

The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Bidder",), hereby agree upon the following terms and conditions.

1.2.1 Contract - This Bid, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful Bidder and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.

1.2.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

1.2.3 Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) - Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

1.2.4 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

1.2.5 Confidentiality - All information disclosed by Guadalupe County to the successful Bidder for the purpose of the work to be performed or information that comes to the attention of the successful Bidder during the course of performing such work is to be kept strictly confidential.

1.2.6 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the IFB shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Bid, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

1.2.7 Addenda - Any interpretations, corrections or changes to this IFB will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this Invitation for Bid, Bidder shall acknowledge receipt of all addenda with Bid submission.

1.2.8 Change Orders - 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 approved by the Commissioners Court.

1.2.9 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

1.2.10 Assignment - The successful Bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written consent of Guadalupe County Commissioners.

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

1.2.12 Compliance with Laws – Guadalupe County and successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

1.2.13 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the Bid response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.2.14 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Bid.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.2.15 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract.

Bidder must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. "Boycott Israel" has the meaning assigned by Section 808.001.
2. "Company" has the meaning assigned by Section 808.001.
3. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

1.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Bidder must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

1.2.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

1.2.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

1.2.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided,

- canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.

• All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the Bidder awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

1.2.20 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at their expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

1. Name Guadalupe County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.
3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Guadalupe County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Professional liability	Not Required
Automobile Liability:	\$1,000,000
Bodily Injury (Each person)	\$1,000,000
Bodily Injury (Each accident)	\$1,000,000
Property Damage	\$1,000,000
General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Excess Liability:	
Umbrella Form	\$1,000,000
Worker's Compensation:	Statutory (\$500,000)

1.2.21 Indemnification - Successful Bidder shall defend, indemnify and hold harmless Guadalupe 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 (including but not restricted to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work or any negligent act or omission or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Bid award. Successful Bidder shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages.

1.2.22 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful Bidder fails to:

Meet delivery or completion schedules, or otherwise perform in accordance with the accepted Bid. Breach of contract or default authorizes the County to award to another Bidder, purchase elsewhere and charge the full increase cost to the defaulting Bidder.

Either party may terminate this contract with a thirty (30) day written notice prior to either party stating cancellation. The successful Bidder must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to: Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

1.2.23 Performance of Contract - 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 resulting contract award.

1.2.24 Invoices - Invoices shall be sent directly to the Guadalupe County Auditor's Office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. The invoices shall show:

- Firm name and address
- Purchase Order Number
- Name of receiving department
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time
- Signature of County employee accepting delivery

1.2.25 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment requests must be submitted in accordance with the contracted payment schedule.

1.3 Award

1.3.1 CONTRACT PERIOD - The contract period is from July 1, 2019 through June 30, 2020.

1.3.2 LOCAL PREFERENCE- In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principle 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.

1.3.3 FIRM PRICING - All of the items listed are to be on a “per unit” basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the contract per the bid document. Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

1.3.4 AVAILABILITY - It is expressly understood and agreed that in case Guadalupe County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract

1.3.5 LOCATION - For items included on these bids that are not delivered, location will be an important factor in the evaluation of bids. Distance will be reviewed both from the aspect of potential projects for the County for the upcoming year and for the distance to the County Road and Bridge locations within the County.

1.3.6 EVALUATION CRITERIA - Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to, bidder meeting the County’s published specifications, bidder’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. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area or areas based on the most convenient location(s) for the using department. As stated in the Local Government Code, §262.027 (e), “... the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioner’s court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material”.

1.3.7 PROTESTS - Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after Bid opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any

appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

1.3.8 CONTRACT ADMINISTRATION - Under this contract, the Road and Bridge Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder.

1.3.9 Inter-local Participation - It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having or entering into an inter-local agreement with Guadalupe County.

II. SPECIFICATIONS

1.4.1 PRODUCT AND ESTIMATED QUANTITIES - The quantities listed are merely estimates of annual usage-not actual order amounts. During the period of the purchase contract, the County will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. The County will order on an as needed basis.

Quantities used will vary. Guadalupe County hereby makes no statement as to the estimated usage and no stipulated usage can be demanded by supplier.

PRODUCT	Estimated Quantities
Flowable Fill	51 cubic yards
2,500 PSI	0
3,000 PSI	75 Cubic Yards
4,000 PSI	75 cubic yards
5 SACK GROUT	0

1.4.2 ORDERING

All items will be ordered on an "as needed" basis.

1.4.3 CONCRETE SPILLS

Extreme care must be taken by the contractor to avoid concrete spills. The truck must be attended at all times during off-loading. Any costs incurred as a result of concrete spills due to negligence on the part of the contractor, its agents or employees, or due to equipment malfunction, will be borne by the contractor and may be grounds for termination of the contract, at Guadalupe County's option.

1.4.4 HAZARDOUS COMMUNICATION ACT / TEXAS RIGHT TO KNOW ACT

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a contractor must provide the county material safety data sheets as is applicable to hazardous substances defined in the act. Contractors are obligated to maintain a current, updated file in the Guadalupe County Road & Bridge Department. Failure of the vendor to maintain such a file will be cause to reject any bid applying thereto.

1.4.5 ALL CHARGES MUST BE INCLUDED IN THE PRICE PER YARD

Include all charges in the price per yard. Guadalupe County will not pay any additional charges (i.e., fee for pumping materials at time of delivery), unless the order is under 4000 gallons.

1.4.6 MINIMUM DELIVERY REQUIREMENTS

Delivery of materials ordered are required within twenty-four (24) hours of order being placed, unless a later delivery time is requested. Orders placed on Friday are not required to be delivered until the following Monday, at the earliest. Delivery shall be made during routine business hours (7:30 a.m. to 4:00 p.m.).

1.4.7 TESTING

Testing may be performed at the request of Guadalupe County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County.

ATTACHMENT A:**IFB# 19-3610 CONCRETE
GUADALUPE COUNTY
BIDDER CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

TELEPHONE NUMBER

E-MAIL ADDRESS

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this IFB package.

The undersigned agrees this Bid becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied him/her of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Bid.

The undersigned agrees if this Bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the IFB. The period for acceptance of this IFB will be sixty (60) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Bid opening.

By signing this Bid, Bidder guarantees, I do hereby declare that I have read the IFB in which our Bid is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the IFB.

SIGNATURE

DATE

Typewritten or Printed Name

Title

***This page must be page 1 of the Bid, or the Bid may be rejected.**

ATTACHMENT B**BID SUBMISSION FORM**

PRODUCT	Delivered Area "1" Price per Yard	Delivered Area "2" Price per Yard	Delivered Area "3" Price per Yard	Delivered Area "4" Price per Yard
Flowable Fill				
2,000 PSI				
2,500 PSI				
3,000 PSI				
5 SACK GROUT				
6 SACK GROUT				

ATTACHMENT C: ANNUAL 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 County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

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

The Commissioners Court of Guadalupe County, Texas does hereby agree to purchase Liquid Asphalt Materials from _____ for the period between July 1, 2019, and June 30, 2020, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2019.

APPROVED:

ATTEST:

KYLE KUTSCHER, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

ATTACHMENT D:**DISCLOSURE REQUIREMENTS**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.co.guadalupe.tx.us.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING**

By submission of this Bid, the undersigned certifies that:

1. Neither the Bidder nor any of Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Bidder or potential Bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Bid or the Bid of any Bidder, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this Company's officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Bid submission date and award by Guadalupe County.
3. No officer or stockholder of the Bidder is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Bidder as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:**INDEMNITY AGREEMENT**

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Bid, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:
ISRAEL BOYCOTT
AND
PROHIBITION ON CONTRACTING WITH A COMPANY
DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Bid. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT H:

W-9 REQUEST FOR TAXPAYER IDENTIFICATION

Form (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> </div> </div> </div> <div style="width: 38%;"> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> </div> </div>				
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>				
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p> <table style="width: 100%;"> <tr> <td style="width: 60%;"> Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div> </td> <td style="width: 40%;"> or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div> </td> </tr> </table>			Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div>	or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div>
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> Sign Here Signature of U.S. person ▶ _____ </td> <td style="width: 50%;"> Date ▶ _____ </td> </tr> </table>			Sign Here Signature of U.S. person ▶ _____	Date ▶ _____
Sign Here Signature of U.S. person ▶ _____	Date ▶ _____			
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>				

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their bid/Bid (i.e.: bid, IFB, RFQ, SOQ, etc.) to the County.

Guadalupe County Delivery Areas

