

**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**



**OPENING DATE: 2 PM – TUESDAY, MAY 15, 2018**

**BID NUMBER 18-3708**

**SEALED BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED,  
FOR FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS ARE BEING ACCEPTED.**

**BY SUBMITTING A BID, VENDOR HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS  
OF THE BID DOCUMENTS, AND TO ALL TERMS AND CONDITIONS OF THE CONTRACT.**

**JULY 1, 2018 TO JUNE 30, 2019**

**VENDOR IDENTIFICATION**

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Legal Name of Contracting Company

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Federal I.D. # (Company or Corporation)

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Social Security # (Individual)

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Telephone Number

---

Email Address *(Notifications will be sent to this email address)*

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Contact Person

---

Title

---

Complete Mailing Address

---

City & State

---

Zip

---

Complete Street Address

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City & State

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Zip

**GUADALUPE COUNTY INVITATION TO BID  
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**BID SUBMISSIONS**

**VENDOR INSTRUCTIONS**

Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

**DEADLINE**

Bids must be received in the County Judge's office prior to **2:00 pm on Tuesday, May 15, 2018**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, Guadalupe County Courthouse, 101 East Court Street, Seguin, Texas 78155. ***Late bids will not be accepted under any circumstances!***

**SUBMITTAL**

Completed Bid documents, original and one (1) copy, must be in a sealed envelope clearly marked with "FLEXIBLE BASE AND ASPHALTIC MATERIALS BID", "BID NUMBER 18-3708", and "MAY 15, 2018 @ 2:00 PM" 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.

**ADDRESS**

Sealed bids may be hand-delivered or mailed to the County Judge Kyle Kutscher, Guadalupe County Courthouse, 101 East Court Street Room 319, 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 BID**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder 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.

**BID REQUIREMENTS**

**COMPLETED BID**

A completed bid means an original bid and one (1) copy must be submitted of each of the following: The Vendor Identification page, the Bid Submission Form, the Contract page, the Affidavit, the Sworn Verification of Statements, an IRS W-9 Form, and the Conflict of Interest Questionnaire. Each of these must be COMPLETED AND SIGNED.

**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, Suite 205, Seguin, Texas 78155.

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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.

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.

**RESPONSIBILITY**

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

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

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

**AWARD**

**CONTRACT PERIOD**

The contract period is from July 1, 2018 through June 30, 2019.

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**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.

**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.

**ORDERING**

All items will be ordered on an “as needed” basis.

**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.

**LOCATION**

For items included on this bid 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.

**CONTRACT**

This Bid, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful bidder and Guadalupe County. The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**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

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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".

**STATEMENT OF NON-DISCRIMINATION**

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

**REJECTION OR ACCEPTANCE**

A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Guadalupe County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Guadalupe County.

**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

**CONTRACT**

This Bid, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful bidder and Guadalupe County.

Vendors are not authorized to officially begin work or make delivery until a contract, signed by the County Judge, is executed and a duly authorized purchase order has been issued. Guadalupe County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.

**FUNDING OUT CLAUSE**

Notwithstanding any contrary provision of this agreement, each payment obligation of the County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for these products or services. If such funds are not allocated and available, this agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time before such termination. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the County to terminate this agreement in order to purchase these products or services.

**CONTRACT ADMINISTRATION**

Under this contract, Mark Green, 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.

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**SPECIFICATONS**

Guadalupe County is accepting bids for Flexible Base and Asphaltic Materials. The bids for the various material types are being solicited in five categories as follows:

1. Picked up FOB at your plant by our trucks
2. Delivered by your trucks to Area 1
3. Delivered by your trucks to Area 2
4. Delivered by your trucks to Area 3
5. Delivered by your trucks to Area 4

The county (for bid purposes only) is divided into four areas, "1", "2", "3" and "4". The east-west dividing line begins at the eastern most part of the county on Interstate 10 and goes west, to the western most part of the county. The north-south dividing line begins at the northern most part of the county on State Highway 123 and goes south, to the southern most part of the county. The northwest quadrant is Area 1, the northeast quadrant is Area 2, the southwest quadrant is Area 3 and the southeast quadrant is Area 4.

Please see attached map at the end of this document.

**PRODUCTS MUST MEET TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS**

Note the following specifications for base and asphalt:

1. Crushed stone shall meet TX DOT Specs., Item 247 2014 Standard Specifications Book.
2. Asphalts and PB Grade 4 and Grade 5 materials shall meet TX DOT Specifications covered in 2014 Standard Specifications Book, Item 300 through 346.

Please direct questions concerning these specifications to the County Road Administrator, Mark Green, at 830-379-9721.

**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.

<b>PRODUCT</b>	<b>ESTIMATED QUANTITIES PER TON</b>
Crushed Stone, 3/4" to Dust (Flexible Base)	3,400
Crushed Stone, 1 3/4" to Dust (Flexible Base)	45,000
Grade 10 Sand-Crushed Stone, 1/4" X No. 10	130
Grade 3 Cover Stone (specified under TX DOT TX Standard Specifications, Item 302)	0
Grade 4 Cover Stone (specified under TX DOT TX Standard Specifications, Item 302)	1,500
Grade 4 Type PB Cover Stone (specified under TX DOT TX Standard Specifications, Item 302)	3,300
Crushed Stone, Manufactured Sand	0

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Grade 5 Type PB Cover Stone (specified under TX DOT TX Standard Specification, Item 302)	75
#57 Stone	25
Asphalt, Hot Mix / Cold Lay (Type D)	20,000
Asphalt, Hot Mix / Hot Lay (Type D)	910
Rip Rap, 3" to 5"	560
Rip Rap, 5" to 18"	25
Black Base, Hot Mix / Cold Lay	0
Black Base, Hot Mix / Hot Lay (Type A)	0
Cold Mix Limestone Rock Asphalt (specified under TX DOT TX Standard Specifications, Item 330, Type 1, Grade D)	0
Type B Hot Mix/Hot Lay	41
0" x 3/8" Steel Slag	0
3/8" x 2" Steel Slag	0
3" x 4" Steel Slag	0

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

**MINIMUM DELIVERY REQUIREMENTS**

Delivery of material ordered shall commence within seventy-two (72) 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.). Once delivery of product has started it must continue until all product is delivered, Guadalupe County will not accept partial deliveries unless specified at time order is placed.

A packing / delivery ticket or invoice shall accompany each shipment and shall show:

1. Name and address of vendor
2. Name and address of receiving department
3. Guadalupe County Purchase Order Number
4. Description of material shipped, including item numbers, quantities, number of containers and package number, if any
5. Signature of county employee accepting delivery

**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.

**TERMS AND CONDITIONS**

All bids must be submitted on the attached Bid Form. By submitting a Bid, Vendor hereby agrees to all of the terms and provisions of the Bid Specifications, and to all the terms and provisions of the contract. (A copy of the contract is hereto attached.)

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**TAX EXEMPT STATUS**

Guadalupe County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to contractors and subcontractors for such items qualifying for this exemption, and further, vendor should state these items at cost.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interests disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

**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 returned to Auditor's Office, 307 W. Court, Suite 205, Seguin, Texas, prior to the start of the contract.

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**TEXAS HOUSE BILL 89 – PROHIBITION ON INVESTMENT IN COMPANIES THAT BOYCOTT ISRAEL:**

During the 85<sup>th</sup> 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 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.

**TEXAS SENATE BILL 252 – PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION:**

During the 85<sup>th</sup> 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



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prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Bidder must complete form certifying that they are in compliance with the 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.

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.

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.

**ETHICS**

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

**DOCUMENTATION**

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

**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 bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory.

Vendors 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.

**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 party 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.

**CANCELLATION OF CONTRACT**

Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Mark Green, Road and Bridge Administrator, Guadalupe County, 2605 N. Guadalupe, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to the name and address submitted in the invitation to bid.

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This contract will be immediately canceled if it is found by the Commissioner's Court that its continued performance endangers the citizens, personnel, property of Guadalupe County, or the environment.

**COMPLIANCE WITH LAWS**

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

**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.

**MINIMUM INSURANCE REQUIREMENTS**

All insurance requirements, including general liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery. Successful Vendor, upon execution of the contract, shall maintain said policies in full effect at all times during the term of this contract as follows:

- Commercial General Liability insurance at minimum combined limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.
- Workers Compensation insurance at statutory limits, including employers liability coverage a minimum limits of \$1,000,00.00 each occurrence each accident /\$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- Any subcontractor(s) hired by the contractor shall maintain insurance coverage equal to that required of contractor. It is the responsibility of the contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct of the subcontractor

Certification of such coverage must be provided to the County upon request.

**START OF WORK**

Vendors are not authorized to officially begin work or make delivery until a contract, signed by the proper parties, is executed and a duly authorized purchase order has been issued. Guadalupe County accepts no liability of any kind for products or services furnished and / or delivered without proper authorization.

**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.

Invoices must be itemized. A packing list or invoice shall accompany each shipment and shall show:

- Name and address of vendor
- Name of receiving department
- Guadalupe County Purchase Order Number
- Date of delivery
- Description of item(s) shipped, including product code number, quantities, number of containers and package number, if any

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- Signature of County employee accepting delivery

**PAYMENT**

Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-303-4188 ext. 1229.

**ASSIGNMENT OF CONTRACT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the 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 practice is 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 proposal, 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 proposal. Certification of such coverage must be provided to the County upon request.

**NON-COLLUSION**

The Vendor, by submitting a signed bid, certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**ANTI-TRUST LAWS**

The Vendor hereby assigns to the County any and all claims for overcharges associated with this contract which arises under the anti-trust laws of the United States, 15, USCA section I et seq, and which arise under the anti-trust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1. et seq.

**COST DISCUSSIONS**

Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any Vendor with any employee or authorized representative of the County involving cost information may result in rejection of said bid.

**NON-DISCRIMINATION**

The Vendor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability.

**NOTHING ADDED TO BID**

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

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**TIE BIDS**

In the event of a tie bid, the award will be determined by the Commissioner's Court or by drawing lots.

**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.

**SUSPENSION, DEBARMENT, AND TERRORISM**

Vendor certifies that the vendor 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 Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

**CITIZENSHIP OF EMPLOYEES**

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

**QUESTIONS REGARDING BID DOCUMENTS**

Questions concerning this bid should be directed to the County Road and Bridge Administrator, Mark Green, at 830-379-9721.

**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.**

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**BID SUBMISSION FORM**

I, \_\_\_\_\_, representing the firm of \_\_\_\_\_, do hereby agree to supply Flexible Base Materials and Asphaltic Materials to Guadalupe County, for the period between July 1, 2018 and June 30, 2019, as per the attached bid specifications. Inclusive, in accordance with the requirements set forth in the bid specifications. My bid prices, per ton are as follows:

PRODUCT	PRICE PER TON				
	FOB PLANT (OUR TRUCK)	DELIVERED AREA "1"	DELIVERED AREA "2"	DELIVERED AREA "3"	DELIVERED AREA "4"
Crushed Stone, 3/4" to Dust (Flexible Base)					
Crushed Stone, 1 3/4" to Dust (Flexible Base)					
Grade 10 Sand-Crushed Stone, 1/4" X No. 10					
Grade 3 Cover Stone (specified under TX DOT TX Standard Specifications, Item 302)					
Grade 4 Cover Stone (specified under TX DOT TX Standard Specifications, Item 302)					
Grade 4 Type PB Cover Stone (specified under TX DOT TX Standard Specifications, Item 302)					
Crushed Stone, Manufactured Sand					
Grade 5 Type PB Cover Stone (specified under TX DOT TX Standard Specification, Item 302)					
#57 Stone					
Asphalt, Hot Mix / Cold Lay (Type D)					
Asphalt, Hot Mix / Hot Lay (Type D)					
Rip Rap, 3" to 5"					
Rip Rap, 5" to 18"					
Black Base, Hot Mix / Cold Lay					
Black Base, Hot Mix / Hot Lay (Type A)					
Cold Mix Limestone Rock Asphalt (specified under TX DOT TX Standard Specifications, Item 330, Type 1, Grade D)					
Type B Hot Mix/Hot Lay					
0" x 3/8" Steel Slag					
3/8" x 2" Steel Slag					
3" x 4" Steel Slag					

\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL REPRESENTING BIDDING FIRM

\_\_\_\_\_  
DATE

**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID  
GUADALUPE COUNTY FLEXIBLE BASE MATERIALS CONTRACT**

**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.: \_\_\_\_\_

Physical location of plant where materials can be picked up: \_\_\_\_\_  
\_\_\_\_\_

The Commissioners Court of Guadalupe County, Texas does hereby agree to purchase Flexible Base Materials from \_\_\_\_\_ for the period between July 1, 2018 and June 30, 2019, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

APPROVED:

ATTEST:

\_\_\_\_\_  
KYLE KUTSCHER, COUNTY JUDGE

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

**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**

**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 Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of material bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder 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.

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_.

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

Name of Bidder: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

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

**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		Date Received
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.  <div style="text-align: center; border-top: 1px solid black; width: 30%; margin: 0 auto;">Name of Officer</div>		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  <div style="margin-top: 20px;"><p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p><p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p><p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p></div>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>  <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="border-top: 1px solid black; width: 40%; text-align: center;">Signature of vendor doing business with the governmental entity</div><div style="border-top: 1px solid black; width: 20%; text-align: center;">Date</div></div>		



**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**

**CONFLICT OF INTEREST QUESTIONNAIRE  
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**

**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 2270.002, 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: \_\_\_\_\_



**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**

<b>Form W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
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<b>Print or type. See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

<b>Part I Taxpayer Identification Number (TIN)</b>	
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.	
<b>Note:</b> 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.	
Social security number <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	or Employer identification number <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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<b>General Instructions</b>  Section references are to the Internal Revenue Code unless otherwise noted.  <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .  <b>Purpose of Form</b>  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. <ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  <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>	
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**GUADALUPE COUNTY INVITATION TO BID  
FLEXIBLE BASE MATERIALS AND ASPHALTIC MATERIALS BID**

**GUADALUPE COUNTY**

**IMPORTANT**

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

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

- ☐ The prices have been checked.
- ☐ The **VENDOR IDENTIFICATION** has been completed and included in your bid package. (Page 1)
- ☐ The **BID SUBMISSION FORM** has been completed, signed, dated and included in your bid package. (Page 13)
- ☐ The **CONTRACT** with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 14)
- ☐ The **AFFIDAVIT** signed and notarized and included in your bid package. (Page 15)
- ☐ The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated and included in your bid package. (Page 16-17)
- ☐ The **SWORN VERIFICATION OF STATEMENTS** signed and dated and included in your bid package. (Page 18)
- ☐ The **W-9** has been completed, signed and dated and included in your bid package. (Page 19)
- ☐ The mailing envelope has been addressed to:  
  
County Judge Kyle Kutscher  
Guadalupe County Courthouse  
101 East Court Street Room 319  
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and one (1) copy.
- ☐ The mailing envelope has been sealed and marked:
  - Bid or proposal number
  - Name of the bid or proposal
  - Opening date and time

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

# Guadalupe County Delivery Areas

