

## **INVITATION TO BID**

Sealed bids will be received by County Auditor Becky Weston, at 427 St. George Street, Suite 302, Gonzales, Texas 78629, until 10:00 a.m., Tuesday, September 19, 2023, for the purchase of Flexible Base Materials, Bid #24-3570 for Precinct 1, Precinct 2, Precinct 3, and Precinct 4.

The bids will be publicly opened in the third floor conference room of the Randle Rather Building, 427 St. George Street at 10:00 a.m. on September 19, 2023. This is a one year contract, the term is October 1, 2023 until September 30, 2024. All bids must be in a sealed envelope clearly marked with Bid Name and Opening Date in the lower left-hand corner of the envelope.

Specifications may be obtained from the County Auditor's Office and on the county's web site at [www.co.gonzales.tx.us](http://www.co.gonzales.tx.us). Bids received after the time and date specified in the specifications will not be considered.

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**



**OPENING DATE: September 19, 2023**

**BID NUMBER 24-3570**

**SEALED BIDS, SUBJECT TO THE PROPOSAL DOCUMENTS HERETO ATTACHED,  
FOR FLEXIBLE BASE MATERIAL IS 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.**

**OCTOBER 1, 2023 TO SEPTEMBER 30, 2024**

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

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

\_\_\_\_\_  
Email Address

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

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

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Zip

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

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

\_\_\_\_\_  
Zip

**BID NO. 24-3570**

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**GONZALES COUNTY INVITATION FOR BIDS  
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**BID SUBMISSIONS**

**DEADLINE**

Bids must be received in the County Auditor's office by **10:00 a.m.** on Tuesday, **September 19, 2023**. Bids will be publicly opened at 10:00 am or soon thereafter in the Gonzales County Randle Rather Building Conference Room, Third Floor, 427 Saint George Street, Gonzales, Texas 78629. ***Late bids will not be accepted under any circumstances!***

**SUBMITTAL**

Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "FLEXIBLE BASE MATERIALS BID", "BID NUMBER 24-3570", and "September 19, 2023" written in the lower left-hand corner of the envelope containing the bid.

**PROPRIETARY INFORMATION**

Proprietary information, if any, submitted to Gonzales 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 Auditor Becky Weston, Gonzales County Randle Rather Building, 427 Saint George, Suite 302, Gonzales, Texas 78629.

**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.

**BID OPENING**

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

**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.

**TAX EXEMPT STATUS**

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

**BID REQUIREMENTS**

**COMPLETED BID**

A completed proposal 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 and the Conflict of Interest Questionnaire. Each of these must be **COMPLETED AND SIGNED**.

## **GONZALES COUNTY INVITATION FOR BIDS FLEXIBLE BASE MATERIALS**

### **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 Becky Weston, County Auditor, 427 Saint George Street, Suite 302, Gonzales, Texas 78629.

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 Gonzales 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, Gonzales County's interpretation shall govern.

### **LATE BIDS**

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

### **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.

### **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

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

4. Be otherwise qualified and eligible to receive an award.

Gonzales 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 October 1, 2023 through September 30, 2024.

**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. This price must be good for the entire period of the contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.

**ESTIMATED QUANTITIES**

The estimated quantity of each item listed in the invitation to bid is only an estimate – the actual quantities to be purchased may be more or less. Gonzales County is not obligated to purchase any minimum amount, and may purchase any reasonable amount greater than the estimate for the same unit price.

**ORDERING**

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

**AVAILABILITY**

It is expressly understood and agreed that in case Gonzales 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 Precinct locations within the County.

**SALES TAX**

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

**CONTRACT**

This Bid, when properly accepted by Gonzales County, shall constitute a contract equally binding between the

## **GONZALES COUNTY INVITATION FOR BIDS FLEXIBLE BASE MATERIALS**

successful bidder and Gonzales 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 Gonzales 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".

### **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 Gonzales 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 Gonzales County.

### **STATEMENT OF NON-DISCRIMINATION**

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

### **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 ADMINISTRATION**

Under this contract, the County Judge, 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 Gonzales County Commissioner's Court and the successful bidder.

**GONZALES COUNTY INVITATION FOR BIDS  
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**SPECIFICATONS**

Gonzales County is accepting bids for Flexible Base Materials. The bids for the various material types are being solicited in two categories as follows:

1. Picked up FOB at your plant by our trucks
2. Delivered by your trucks throughout the county, bid by delivered ton including material.

**ITEMS TO BE BID:**

**APPROXIMATE ANNUAL USAGE:**

Crushed Stone, 3/4" to Dust (Flexible Base)	0
Crushed Stone, 1 3/4" to Dust (Flexible Base)	10,536 TONS
Type A, Grade 2 City Base (Limestone)	44,068 TONS
Grade 3 Paving Rock	0
Grade 4 Paving Rock	144 TONS
Grade 3 Pre-coat (Type PB)	0
Grade 4 Pre-coat (Type PB)	0 TONS
3/8" Gravel	0 TON
3" Minus Base (Crushed Rock)	0 TONS
Hot-Mix Cold-Laid, Type D	143 TONS
3"x5" Oversize Bull Rock	353 TONS
Pit Run Gravel	0
Screened Gravel	0

**Quantities used will vary. The above shows approximate annual usage, however no stipulated usage can be demanded by supplier.**

**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 Type A 1995.

**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 Thursday are not required to be delivered until the following Monday, at the earliest. Delivery shall be made during routine business hours (7:00 a.m. to 4:00 p.m.) Once delivery of product has started it must continue until all product is delivered, Gonzales 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. Description of material shipped, including item numbers, quantities, number of containers and package number, if any
4. Signature of county employee accepting delivery

**TESTING**

Testing may be performed at the request of Gonzales 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

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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**

**CONFLICT OF INTEREST:** No public official or employee 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 conflict of interest 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 or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency 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 the Auditor's Office, 427 Saint George, Suite 302, Gonzales, 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 is 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 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 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.



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2. "Foreign terrorist organization" means an organization designated as 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 a 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.

### **BIDDER'S CERTIFICATIONS**

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **FUNDING**

Funds have been approved through the Gonzales County 2023-2024 Budget, approved by the Commissioners Court, for this fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligation that may arise past the end of the current Gonzales County fiscal year shall be subject to budget approval.

### **DISCLOSURE REQUIREMENTS**

**ARTICLE 6** – All prospective bidders shall complete the conflict of interest questionnaire and submit it with their bid in accordance with Local Government Code §176.004. (The Texas Legislature passed House Bill 914 during the 2005 legislative session which require the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

### **ETHICS**

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

## **GONZALES COUNTY INVITATION FOR BIDS FLEXIBLE BASE MATERIALS**

### **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**

Gonzales 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 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 Patrick C. Davis, County Judge, 414 Saint Joseph Street, Suite 200, Gonzales, Texas 78629. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

### **COMPLIANCE WITH LAWS**

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

### **TEXAS PROMPT PAYMENT ACT**

Payments shall be made in accordance with the State of Texas Prompt Payment Act, Vernon's Texas Codes Annotated, Government Code Title 10, Subtitled F, Chapter 2251. Specifically, Subchapter B, Section 2251.021:

#### **SUBCHAPTER B. PAYMENTS AND INTEREST**

Sec. 2251.021. TIME FOR PAYMENT BY GOVERNMENTAL ENTITY. (a) Except as otherwise provided by this section, a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

### **INVOICING**

Invoices shall be sent directly to the Gonzales County, Attention: Accounts Payable, 427 Saint George Street, Suite 303, Gonzales, Texas 78629. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Gonzales County Contract Number 24-3570 in order to be processed for payment.

### **PAYMENT**

Payment shall be made by check from the County upon satisfactory completion and acceptance of items and

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submission of the invoice. Payment inquiries should be directed to Accounts Payable at 830-519-4550.

**VENUE**

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

**ASSIGNMENT OF CONTRACT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Gonzales 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 Gonzales 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.

**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.

**BID SUBMISSION FORM**

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid – changes shall not be made to the Bid Form. Alterations to this bid form may be cause for rejection.

**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.

**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**

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Gonzales 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 Auditor, Becky Weston, at 830-672-6397.

**GONZALES 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.**

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

**BID SUBMISSION FORM**

I, \_\_\_\_\_, representing the firm of \_\_\_\_\_, do hereby agree to supply Flexible Base Materials to Gonzales County, for the period between October 1, 2023 and September 30, 2024, 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:

	PRICE PER TON FOB PLANT (OUR TRUCK)	DELIVERED PRICE PER TON (INCLUDING PRODUCT)
Crushed Stone, 3/4" to Dust (Flexible Base)		
Crushed Stone, 1 3/4" to Dust (Flexible Base)		
Type A, Grade 2 City Base (Limestone)		
Grade 3 Paving Rock		
Grade 4 Paving Rock		
Grade 3 Pre-coat (Type PB)		
Grade 4 Pre-coat (Type PB)		
3/8" Gravel		
3" Minus Base (Crushed Rock)		
Hot-Mix Cold-Laid, Type D		
3"x5" Oversize Bull Rock		
3/8" Gravel (Washed Rock)		
3/4" Gravel (Washed Rock)		
CPR, Gr.4		
CPR, Ty II		
CPR, Ty III		
CPR, -1/2"		
Pit Run Gravel		
Screened Gravel		

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

DATE \_\_\_\_\_

BID NO. 24-3570

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FLEXIBLE BASE MATERIALS**

**GONZALES 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.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

The Commissioners Court of Gonzales County, Texas does hereby agree to purchase Flexible Base Materials from \_\_\_\_\_ for the period between October 1, 2023 and September 30, 2024, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

ATTEST:

\_\_\_\_\_  
PATRICK C. DAVIS, COUNTY JUDGE

\_\_\_\_\_  
LONA ACKMAN, COUNTY CLERK

BID NO. 24-3570

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**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF GONZALES

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 supplies 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**

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

BID NO. 24-3570

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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received _____	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  _____		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
<b>4 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.</b>  <div style="margin-left: 40px;"> <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> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div>		
<b>5 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>  _____		
<b>6</b> <input type="checkbox"/> <b>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>  _____		
<b>7</b> _____		
Signature of vendor doing business with the governmental entity _____		Date _____



**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

**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

- (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.

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

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

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

**NOTICE TO BIDDERS**

Local Government Code, Sec. 154.025. DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT PROHIBITED. (a) In this section, "debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the county.

(b) If notice of indebtedness has been filed with the county auditor and county treasurer evidencing the indebtedness of a person to the state, the county, or a salary fund, a warrant may not be drawn on a county fund in favor of a person, or an agent or assignee of a person, until:

(1) the county treasurer, or the county auditor in a county without a county treasurer, notifies in writing the person owing the debt that the debt is outstanding; and

(2) the debt is paid.

(c) A county may apply any funds the county owes a person to the outstanding balance of debt for which notice is made under Subsection (b)(1), if the notice includes a statement that the amount owed by the county to the person may be applied to reduce the outstanding debt.

(d) A county may include a notice in its forms, bonds, or other agreements stating that the county may offset payments to a person in accordance with this section.

**GONZALES COUNTY INVITATION FOR BIDS  
FLEXIBLE BASE MATERIALS**

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

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

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

- ☐ The prices have been checked.
- ☐ The **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 12)
- ☐ The **CONTRACT** with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 13)
- ☐ The **AFFIDAVIT** signed and notarized and included in your bid package. (Page 14)
- ☐ The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated and included in your bid package. (Page 15-16)
- ☐ The **SWORN VERIFICATION OF STATEMENTS** signed and dated and included in your bid package. (Page 17)
- ☐ The **Certificate of Interested Parties Form 1295** must be completed on-line and a copy submitted with packet.
- ☐ The mailing envelope has been addressed to:  
  
County Auditor Becky Weston  
Gonzales County  
427 Saint George Street, Suite 302  
Gonzales, Texas 78629
- ☐ 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

**GONZALES COUNTY AUDITOR'S OFFICE WISHES TO THANK  
ALL VENDORS FOR THEIR PARTICIPATION.**

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