



**Bid Documents for  
DENSE-GRADED HOT MIX ASPHALT TYPE  
B, C, AND D**

**Burnet County, Texas**

**BID #25-6100-01**

**BIDS DUE: OCTOBER 29, 2024**

**BURNET COUNTY  
INVITATION TO BID  
COVER SHEET**

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for BURNET COUNTY.

IMPORTANT BID DATES:

**DUE/OPEN DATE:      OCTOBER 29, 2024 AT 10:00 AM**

**Bidder/Offeror shall sign and date the bid/offer as requested in this bid document. Bids/Offers, which are not signed and dated in this manner, may be rejected.**

RETURN OFFER TO:

BURNET COUNTY PURCHASING OFFICE  
KARIN SMITH, PURCHASING AGENT  
133 E. JACKSON ST.  
BURNET, TEXAS 78611

Please note that all hard copy bids/offers **must be received by the deadline shown**. Bids may also be submitted electronically at [bids@burnetcountytexas.org](mailto:bids@burnetcountytexas.org) **by the deadline shown**. Bids/Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

BURNET COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this ITB which may have influenced your decision to “No Offer”. If your response to this ITB is a “No Bid” response, please complete the Statement of No Bid in this ITB and submit. **The Bidder will be notified and will advise Burnet County Purchasing as to the disposition by either pick up, return at Bidder’s expense, or destroyed with written authorization of the Bidder.** If bids are sent by mail to the Burnet County Purchasing Office, the Bidder shall be responsible for actual delivery of the bid to the Burnet County Purchasing Office before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Burnet County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

No oral explanation or instructions will be given by Burnet County officials or employees in regard to the meaning of the specifications before the award of the contract. Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request no later than **October 17, 2024 at 12:00 PM**. The request must be emailed to [cdalrymple@burnetcountytexas.org](mailto:cdalrymple@burnetcountytexas.org). Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidder/offeror as a written amendment/addendum to the solicitation. Burnet County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities. Contact with any other person associated with this Bid may result in DISQUALIFICATION of the Bid.

**It is the bidder/offeror responsibility to verify the issuance of Addenda in regard to this bid/offer.** All Addenda shall be submitted to all known bidder/offeror and shall be posted on the Burnet County Purchasing Website <https://www.burnetcountytexas.org/page/auditor.bids>. Burnet County shall not be responsible for failed internet connections or power interruptions.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Burnet County reserves the right to waive any inconsistencies and to make an award in the best interest of Burnet County.

Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids containing any inconsistencies.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
- Bidder being interested in any litigation against Burnet County.
- Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
- Uncompleted work, which in the judgment of Burnet County, will prevent or hinder the prompt completion of additional work, if awarded.
- Bidders shall not owe delinquent property tax in Burnet County.
- Limited competition.

**It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of the entire bid.

**CONFIDENTIALITY:** Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder.

## TERMS & CONDITIONS

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

1.1. Bids/Offers are solicited for furnishing ANNUAL CONTRACT FOR DENSE-GRADED HOT MIX ASPHALT TYPE B, C, AND D as per specifications in this Invitation to Bid (ITB).

1.2. Complete ITB's shall be received in the Burnet County Purchasing Office, 133 E. Jackson St., Burnet, Texas 78611 no later than October 29, 2024. Bids/Offers will be opened at approximately 10:00 AM in the Burnet County Purchasing Office. Bids/Offers will be awarded in Burnet County Commissioners Court (hereinafter referred to as "Commissioners Court"), 220 S. Pierce Street, Burnet, Texas 78611.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed ITB's shall be enclosed in an additional envelope clearly identified on outside as a ITB to County with bidder/offeror name and address, ITB name, and ITB date and time. It is the sole responsibility of the bidder/offeror to ensure timely delivery of ITB. The ITB is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Postal Service, courier services, or any other form of delivery service chosen by the bidder/offeror. You may call the Burnet County Purchasing Office at (512)756-5495 to see if your response has been received.

ITB's which are received after the specified time and date will not be considered, and will be returned to the bidder/offeror unopened in accordance with state law. ITB's must be in the possession of the Purchasing Office by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for changes associated with preparation of ITB or ITB materials.

**NOTE: The Time-Date Stamp Clock located in the Burnet County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of bids/offer.**

Vendor shall return the ITB package in a sealed envelope, marked with ITB title, ITB number and opening date.

1.3. Bids/Offers may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder/offeror guaranteeing authenticity. After the official opening, bids/offers may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office and the approval of Commissioners Court. All bids/offers become the property of the County and will not be returned to the bidder/offeror.

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

1.5. **TERM OF CONTRACT:** Offeror will furnish the required services and products at the price quoted and will not raise the prices for the contract period. Contract Period shall be November 12, 2024 to September 30, 2025.

1.6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. This Option to Renew requires the mutual agreement in writing of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of two (2) years.

1.7 ECONOMIC ADJUSTMENTS: The Vendor is required to submit an affidavit substantiating that the increase represents the cost for services, materials, or fuel escalation and in no way represents an increase of profits, labor or other overhead. The Vendor must justify its request for an increase by submitting evidence from the Consumer Price Index and suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Conversely, if costs in services or materials decrease, the same amount of decrease shall be immediately passed on to the County. The County may request information to verify pricing throughout the term of the contract. Consequently, in the event that such statement or affidavit is not received and approved by the County, the Vendor hereby releases the County from any and all liability whatsoever to pay for delivered materials at the new price prior to the Vendor's notification to the County. All increases will be subject to written approval by Commissioners Court.

1.8. The County reserves the right to accept or reject in part or in whole any bid/offer submitted, and to waive any technicalities for the best interest of the County.

1.9. Invoices shall be sent directly to the Burnet County Auditor, 133 E. Jackson St., Burnet, Texas 78611. Invoices may be sent via email to [acctpays@burnetcountytexas.org](mailto:acctpays@burnetcountytexas.org) and should include the purchase order number for the project. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Burnet County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number. The County may elect to pay invoices with a procurement card.

1.10. Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by the County. County shall not pay for supplies/services which are unsatisfactory. County may give Vendor 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.

1.11. Quantities indicated in the ITB are estimated based upon the best available information. County reserves the right to increase or decrease the quantities to meet its needs without any adjustment in the ITB price.

1.12. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, Vendor may elect to terminate this agreement, with no additional liability to the County. County and Vendor agree that termination shall be Vendor's sole remedy under this circumstance.

1.13. The bid award shall be based on, but not necessarily limited to the following factors:

- A. Unit price;
- B. Total price;
- C. Special needs and requirements of Burnet County;
- D. Burnet County's evaluation of Vendor's ability;
- E. Vendor's past performance record with any Texas county.

1.14. All bids/offers inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

1.15. Prices bid/offered shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder/Offeror must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the bidder/offeror employees. Bidder/Offeror offices, administration and/or place of business will not be on the County premises and will be the bidder/offeror responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this ITB, shall be and remain employees of the Contractor, not the County. It is understood and agreed that the bidder/offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder/offeror employees and or equipment during the course of the Contract.

This ITB in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this ITB. The County makes no guarantee that any goods and/or services will be purchased as a result of this ITB, and reserves the right to reject any and all bids/offers. All bids/offers and their accompanying documentation will become the property of the County.

The bidder/offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder/offeror risk.

1.16. ETHICAL CONDUCT: The bidder/offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder/offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.17. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/OFFERORS:** A prospective bidder must affirmatively demonstrate bidder/offeree responsibility. A prospective bidder/offeree 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;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine bidder/offeree ability to meet these minimum standards listed above.

1.18. Bidder/Offeree must provide any and all warranty terms and conditions. Bidder/Offeree Terms & Conditions are subject to the review and approval of the County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offeree must clearly identify any conflict with Terms & Conditions by denoting them on the same page where the conflicting Terms and Conditions appear.

1.19. The bidder/offeree shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.20. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include SAFETY DATA SHEETS (SDS). SDS must be supplied with the first order shipped under any contract, and at any time SDS is revised.

1.21. Payment shall not constitute an acceptance of the item(s) contained in this ITB, nor impair the County's right to inspect any of its remedies.

1.22. The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the bidder/offeree warrants to be no higher than bidder/offeree current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.23. County reserves the right to select evaluation methods deemed most appropriate. Each ITB will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.24. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.25. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.26. The bidder/offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the bidder/offeror to any customer for such goods, equipment, supplies, or services. The bidder/offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The bidder/offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.27. All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

1.28. The parties herein agree that this Contract shall be enforceable in Burnet County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Burnet County, Texas.

1.29. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

1.30. This ITB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Burnet County Commissioners Court shall constitute a contract equally binding between the successful bidder/offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.31. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

1.32. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.33. This Contract shall not be assignable by the vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.34. If the vendor defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.



1.35. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Burnet County.

It is further understood, that any other governmental entity that elects to use a Burnet County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

1.36. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

**For the COUNTY:**

Burnet County, Texas  
C/O County Judge  
220 S. Pierce St.  
Burnet, Texas 78611

**For the VENDOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax (\_\_\_\_\_)\_\_\_\_\_

With Copy to Purchasing Agent:

Burnet County Purchasing Agent  
133 E. Jackson St.  
Burnet, Texas 78611

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.37. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

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

1.39. This Agreement may be terminated upon 30 days written notice without cause or penalty by either the party.

## **SPECIFICATIONS**

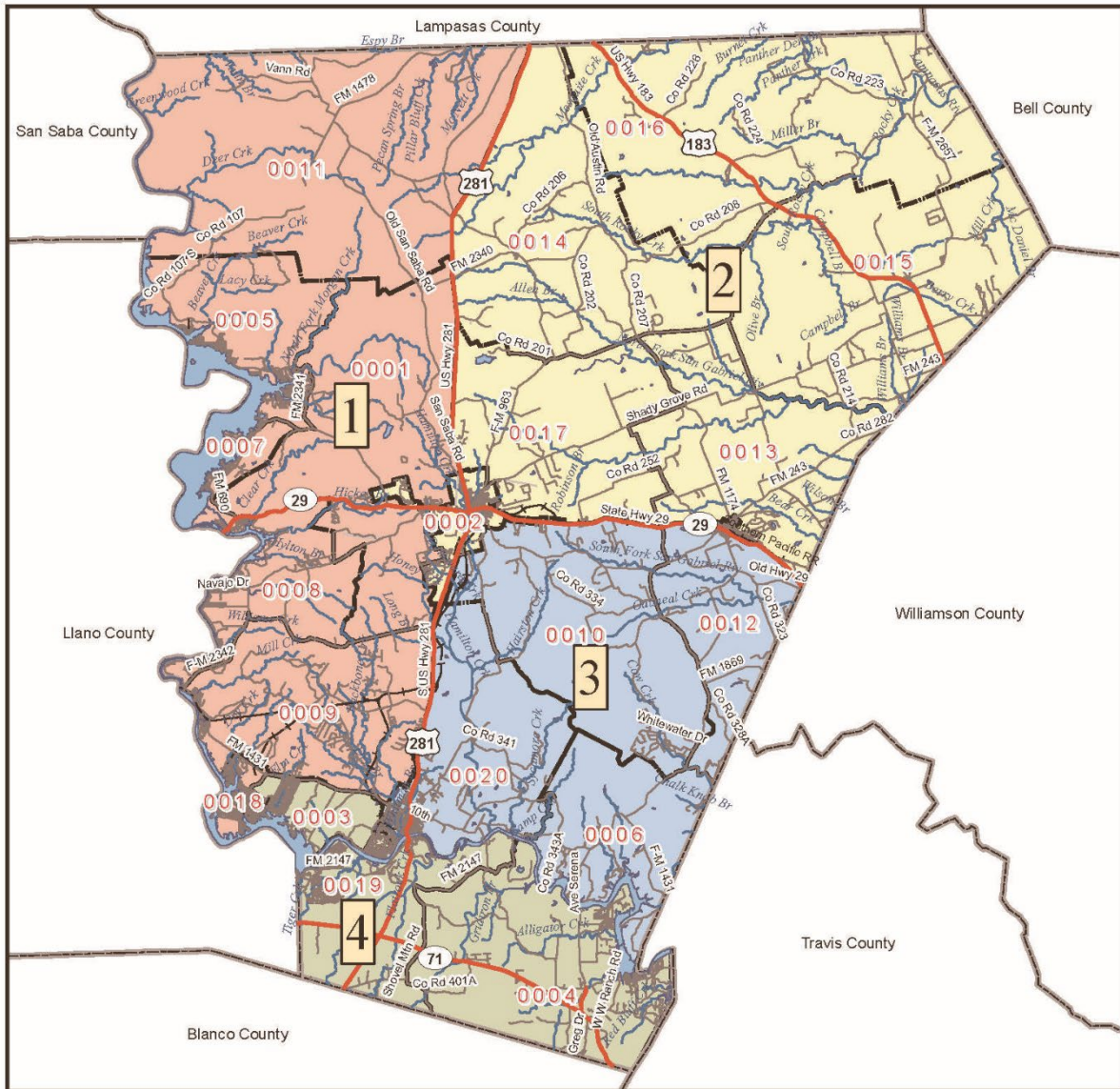
2.1. **BID PURCHASE:** County reserves the right to purchase materials from another vendor if the successful bidder/offer or cannot fill the order when needed.

2.2. **MATERIALS:** MATERIALS: Materials shall meet the Texas Department of Transportation (TxDOT) publication: "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges", Adopted by the Texas Department of Transportation, September 1, 2024, is incorporated herein, and made a part hereof, by reference.

Materials shall be tested by Texas Department of Transportation test methods required by Item 341 and all referenced items. Test results must be available to Burnet County on demand.

2.3. **PICK UP:** The County may order material at the contract price for pickup at the vendor's plant or pit for loading into its own transport vehicles. Pick up will be during the County's normal operating hours. Vendor will be responsible for dispensing material safely into County's transport vehicle. In no instance will Vendor require County to load materials.

2.4. **PROXIMITY:** Bidder should be within a thirty (30) mile radius from each individual precinct.



<ul style="list-style-type: none"> <li> Commissioner Precinct 1</li> <li> Commissioner Precinct 2</li> <li> Commissioner Precinct 3</li> <li> Commissioner Precinct 4</li> <li> Voting Districts</li> <li> Highways</li> </ul>	<h2 style="margin: 0;">BURNET COUNTY</h2> <h3 style="margin: 0;">Adopted Plan</h3> <p style="margin: 0;">Commissioner Precincts</p>	<p style="margin: 0;">0 2.5 5 10 Miles</p>
<p style="margin: 0;">Allison, Bass &amp; Associates, LLP Date: 8/26/2011 Data Source: 2010 Census</p>		

## **GENERAL REQUIREMENTS**

### **3.1. STANDARD REQUIREMENTS**

3.1.1. The County Purchasing Office may issue Blanket Purchase Orders. The Blanket Purchase Order will contain the Bill To information.

3.1.2. The awarded Vendor must receive a proper Purchase Order Number from the County Purchasing Office prior to shipment of goods.

3.1.3. Each shipment must include a delivery ticket/packing list referencing the County Purchase Order Number.

3.1.4. Invoices shall include additional detailed information of the item(s) ordered to include, but not be limited to the following:

- 3.1.4.1. Purchase order number;
- 3.1.4.2. Delivery date(s);
- 3.1.4.3. Delivery ticket number(s);
- 3.1.4.4. Item description;
- 3.1.4.5. Quantity ordered;
- 3.1.4.6. Quantity delivered;
- 3.1.4.7. Unit price; and
- 3.1.4.8. Extended total price.

3.1.5. The County shall be eligible for any additional discounts, specials and/or promotions offered by the vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the County.

3.1.6. Awarded vendor must fulfill order as specified. Substitutions will not be allowed.

## BURNET COUNTY BID FORM

**3.2. ITEM DESCRIPTION:**

**MINIMUM QUANTITY REQUIRED TO START PLANT PRODUCTION**

---

<b>PRODUCT</b>	<b>FOB PLANT:</b>
<p><b>PRICE PER TON:</b> DENSE-GRADED HOT-MIX ASPHALT, TYPE B, SAC-B, PG 64-22. RECYCLED ASPHALT SHINGLES (RAS) ARE NOT ALLOWED.</p>	\$
<p><b>PRICE PER TON:</b> DENSE-GRADED HOT-MIX ASPHALT, TYPE C, SAC-B, PG 64-22. RECYCLED ASPHALT SHINGLES (RAS) ARE NOT ALLOWED.</p>	\$
<p><b>PRICE PER TON:</b> DENSE-GRADED HOT-MIX ASPHALT, TYPE D, SAC-B, PG 64-22. RECYCLED ASPHALT SHINGLES (RAS) ARE NOT ALLOWED.</p>	\$

## CONTRACT

### STATE OF TEXAS COUNTY OF BURNET COUNTY

WHEREAS, The attached bid package, including but not limited to the **Cover Sheet, Terms & Conditions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Burnet County Commissioners Court as the governing body of Burnet County did on \_\_\_\_\_, 20\_\_\_\_ award a contract to \_\_\_\_\_, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Burnet County, Texas, (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

#### Witnesseth

THAT IN ACCORDANCE with the above attached bid package , the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

#### Prior Agreements Superseded

This Contract, with the entire bid package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, Bid Sheet(s), and any required supporting literature, brochures, and/or data sheets or samples, incorporated herein constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

#### Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same in in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Burnet, Texas, effective as of the date awarded above, if any.

VENDOR

BURNET COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
COUNTY JUDGE

**Failure to sign the Contract page(s) may disqualify the BID from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.**

## BURNET COUNTY BIDDER/OFFEROR AFFIRMATION

***This sheet must be completed, signed, and returned by Bidder/Offeror***

**NOTE:        *FAILURE TO SIGN AND RETURN THIS FORM WITH THE BID DOCUMENT MAY RESULT IN BID BEING REJECTED OR THE TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.***

1.     The undersigned agrees this bid becomes the property of Burnet County after the official opening.  
  
       The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.  
  
       The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.
  
2.     Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
  
3.     Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
  
4.     Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:

***(Please check all that are applicable)***

\_\_\_\_\_ Does not own taxable property in Burnet County.

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

***THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.***



**BURNET COUNTY  
BIDDER/OFFEROR AFFIRMATION**

The undersigned affirms that they have read and do understand the specifications, addendum, bid forms and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

**NAME AND ADDRESS OF COMPANY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

**Signature** \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Fax No. \_\_\_\_\_

**AFTER HOURS EMERGENCY CONTACT:**

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

Tel. No. \_\_\_\_\_

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## BURNET COUNTY BIDDER CERTIFICATION

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS (PRIMARY)

\_\_\_\_\_  
EMAIL ADDRESS (SECONDARY)

### CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Burnet County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

**BIDDER REFERENCES**  
**(Government References Preferred)**

Please list three (3) governmental agency references, **other than Burnet County**, who can verify your performance as a vendor for police package vehicles and installation of police equipment. Performance includes but shall not be limited to, sales and/or service, installation of police equipment, delivery time, invoicing, and other items as may be required for Burnet County to determine your firm's ability to provide the intended goods or service of this bid. The County requires references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**



## **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY**

### **I. POLICY STATEMENT**

The Burnet County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Burnet County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

### **II. DEFINITIONS**

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Burnet County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Burnet County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
  
- B. Burnet County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies certifications processes recognized by the State of Texas. Burnet County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
  
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  - 1. Target goals should consider:
    - a. The availability of HUB firms within the specific category of goods or services to be procured; and
    - b. The diversity of the County's population.
  - 2. The goals should be reviewed and amended periodically.
  - 3. The program may apply to all County procurements including construction and professional services.
  - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.
  
- D. Burnet County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - 1. Utilize the State of Texas Historically Underutilized Business vendor database.

2. Advertise bids on the County's website and in the local newspaper.
  3. Provide bid notice to minority Chambers of Commerce within Burnet County, if applicable.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Office will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

#### IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.

4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

**BURNET COUNTY  
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Burnet County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with bid.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL ADDRESS (PRIMARY)

\_\_\_\_\_  
EMAIL ADDRESS (SECONDARY)

Indicate all that apply:

\_\_\_\_\_ Minority-Owned Business Enterprise

\_\_\_\_\_ Women-Owned Business Enterprise

\_\_\_\_\_ Disadvantaged Business Enterprise



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>  	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>  		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 06/29/2007

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file this form online at  
[www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)  
 Please include a printed copy  
 of this form with  
 bid response.

**5** Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (street)  
 \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

## BURNET COUNTY CERTIFICATION OF NO BOYCOTT ISRAEL

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH RESPONSE MAY RESULT IN YOUR BEING REJECTED**

***This verification must be completed, signed, and returned by Offeror unless the business is a sole proprietorship or has less than 10 full time employees. Please sign and date below if you are exempt from this requirement.***

**1. I certify my business is a sole proprietorship or has less than 10 full time employees.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

If #1 is not applicable to your company, please move to #2 below.

**2. I, \_\_\_\_\_ (Name), the undersigned representative of  
(Company Name and Address)**

**(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Burnet County, Texas.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

## FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the Burnet County must give advance notice if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. Burnet County may require substitution of employees in the performance of the contract. Burnet County may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at the County's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Official's Name and Title (Printed)

\_\_\_\_\_  
Firm Name

**A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:**

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:**

\_\_\_\_\_  
Person 1

\_\_\_\_\_  
Person 2

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**C. Provide a general description of the conduct resulting in the conviction of a felony.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company 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 response. Failure to sign this document or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this proposal, Company certifies that if a Texas address is shown as its address, Company qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

### RESPECTFULLY SUBMITTED:

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY'S CORPORATE CHARTER NO.

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

**GC 2252.152 CERTIFICATION FORM**

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN,  
OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED – CERTIFICATION**

I, \_\_\_\_\_ the undersigned representative of

\_\_\_\_\_  
(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808.051, Section 809.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Burnet County Purchasing Office.

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify the above statements. My explanation is attached.

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## TAX RECORD AND FAMILY CODE REQUIREMENTS

The Company's signature herein certifies that the firm is not currently delinquent in the payment of any debt owed to the State of Texas; including but not limited to franchise taxes and child support, property tax, and that any payments due the firm under this contract will be applied to that debt.

### **Texas Family Code Compliance Requirement:**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Firm Owner(s), Partners, Sole Proprietors, and Share Holder(s) of twenty-five percent (25%) interest:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SSN

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SSN

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SSN

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SSN

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**



## CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Burnet County Purchasing Agent. Failure to do so may result in terminating this contract for default.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## GC 2274 CERTIFICATION FORM

### FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION CERTIFICATION

I, \_\_\_\_\_ the undersigned representative of

\_\_\_\_\_  
(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2274 verify that this company or business (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## RESERVATION OF RIGHTS

The County is issuing this ITB in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence and qualifications to perform the requested task.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this ITB, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the ITB submittals. The ITB submittals will become the property of the County.

All submissions shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

In connection with the ITB, the County reserves all rights (which rights may be exercised by the County in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this ITB, in whole or in part at any time before the execution of a contract by the County, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this ITB.
3. Revise and modify, at any time before the ITB submittal due date, the factors and/or weights of factors the County will consider in evaluating ITB submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the ITB submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its ITB submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this ITB until such time as the County declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and ITB submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review ITB submittals or responses, make recommendations and seek the assistance of outside experts and consultants in ITB submittal evaluation.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this ITB to seek an improved understanding and evaluation of the responses to this ITB.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this ITB.
13. Disclose information contained in an ITB submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the County declares, in writing, that a particular stage or phase of its review has been completed and closed.

15. Waive deficiencies in an ITB submittal, accept and review a non-conforming ITB submittal or seek clarifications or supplements to an ITB submittal.
16. Disqualify any firm that changes its ITB submittal without the County's authorization.
17. Exercise any other right reserved or afforded to the County under this ITB. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any services until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Burnet County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

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

Vendor hereby assigns to Burnet County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire bid.***

---

COMPANY NAME

---

SIGNATURE OF COMPANY REPRESENTATIVE

---

NAME OF COMPANY REPRESENTATIVE (PRINT)

---

TITLE

---

DATE

**THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID.**

## BURNET COUNTY STATEMENT OF NO BID

If bidder/offeror is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: Burnet County Purchasing Office, 133 E. Jackson St., Burnet, TX 78611.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL

The above has declined to submit an ITB response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.

Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Did you sign and submit all  
required forms?  
If not, your Bid may be  
**Rejected!**

**SEE THE FOLLOWING PAGE FOR A LIST OF REQUIRED FORMS**

## AFFIRMATIONS/FORMS/DOCUMENTS

✓ Indicates Compliance	<p><b>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original of all forms/documents must be submitted. Failure to check all items could result in rejection of the entire bid. <u>All deviations from specifications must be documented separately and included with bid package.</u></b></p>
	<p>1. <b>Vendor References.</b> Bidder has provided three (3) references, <b>other than Burnet County.</b> References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.</p>
	<p>2. <b>Signatures.</b> All forms requiring a signature must be signed. Bids not signed will not be considered for award.</p>
	<p>3. <b>BID FORMS.</b> All sections of BID FORMS have been completed.</p>
	<p>4. <b>Insurance Certificates (If required).</b> Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.</p>
	<p>5. <b>Addenda.</b> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.</p>
	<p>6. <b>It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive and may be grounds for rejection of entire bid.</b></p>
	<p>7. <b>Accuracy for all mathematical and number entries is the sole responsibility of the bidder.</b> Burnet County will not be responsible for errors made by the bidder.</p>
	<p>8. Failure to comply with the requirements set forth in this Invitation to Bid may result in rejection of bid and/or cancellation of contract after award.</p>

**The Original Forms must be Returned with Bid!**



**BID SUBMITTAL INSTRUCTIONS**

**RETURN SEALED BID TO THE FOLLOWING ADDRESS:**

Karin Smith, Purchasing Agent  
Burnet County Purchasing Office  
133 E. Jackson St.  
Burnet, Texas 78611

**OR SUBMITTED ELECTRONICALLY TO:**

[bids@burnetcountytexas.org](mailto:bids@burnetcountytexas.org)

**LATE BIDS WILL NOT BE ACCEPTED**

**BURNET COUNTY RETURN LABEL**

<b><u>SEALED INVITATION TO BID</u></b>	
<b>ITB#:</b>	<b>25-6100-01</b>
<b>DUE DATE &amp; TIME:</b>	<b>OCTOBER 29, 2024 AT 10:00 AM</b>
<b>OPENING DATE &amp; TIME:</b>	<b>OCTOBER 29, 2024 AT 10:00 AM</b>
<b>ITB DESCRIPTION:</b>	<b>DENSE-GRADED HOT MIX ASPHALT TYPE B, C, AND D</b>
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

**PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO  
THE OUTER MOST ENVELOPE OF YOUR RESPONSE**