



EASTLAND COUNTY BID/PROPOSAL PACKET

- SECTION 1: NOTICE TO BIDDERS**
- SECTION 2: TERMS AND CONDITIONS**
- SECTION 3: SPECIFICATIONS**
- SECTION 4: CONFLICT OF INTEREST QUESTIONNAIRE**
- SECTION 5: ETHICS STATEMENT**
- SECTION 6: HOUSE BILL 89 VERIFICATION**
- SECTION 7: NOTICE TO BIDDERS/NEWSPAPER VERIFICATION**



**EASTLAND COUNTY AUDITOR
EASTLAND COUNTY COURTHOUSE
100 WEST MAIN STREET, SUITE 205
EASTLAND, TEXAS 76448**
PHONE: 254-629-1082 FAX: 254-629-2080
loretta.key@eastlandcountytexas.gov

NOTICE TO BIDDER

By order of the Commissioners' Court of Eastland County, Texas, the County Auditor will receive bids until **12:00 P.M., Friday, November 21, 2025**, to install asphalt surface on County Road 529, Eastland County, Texas. Complete bid specifications are available at Eastland County Auditor's Office or on Eastland County's website www.eastlandcountytexas.com. Electronic bids will not be accepted. Bids must be sealed and addressed to Eastland County Auditor's Office, 100 W. Main Street, Suite 205, Eastland, Texas 76448. Sealed bids must be plainly marked with "County Road 529 Asphalt". Bids will be opened and contract may be awarded in a regular Commissioners' Court meeting on Monday, November 24, 2025, at 9:00 A.M. Eastland County reserves the right to reject any and all bids.

EASTLAND COUNTY, TEXAS
TERMS AND CONDITIONS

1. Bids must give the full company name and address of the bidder. Failure to manually sign bid will disqualify bid.
2. **All bidders must complete the “Conflict of Interest Questionnaire”. Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Eastland County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.**
3. **Government Code Chapter 2252, Section 908 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 submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. Business entities are required to submit a Notice of Disclosure on the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**
4. **Successful bidder is required to provide a sam.gov Unique Entity Number.**
5. **Successful bidder is required to furnish a payment bond and a performance bond to the Eastland County Auditor prior to commencing work in accordance with Texas Government Code Chapter 2253.**
6. It is understood that Eastland County, Texas reserves the right to accept or reject any and/or all Bids.
7. All bids shall be submitted in hard copy paper form and presented in a sealed envelope, plainly marked on the outside with “County Road 529 Asphalt”. A hard copy paper form submittal shall be manually signed in ink by a person who has the authority to bind the firm in a contract. Submittals shall be mailed to or hand delivered to the Eastland County Auditor’s Office. Bid pricing shall be good for 90-days from the date of bid opening or until contract is awarded, whichever comes first.
8. Sealed bids will be opened on the date set forth in the Notice to Bidder and/or the Legal Notice.
9. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor’s Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. Requests for explanations or clarifications may be e-mailed to loretta.key@eastlandcounty.gov . The request must clearly identify the bidder’s company name, point of contact and bid title. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
10. If ownership of your firm changes during the term of this contract, Eastland County must be notified in writing within ten (10) days and a new declaration of relationship submitted immediately to the Eastland County Auditor’s Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

11. Eastland County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
12. All delivery and freight charges are to be included as part of the bid price. Please include quotes with F.O.B. All components required to render items complete, installed, and operational shall be included in the total bid prices. Eastland County will pay no additional freight/delivery/installation/set up fees.
13. The title and risk of loss of the goods shall not pass to the buyer until the buyer takes possession of the goods at the point(s) of delivery.
14. The bids will be awarded to the lowest and best bids and in the best interest of Eastland County. Contracts may be awarded to more than one bidder if they are in the best interest of Eastland County.
15. All bidders will comply with all Federal, State, and local laws related to conducting business in Eastland County including, but not limited to licensing, labor, and health laws. The laws of the State of Texas govern the interpretation, validity and effect of this bid, its award, and any contract entered.
16. The successful bidder agrees, by entering this contract, to defend, indemnify and hold Eastland County harmless from any and all courses of action of claims of damages arising out of or related to the bidder's performance under this contract.
17. If delivery delay is foreseen, the vendor shall give written notice to the County Auditor. Eastland County has the right to extend delivery dates if reasons appear valid. Vendors must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase equipment elsewhere and charge full increase in cost and handling to the defaulting vendor.
18. All items shall be new, in first-class condition. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to the County's approval. Unsatisfactory items will be returned at the Bidder's expense.
19. Specifications may reference name brands, make, and/or model numbers. Any reference made to make, model or manufacturer used in specifications is for descriptive purposes only. Products of like quality will be considered. Eastland County shall act as the sole judge in determining equality and acceptability of products offered.
20. Vendors shall submit separate invoices for each purchase order. *Invoices shall be itemized and transportation charges, if there are any, shall be listed separately.* Payments will not be due until invoices are submitted to the Eastland County Treasurer after product delivery.
21. It is expressly understood and agreed that in case Eastland County should need any item(s) not available within the time frame requested from the vendor during the term of this contract, Eastland County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of the said contract. Further, Eastland County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
22. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to current OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

23. The bidder and bidder's insurance carrier waive all rights whatsoever with regard to subrogation against Eastland County as an indirect party to any suit arising out of personal or property damages resulting from the bidder's performance under this agreement.
24. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Eastland County Auditor, authorized to do so by the Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.
25. Either party may terminate the awarded contract with thirty (30) days written notice. Termination notice should be delivered to Eastland County Judge, 100 West Main Street, Suite 203, Eastland, Texas 76448.
26. Under Section 271.905 Texas Local Government Code; the Commissioners' Court reserves the right to award a contract to a qualified local bidder within three (3) percent of the lowest bid.

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

SIGNATURE PAGE

I hereby certify that the items offered meet all the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Legal Name of Bidder

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence) City State Zip Code

Complete Remittance Address (if different from above) City State Zip Code

Telephone Number Fax Number

Authorized Representative's Email Address

Unique Entity Number (SAM.gov) REQUIRED

SPECIFICATIONS

Asphalt Surface Installation on County Road 529, Eastland County, Texas

- Estimated area: 20 feet x 4,310 feet
- GPS coordinates 32.34185,-98.69033 to 32.35341, -98.68935
- Start at the intersection of FM2461 and Eastland County Road 529 north/northwest to the end of Eastland County Road 529.

PROPOSAL TO INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT TO PROVIDE LISTED SERVICES BELOW, ALL TO MEET INDUSTRY STANDARDS.

Install asphalt surface over existing asphalt surface

- Prepare right of way for 20' asphalt
- Clean edges
- Shoot primer tac oil over prepared subgrade
- Lay a 1.5" overlay of hot mix asphalt on estimated 20' x 4,310' roadway and compact
- Clean up and remove all installation spoils

PROJECT MUST BE COMPLETED BY MARCH 31, 2026.

Questions regarding the specifications should be addressed to Commissioner James Crenshaw by telephone at 254-647-1463.

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE
ONLY**

Date Received

1. Name of person doing business with local governmental entity.

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by the Commissioners' Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

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

Please submit your completed and notarized form with your bid packet.

House Bill 89 VERIFICATION

I, _____ (Person name), the undersigned

representative of (Company or Business name) _____

(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 Eastland 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
