

**OFFICE OF COUNTY AUDITOR**

Kristen Klein, CPA  
County Auditor

Kathy Thomas  
Purchasing Coordinator



**GUADALUPE COUNTY, TEXAS**

Guadalupe County  
307 W. Court, Suite 205  
Seguin, Texas 78155

830-303-8855  
FAX 830-303-1541

**INVITATION FOR BIDS**

**AUTOMOTIVE PARTS**

**OPENING DATE: 2 PM – WEDNESDAY, MAY 14, 2008**

**BID NUMBER 08-3540**

**SEALED BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED, FOR AUTOMOTIVE PARTS ARE  
BEING ACCEPTED AS SET FORTH IN THIS BID DOCUMENT.**

**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.**

**JUNE 1, 2008 – MAY 31, 2010**

**THIS CONTRACT IS FOR A TWO (2) YEAR PERIOD.**

**VENDOR IDENTIFICATION**

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

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

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

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

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP

## GUADALUPE COUNTY – INVITATION TO BID

### **BID SUBMISSIONS**

**DEADLINE:** Bids must be received at the address stated below prior to **2:00 pm on Wednesday, May 14, 2008**. ***Late bids will not be accepted under any circumstances!***

**OFFICIAL TIME CLOCK:** The time-date stamp located at the reception desk on the second floor of the County Administration Building (307 W. Court, Suite 200, Seguin, Texas) will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of bids. Closing time will be strictly enforced.

**LATE BIDS:** Bids received after submission deadline will not be opened and will be considered void and unacceptable and will be returned to the bidder unopened.

**BID OPENING:**

Wednesday, May 14, 2008  
Guadalupe County Commissioners Courtroom  
307 W. Court, Suite 200  
Seguin, Texas 78155

Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, 2<sup>nd</sup> floor of the Guadalupe County Administration Building which is located at 307 W. Court, Seguin, Texas 78155.

**SCHEDULE OF EVENTS:**

- Tuesday, April 22, 2008: Bid packets will be available to prospective bidders.
- Wednesday, May 14, 2008: Bids will be opened and read at 2:00p.m.
- Tuesday, May 20, 2008: Recommendation and Award of contract presented to Commissioner's Court. Successful bidder will be notified of Contract Award by letter from the County Auditor's Office.

**SUBMITTAL:** Completed Bid, original and one (1) copy, must be in a sealed envelope clearly marked with "AUTOMOTIVE PARTS BID", "BID NUMBER 08-3540", and "MAY 14, 2008 at 2PM" written in the lower left-hand corner of the envelope containing the bid.

**ADDRESS:** Sealed bids may be hand-delivered or mailed to the County Judge Mike Wiggins, Guadalupe County, 307 W. Court, Suite 200, Seguin, Texas 78155.

**METHODS:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

**WITHDRAWAL OR ALTERATIONS OF BID:** Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

**TAX EXEMPT STATUS:** GUADALUPE County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code.

This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

### **BID REQUIREMENTS**

**COMPLETED BID:** A completed bid means an original bid and one (1) copy must be submitted of each of the following:

- Vendor Identification (page 1)
- Bid Submission Form (page 9)
- Contract page (page 10)
- Affidavit (page 11)
- Conflict of Interest Questionnaire (page 12 and page 13).

Each of these must be COMPLETED AND SIGNED. The contract will be binding only when signed by the County Judge, Guadalupe County.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**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

## GUADALUPE COUNTY – INVITATION TO BID

deadline.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, GUADALUPE County's interpretation shall govern.

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

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

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

### **AWARD**

**CONTRACT PERIOD:** The contract period is awarded for a two year period from June 1, 2008 through May 31, 2010, subject to second year funding by the Commissioners Court.

**FUNDING OUT CLAUSE:** Notwithstanding any contrary provision of this agreement, each payment obligation of the County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the purchase of **automotive parts**.

If such funds are not allocated and available, this agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time before such termination. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

This provision shall not be construed so as to permit the County to terminate this agreement in order to purchase **automotive parts** from another party.

**CONTRACT AWARD:** This bid is presented in two sections, Bid A – Parts and Bid B – Filters. The county reserves the option to award this contract either to one vendor or to two separate vendors, one under Bid A – Parts and the other under Bid B – Filters.

**PRICING:** Bids shall be based on a list price minus discount basis on each manufacturer's price list (most current revision published prior to bid openings). If the price is superseded by a later revision, a copy of the revised price list shall be submitted with the bid in order to receive consideration. If a price list is revised after the awarding of contracts, the contractor may pass on the applicable manufacturer's price increase or decrease to the County provided: (1) the original discount remains the same and (2) Guadalupe County Auditor's Office and all using departments are notified in writing prior to the price changes.

**ESTIMATED QUANTITIES:** The estimated quantities, if given in the invitation to bid, are only estimates – the actual quantities to be purchased may be more or less. Guadalupe 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 Guadalupe County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

**SALES TAX:** Guadalupe County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

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

**EVALUATION CRITERIA:** Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to,

## GUADALUPE COUNTY – INVITATION TO BID

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, any factor which could reasonably be asserted as being relevant to successful performance and price.

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

**ALL OR NONE OPTION:** Bidders are not required to bid on an "all or none" basis. However, the County reserves the right to award the bid separately by Bid A – parts, and Bid B – filters, or in whole to one vendor, whichever is deemed to be in the best interest of the County. In the event the bid is awarded in whole, bidders shall fill in on the bid sheet any additional discounts based on a list price minus discount basis which would be available to the County. Additional discounts will be applied to the individual unit prices as indicated in the bid document.

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

### **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 Title 5, Subtitle C, Chapter 171.

Further, the County's public officials, employees, and agents shall be prohibited from participating in the selection, award or administration of this contract or third party contract or sub-award of this contract if a real or apparent conflict of interest would be involved.

Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) a public official, employee, or agent; (b) any member of his or her immediate family;

(c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.

The County's public officials and employees are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from vendors, or parties to any sub-agreements resulting from this contract.

**DISCLOSURE REQUIREMENTS:** In accordance with Local Government Code §176.004, all prospective bidders **shall complete the conflict of interest questionnaire and submit it with their bid.**

The Texas Legislature passed House Bill 914 during the 2005 legislative session which requires the conflict on 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 Guadalupe County.

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

**TERMINATION FOR DEFAULT:** Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**FORCE MAJURE:** Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other 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.

## GUADALUPE COUNTY – INVITATION TO BID

**APPLICABLE LAWS:** Vendor MUST COMPLY with all federal, state, county, and local laws.

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

**ANTI-TRUST LAWS:** The Vendor hereby assigns to the County any and all claims for overcharges associated with this contract which arises under the anti-trust laws of the United States, 15, USCA section 1 et seq, and which arise under the anti-trust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1. et seq.

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

**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 Larry Timmermann, Road and Bridge Administrator, Guadalupe County, 2605 N. Guadalupe, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

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

**INSURANCE:** All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract. Certification of such coverage must be provided to the County upon request.

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

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations.

**PACKING LIST/DUPLICATE INVOICE:** A packing list or a duplicate invoice shall accompany each shipment and shall show:

- A) Name and address of vendor
- B) Name and address of receiving department
- C) **Guadalupe County purchase order number**
- D) Description of item(s) shipped, including product code number, quantities and description
- E) Signature of county employee accepting delivery or part(s)

**INVOICING:** Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. 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 Guadalupe County Purchase Order Number 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 submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-303-4188 ext. 370.

**ASSIGNMENT OF CONTRACT:**  
The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement

**HOLD HARMLESS AGREEMENT:** Contractor shall



## GUADALUPE COUNTY – INVITATION TO BID

indemnify and hold Guadalupe County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

WAIVER OF SUBROGATION: By virtue of

acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

QUESTIONS REGARDING BID DOCUMENTS:

Questions concerning this bid should be directed to the County Road Administrator, Larry Timmermann, at 830-379-9721.

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

**GUADALUPE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BIDS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE COUNTY.**

**DO NOT SIGN OR SUBMIT BID WITHOUT READING ENTIRE DOCUMENT.**

## GUADALUPE COUNTY – INVITATION TO BID

### SCOPE

It is the intent of the County to contract for the purchase of automotive parts for the approximate 200 vehicles in the County's fleet maintenance program.

### SPECIFICATIONS

Guadalupe County is requesting bids for **automotive parts** for the Road & Bridge Department. All bids must be submitted on the attached Bid Form. By submitting a bid, Vendor hereby agrees to all of the terms and provisions of the bid specifications, and to all terms and provisions of the contract. (A copy of the contract is hereto attached.)

ITEMS BEING BID: Listed below are the items being bid. The items specified on the county bid form are for evaluation purposes only, however, the discount percentage you list will be considered your bid for each category. The discount percentage will be your contract discount with the county.

#### **Bid A – Parts:**

Engine Parts  
Cooling System  
Electrical System  
Fuel System (including fuel filters)  
Exhaust System  
Clutch Parts  
Transmission Parts (including transmission filters)  
Universal & Propeller  
Differential & Rear Axle  
Brake System  
Steering & Front Axle  
Body, Frame & Wheel

Miscellaneous: All other parts make up this category of parts. You are not required to submit a "parts sheet" for this category as it will be understood that any part not listed above will be in this category. You will need to compute a percentage of discount to be applied to the "ALL OTHER PARTS" category.

#### **Bid B – Filters:**

Filters (oil & air)

AVAILABILITY OF PARTS: Successful bidder shall provide standard parts off their shelves as needed. If supplier is out of stock, Guadalupe County retains the right to obtain parts from a substitute source. Successful bidder shall be allowed 24 hours to obtain those parts deemed to be specialty parts. Longer periods may be allowed in certain cases so long as the supplier has obtained permission (preferably written) from the Guadalupe County Road Administrator in advance.

GENERAL REQUIREMENTS: Exact quantities of each type of Automotive Part to be purchased under this contract are not known. Guadalupe County makes no statement as to estimated usage, and no stipulated usage can be demanded by supplier.

PRICE LISTS / PRODUCT CATALOGS: The successful contractor shall furnish price lists and the applicable product catalogs as requested to the Guadalupe County using departments. The contractor shall furnish revised price lists and product catalogs to the above listed departments whenever revisions become effective. Failure to comply with this requirement can be considered just cause for cancellation of the contract. Revised price lists and / or product catalogs shall be furnished at NO COST to the County. Complete sets of price lists, on all brand names bid shall be available upon request by the county. However, any price list bid shall be furnished by the bidder within three working days of notification by the County. Failure to comply within this requirement can be considered just

## GUADALUPE COUNTY – INVITATION TO BID

cause for non-consideration.

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

**NAME BRANDS:** Specifications may reference name brands. It is not the intent of Guadalupe County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Guadalupe County shall act as sole judge in determining equality and acceptability of products offered.

**GUARANTEE:** A minimum of ninety (90) days guarantee or standard commercial warranty, whichever is greater, shall be provided on all parts and labor. The guarantee (warranty) shall commence the day the County officially accepts the items and / or service. Any guarantee work is to be completed within three (3) calendar days after receipt of the items.



**GUADALUPE COUNTY – INVITATION TO BID**

**GUADALUPE COUNTY AUTOMOTIVE PARTS BID FORM**

		CONTRACT		
<b>Bid A - Parts</b>		<b>LIST PRICE</b>	<b>DISCOUNT %</b>	<b>NET PRICE</b>
<b>Engine Parts</b>	1. oil pump, 1998 GMC 1 ton 74. cu in			
	2. in frame o.h. kit, 1988 int. D.T. 466 cu in			
<b>Cooling System:</b>	1. new water pump, 1996 Dodge pu 5.3 cu in			
	2. fan clutch, 1997 F250 5.8 cu in			
<b>Electrical System:</b>	1. rebuilt starter, 1999 Ford Crown Vic 4.6 cu in			
	2. rebuilt alternator, 1997 Chev 7500 series			
<b>Fuel System: (including filters)</b>	1. fuel pump, 1994 Dodge pu 5.2 cu in			
	2. fuel pump, 2000 Ford F150 5.4 cu in			
<b>Exhaust System:</b>	1. EGR valve, 2005 Ford Crown Vic 4.6 cu in			
	2. 4" band type exhaust pipe clamp			
<b>Clutch Parts:</b>	1. rebuilt clutch assembly, 2000 Ford F350 5 speed 7.3			
	2. rebuilt clutch assembly, 2000 GMC 7500 series			
<b>Transmission Parts: (including filters)</b>	1. transmission filter kit, 2005 Ford Crown Vic 4.6 cu in			
	2. transmission filter kit, 1997 Ford F800 allison transmission			
<b>Universal &amp; propeller:</b>	1. universal joint, 1995 GMC 2500			
	2. universal joint, 1990 Peterbilt			
<b>Differential &amp; Rear Axle:</b>	1. pinion seal, 1994 Ford F350			
	2. rear hub seal, 1994 international 8200 series			
<b>Brake System:</b>	1. severe duty front disc pads, 2005 Ford Crown Vic 4.6 cu in			
	2. rear brake shoe (1 side), 1996 International 1900 series			
<b>Steering &amp; Front Axle:</b>	1. steering idler arm, 2001 Chev 7500			
	2. king pin ser, 1993 International 4900 series			
<b>Body, Frame &amp; Wheel:</b>	1. lower ball joint, 1998 Chev 1 ton			
	2. wheel, 1999 Ford Crown Vic 4.6 cu in			
<b>Miscellaneous</b>	ALL OTHER PARTS			

**Bid B - Filters**

<b>Filters (air &amp; oil):</b>	1. air filter, 2001 Ford Crown Vic 4.6 cu in			
	2. oil filter, 1999 Ford Crown Vic 4.6 cu in			
	3. air filter, 2000 Ford F350 7.3 cu in			
	4. oil filter, 2000 GMC 7500 series			

All or None Option - Additional Discount (on all categories and items) \_\_\_\_\_ %

Percentage of discount is to be applied to the suggested list price in effect on \_\_\_\_\_.

I am aware of the fact the amount designated as the "Discount per Category" cannot be changed during the term of this contract. Further, having read and understood the instructions to Bidders and Specifications, we submit the following bid to supply Automotive Parts to Guadalupe County for the period between June 1, 2008 and May 31, 2010, based on the above discount:

NAME OF VENDOR: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**GUADALUPE COUNTY – INVITATION TO BID**



**GUADALUPE COUNTY  
AUTOMOTIVE PARTS 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 Guadalupe County, Texas does hereby agree to purchase Automotive Parts from \_\_\_\_\_ for the period between June 1, 2008, and May 31, 2010, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

APPROVED:

ATTEST:

\_\_\_\_\_  
MIKE WIGGINS, COUNTY JUDGE

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

GUADALUPE COUNTY – INVITATION TO BID



AFFIDAVIT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the following, who  
upon oath, says:

*I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary  
Commission expires:  
Notary Public in and for \_\_\_\_\_ County, TX

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

GUADALUPE COUNTY – INVITATION TO BID

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**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**

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

**4**

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

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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 other 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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**GUADALUPE COUNTY – INVITATION TO BID**

**G U A D A L U P E     C O U N T Y**

**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 9)
- ☐ The CONTRACT with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 10)
- ☐ The AFFIDAVIT signed and notarized and included in your bid package. (Page 11)
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE has been completed, signed, dated and included in your bid package. (Page 12-13)
- ☐ The mailing envelope has been addressed to:  
  
County Judge Mike Wiggins  
Guadalupe County  
307 West Court Street, Suite 200  
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and one (1) copy.
- ☐ The mailing envelope has been sealed and marked:
  - A. Bid or proposal number
  - B. Name of the bid or proposal
  - C. Opening date

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