

**GUADALUPE COUNTY
FLEET FUEL CARD**

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

FLEET FUEL CARD

OPENING DATE: 2 PM – THURSDAY, MARCH 19, 2009

BID NUMBER 09-3300FC

**SEALED COMPETITIVE BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED,
FOR FLEET FUEL CARD
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.**

MAY 1, 2009 – APRIL 30, 2011

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

BID SUBMISSIONS

BID NO. 09-3300FC

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DEADLINE: Bids must be received at the address stated below prior to **2:00 pm on Thursday, March 19, 2009. *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.

Guadalupe County is not responsible for lateness of mail, courier service, etc. and time/date stamp clock located at the receptionist's desk at the County Administration building (307 W. Court, 2nd Floor) shall be the official time of receipt.

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

BID OPENING:

Thursday, March 19, 2009
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, 2nd floor of the Guadalupe County Administration Building which is located at 307 W. Court, Seguin, Texas 78155.

SCHEDULE OF EVENTS:

- Tuesday, March 3, 2009: Bid packets will be available to prospective bidders.
- Thursday, March 19, 2009: Bids will be opened and read at 2:00p.m.
- Tuesday, March 31, 2009: Recommendation and Award of contract, tentatively scheduled for presentation to Commissioner's Court. Successful bidder will be notified of Contract Award by letter from the County Auditor's Office.

SUBMITTAL: Completed Bids, original and one (1) copy, must be in a sealed envelope clearly marked with "FLEET FUEL CARD", "BID NUMBER 09-3300FC", and "MARCH 19, 2009 at 2 PM" written in the lower left-hand corner of the envelope containing the bid.

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 a separate contract for Texas tax

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purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to contractors and subcontractors for such items qualifying for this exemption, and further, vendor should state these items at cost.

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 & 13), References, at least three (3), Sample of Vendor's Fuel Report.

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. All bid submissions must be typed or printed in ink.

FORMS: All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

REFERENCES: Guadalupe County requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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:

- Have adequate financial resources, or the ability to obtain such resources as required,
- Be able to comply with the required or proposed delivery schedule,
- Have a satisfactory record of performance, and
- 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: This contract is for the period from May 1, 2009 through April March 31, 2011 (this is a two year contract).

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

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 this product or service. 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

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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 for this product or service.

CONTRACT AWARD: Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance.

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

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

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.

CONTRACT ADMINISTRATION: Under this contract, Kathy Thomas, Guadalupe County Auditor's Office, 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

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the contract per the bid document.

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 of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.

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

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

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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.

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.

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 Kathy Thomas, Guadalupe County Auditor's Officer, Guadalupe County, 307 W Court, 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.

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/services, whichever is later.

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: Sharon Riggs 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.

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

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

HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold Guadalupe County harmless from

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

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

ANTI-TRUST LAWS: The Vendor hereby assigns to the County any and all claims for overcharges associated with this contract which arises under the anti-trust laws of the United States, 15, USCA section 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.

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

WAIVER OF SUBROGATION: By virtue of acceptance of this contract, both vendor 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 vendor's performance under this agreement.

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

QUESTIONS REGARDING BID DOCUMENTS:

Questions concerning this bid should be directed to the Guadalupe County Auditor's Office, Kathy Thomas, at 830-303-4188 ext. 373.

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

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

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

SPECIFICATIONS

Guadalupe County is requesting bids for fleet fueling cards, including fuel and associated reports by the vendor. Guadalupe County will be purchasing No. 2 Diesel and all three (3) types of unleaded fuels. All bids must be submitted on the attached Bid Form. By submitting a bid, vendor hereby agrees to all of the terms and conditions of the bid specifications, and to all terms and conditions of the contract. (A copy of the contract is hereto attached.) **Vendor submitting a bid shall be a Qualified Wholesale Distributor.**

ONE VENDOR: It is the intent of Guadalupe County to contract with one (1) vendor to provide a Fleet Fuel Card System, including the purchase of fuel and vendor generated fueling reports.

MINIMUM REQUIREMENTS: Under the terms of these specifications the vendor shall provide the following (please note - listed below are minimum requirements for this bid):

- A site for fueling County owned vehicles, equipment, and bulk tanks (maximum 150 gallons - mounted on county owned trucks). Said site shall be located within a FIVE (5) mile radius of the Sheriff's Department (2617 N. Guadalupe Street) and Road and Bridge Department - Central Warehouse (2605 N. Guadalupe Street).
- Egress, overhead height, and pavement at site must be able to accommodate large trucks, trailers, and heavy equipment.
- Accessibility to fuel is required 24 hours a day, every day of the year.
- A card system capable of monitoring fuel usage for each vehicle. **The system shall require odometer readings and personal identification numbers (PIN) prior to fueling.** This information shall also be shown on the fuel reports along with fuel mileage for each fuel card.
- Guadalupe County issues a fuel card for every county owned vehicle, and each fuel card must have its' own PIN. Guadalupe County will require approximately 250 cards for initial start-up of contract.
- System shall allow Guadalupe County to specify what type of fuel should go in each vehicle. The system will restrict that vehicle from receiving any other type of fuel.
- Itemized billing reports are required for each fuel card, by department, that reflect date and time of fueling, gallons used, odometer reading, and miles per gallon.
- Provide fuel (gasoline and diesel) to Guadalupe County at the vendors site defined and described above.
- Vendor shall attach a sample copy of vendor's fuel report.

CARDS: Guadalupe County will need approximately 250 fuel cards for initial start up.

BID PRICES SHALL INCLUDE FUEL, CARDS, AND ASSOCIATED REPORTS.

CONTRACT PRICE: Successful vendor(s) prices shall be all inclusive. No price qualifications will be honored during the course of this contract. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. The bid price (contract price) will be tied to the OPIS AVERAGE COMPOSITE INDEX PAD 3 report for San Antonio, Texas.

Prices will fluctuate up and down in conjunction with the movement of the AVERAGE COMPOSITE INDEX, however the profit margin for the supplier will remain the same. **THE PROFIT MARGIN FOR THE SUPPLIER CANNOT BE CHANGED DURING THE CONTRACT PERIOD.**

BID NO. 09-3300

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PRICE INDEX: Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The county's bid price (fuel price plus contractor's profit) is based on the prices in this publication. The county shall be invoiced based on these prices.

The following is an example of how you are expected to submit your bid on the Bid Form found on page 8:

TYPE OF FUEL	"OPIS" NATIONAL AVERAGE RACK (PER GALLON) (01/29/09)	PROFIT MARGIN FOR SUPPLIER (PER GALLON)	BID PRICE (PER GALLON)
LS No2	\$ 1.4310	\$.02	\$ 1.4510

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes, and special discounts.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate – the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

Exact quantities of each type of fuel to be purchased under this contract are not known. Below is a schedule reflecting approximate fuel usage by type for 2009.

Diesel, LS No 2	75,838 Gallons
Premium Unleaded	323 Gallons
Unleaded Plus	94,971 Gallons
Regular Unleaded	64,803 Gallons

DO NOT INCLUDE FEDERAL EXCISE TAX IN THE BID PRICE FOR FUEL! BID ONLY THE PRICE OF THE PRODUCT.

Guadalupe County is responsible for the State Excise Tax and other state fees. These taxes should not be included in the profit margin for supplier. It should be billed as a separate item on invoice.

Guadalupe County will not assume responsibility for filing any tax refunds.

The County reserves the right, if necessary, to purchase fuel from other sources in the event contractor cannot perform at any time during the contract period.

BID SUBMISSION FORM

I, the undersigned, do hereby submit a bid to supply Fleet Fuel Cards with associated reports for the purchase of Unleaded, Regular/Mid, Premium Unleaded Gasoline and Diesel to Guadalupe County for the period beginning May1, 2009 and ending April 31, 2011, as per the attached bid specifications:

TYPE OF FUEL	"OPIS" NATIONAL AVERAGE RACK (PER GALLON) 1/29/09	PROFIT MARGIN FOR SUPPLIER (PER GALLON)	STATE FUEL EXCISE TAX	BID PRICE (PER GALLON)	BRAND / TRADE NAME OF PRODUCTS BID
LS NO. 2 Diesel	1.4310		.20		
Unleaded	1.2522		.20		
Regular/Mid	1.3237		.20		
Premium Unleaded	1.4555		.20		

CERTIFICATION OF BID

The undersigned states that he/she is aware the fact that the amount designated as the "profit margin for supplier (per gallon)" cannot be changed during the term of this contract. Further, the undersigned affirms that they are duly authorized to submit this bid, 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.

The following is my bid price, per card, for fuel cards(which includes, if any, charges for required fueling reports):

\$_____ Initial Cards for Start Up of Contract

\$_____ Additional Cards After Start Up of Contract

\$_____ Replacement Cards (Lost, Stolen, or Worn Beyond Use)

Signature of individual authorized to represent bidding firm

Printed name of individual authorized to represent bidding firm

Title of individual authorized to represent bidding firm

Name of bidding firm

BID NO. 09-3300

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Date



ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to provide fleet fuel card in accordance with the requirements set forth in this bid document.

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 Contract: Date

Printed Name and Title of Signer: _____

Name of Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Telephone: _____ Fax: _____

The Commissioners Court of Guadalupe County, Texas does hereby agree to contract for the fleet fuel card with _____ for the period between May 1, 2009, and April 31, 2011 in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2009.

APPROVED:

ATTEST:

MIKE WIGGINS, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

GUADALUPE COUNTY
FLEET FUEL CARD



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 _____, 2009.

Notary
Commission expires:
Notary Public in and for _____ County, TX

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

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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>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.</p> <p>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.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Date Received</div>
1	Name of person doing business with local governmental entity.	
2	<div style="border: 1px solid black; padding: 10px;"><div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><p>Check this box if you are filing an update to a previously filed questionnaire.</p><p>(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.)</p></div></div></div>	
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

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

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 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

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**GUADALUPE COUNTY
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 (Page 12-13) has been completed, signed, dated and included in your bid package.
- ☐ The REFERENCE LIST of at least three (3) references has been included in your bid package.
- ☐ The SAMPLE COPY of vendor's fuel report has been included in your bid package.
- ☐ 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 number
 - B. Name of the bid
 - C. Opening date

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